



Take notice that the City of Ashland Committee of the Whole will meet in person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI immediately following the adjournment of the City Council Meeting with the availability to attend virtually, to consider and act upon the following agenda.

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, January 30, 2024 Ashland Committee of the Whole Meeting Agenda

1. **Roll Call**
2. **Approval of the Agenda**
3. **Council President's Report**
4. **Administrator's Report**
5. **Committee Updates**
6. **DISCUSSION ITEMS**
 - A. **Discussion and Possible Action Regarding a Resolution to Submit an Application to the Wisconsin Department of Natural Resources for State and Federal Aid for Recreation and Natural Resource Management Purposes** *(Parks and Recreation)*
 - B. **Discussion and Possible Action Regarding a Contract for Garbage and Recycling Service Provider** *(Administration)*
 - C. **Discussion and Possible Action to Approve to Hire A Part Time Laborer for the Water/Wastewater Utility** *(Public Works)*
 - D. **Discussion and Possible Action Regarding a Contract between the City of Ashland and Short Elliot Hendrickson for the Development of a Drinking Water System Model** *(Public Works)*
 - E. **Discussion and Possible Action Regarding a Future Professional Services Agreement for Development of a Street Reconstruction Project for Community Development Block Grant Funding** *(Public Works)*
 - F. **Discussion and Possible Action Regarding an Amendment to Chapter 279 (1838) Citations for Violation of City Ordinances, Ashland City Ordinances** *(Administration)*



- G. **Discussion and Possible Action Regarding Amending Chapter 544 (1026) Vehicular Stopping and Parking, Ashland City Ordinances** *(Administration)*
 - H. **Discussion and Possible Action Regarding an Amendment to Chapter 51 (1814) City Council Procedure, Ashland City Ordinances** *(Clerk)*
 - I. **Discussion and Possible Action to Approve a Resolution to Apply for a Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant for 514 Main Street West Adaptive Reuse Project** *(Planning)*
 - J. **Discussion and Possible Action to Approve the City of Ashland Applying for a Rural Energy Startup Grant through the Public Service Commission's Office of Energy Innovation** *(Planning & Parks Departments)*
7. **Items for Future Discussion**
8. **Adjournment**

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

SUBJECT: Committee Updates

RECOMMENDATION: Discussion only

DEPARTMENT OF ORIGIN: Council President

CLEARANCES:

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT:

OREDOCK TRUST - Ana Tochterman

DPEAC - Jim Gregoire

HARBOR COMMISSION - Dick Pufall

HISTORIC PRESERVATION - Andrew Goyke

HOUSING COMMITTEE - Charlie Ortman / Anna Tochterman: Plan Commission Rep

MAIN STREET BOARD - Andrew Goyke

LIBRARY BOARD - Sarah Jackson

PARKS & REC COMMITTEE - Kevin Seefeldt

PLAN COMMISSION - Ana Tochterman

PUBLIC WORKS COMMITTEE - Andrew Goyke

SUSTAINABILITY COMMITTEE - Jim Gregoire

SUBJECT: Discussion and Possible Action Regarding a Resolution to Submit an Application to the Wisconsin Department of Natural Resources for State and Federal Aid for Recreation and Natural Resource Management Purposes (*Parks and Recreation*)

RECOMMENDATION: Motion to approve the resolution to apply for DNR grants for recreation and natural resource management purposes.

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS: 1. State of Wisconsin Department of Natural Resources Resolution

COMPLIANCE WITH STRATEGIC PLAN:

SUMMARY STATEMENT:

The Wisconsin Department of Natural Resources (DNR) requires an annual resolution to be approved to apply for State and Federal funding. For 2024, the City of Ashland intends to apply for:

- Sport Fish Restoration (SFR) Grant due on February 1, 2024, for the construction of the new Kreher Park Boat Launch.
- DNR Stewardship Funds, Due May 1, 2024 to update the Comprehensive Outdoor Recreation Plan and the redevelopment of the Baron Radiator Site.
- DNR Recreation Boating Facilities, due May 1, 2024 for the construction of the new Kreher Park Boat Launch (if the 2023 proposal is not funded)
- DNR Urban Forestry Grant, due October 1, to continue implementation of the EAB Readiness Plan and Reforestation

The City of Ashland is also seeking approval to apply for a Sport Fish Restoration Grant for the new Kreher Park Boat Launch. The City will be asking for up to \$200,000 to assist with construction. The match for this grant will be coming from a pending DNR Recreational Boating Facilities Grant (RBF) or the approved 2024 CIP Fund 481 and 453. The SFR grant is due February 1, 2024. A draft of the grant will be sent to the Council prior to the meeting.



Note: In order to fill and save this form electronically, it must be opened using Adobe Reader or Acrobat software. Save a copy of the file, open Adobe Reader, select File > Open and browse for the file you saved.

Grant Project Resolution

Instructions: Each applicant must submit to the Wisconsin Department of Natural Resources (DNR) an *Authorizing Resolution* that is approved by the governing body of the organization and indicates which officers or employees of the organization are authorized to do the following:

- 1. Sign and submit the grant application
- 2. Sign the Agreement/Contract between applicant and the DNR
- 3. Submit required reports to the DNR to satisfy the Agreement/Contract (See Agreement/Contract for Requirement, if any)
- 4. Submit reimbursement request(s) to the DNR
- 5. Sign and submit other required documentation that maybe required for your specific project.

We strongly recommend that the applicant indicates the authorized person(s) by the title of position in the Authorizing Resolution, rather than by the name of the employee or officer. Employees have been known to retire or change jobs in the middle of a project, and, were this to happen, your resolution would be ineffective if it only lists the employee by name. If your organization requires that a person be named in an Authorizing Resolution, then the resolution should also include the title of position and contact information for the named individual.

Note: If applicant is required to submit a draft “intergovernmental agreement (IGA)” along with your agreement, an Authorizing Resolution is not a substitute for an IGA.

STANDARD AUTHORIZING RESOLUTION

WHEREAS, (*applicant*) _____ is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources (DNR) for the purpose of _____ (as described in the application);

WHEREAS, the respondent attests to the validity and veracity of the statements and representations contained in the application;

WHEREAS, an Agreement/Contract is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, that (*applicant*) _____ will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorizes and empowers the following officials or employees to submit the following documents to the DNR for financial assistance that may be available:

Task	Title of Authorized Representative	Email address and phone number if alternative is used
		/
		/
		/
		/
		/

BE IT FURTHER RESOLVED that respondent will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share Agreement/Contract.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting held on this _____ day of _____, 20____.

Authorized Signature _____ Date _____

Title _____

NOTE: The Authorized Signature and the Representative should not be the same person, unless minutes of the meeting where the resolution was adopted are attached.

SUBJECT: Discussion and Possible Action Regarding a Contract for Garbage and Recycling Service Provider (*Administration*)

RECOMMENDATION: Discussion and Possible Action

DEPARTMENT OF ORIGIN: Administration

CLEARANCES: Mayor

EXHIBITS:

1. Waste Management Proposal
2. Republic Services Proposal
3. Republic Services Complete Rate Structure

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

The City's agreement for municipal waste and recycling collection expired on December 31, 2023 (Two subsequent extensions were signed to ensure there would be no interruption in service). The City advertised the new request for proposals (RFP) in November 2023 and received responses from Republic Services and Waste Management. Our current contract is with Republic Services which bought Eagle Waste in 2020.

Attached are the responses to the RFP along with an analysis.

CITY OF ASHLAND

RFP Municipal Refuse and Recyclables Collection

1/4/2024

SUBMITTED BY

WM of Ashland Wisconsin

510 Industrial Park Rd

Ashland, WI 54806

**Always Working For A
Sustainable Tomorrow**

CONTACT

Randy Ott,

Senior Account Executive – Public Sector

218-256-9334

rott1@wm.com





WM of Ashland
510 Industrial Park Rd
Ashland, WI 54806

January 4th 2024
City of Ashland, WI
City Administrator
Attn: Brant Kucera

Dear Mr. Kucera:

WM of Ashland, WI (WM) is pleased to present the following response to the City of Ashland in response to the RFP for Municipal Refuse and Recyclables Collection. As a WM customer you are at the center of how we work. We value your safety, your time, your ability to positively impact the environment, and your business. This is why we provide personalized solutions with services that are designed around your needs. WM works with customers of all sizes across the country, and we are constantly using this experience to set a higher standard of service. As a WM customer you can expect:



The best value for your community: When choosing a provider for your community's waste and recycling needs, value is more than just the bottom line. Value to your residents/staff/stakeholders is about what they/you get for the money they/you pay. With WM, you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best price possible. It is our job to constantly think about waste – not yours. We will provide you with a carefree experience from day one through the entire term of the Agreement.



A partner that does things the right way, every day: Waste and recycling management are highly regulated operations with the potential for significant adverse environmental impacts if not handled properly. WM doesn't just pick up trash or recycling, we have high tech solutions to manage it. We own and operate our own material recovery facilities, organics processing facilities, and state-of-the-art landfills. As a leader in environmental solutions, we give you peace of mind that your materials will be managed in full compliance with all local, state, and national regulations. Our operations adhere to all applicable Occupational Safety and Health Administration (OSHA) requirements. As the largest, most financially-stable environmental solutions provider in North America, we can also finance all operational improvements, equipment, facility upgrades, and container purchases internally. We do not have to rely on the timelines and terms of third-party creditors. Our resources give us the ability to provide gold-standard insurance to protect our partners.



Dedication to your goals because your priorities are our priority: WM provides what the City of Ashland wants, a reliable, competitive, and safe service provider. With our Smart Truck technology, we can provide photo/video verification of service to alleviate the issue of a customer perceiving that we were not there to service them.

Thank you for the opportunity to participate in your selection of an environmental services partner. We are eager to earn your business and our team is dedicated to go above and beyond to deliver best-in-class service. Please do not hesitate to contact me with any questions.

Sincerely,

Randy Ott

Randy Ott – Senior Account Executive – Public Sector
218-256-9334 – rott1@wm.com



WHO WE ARE AND WHAT WE DO

At WM, we place our customers at the center of what we do every day. We are a team of 48,250 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams. But our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. As North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.

DRIVEN BY OUR COMMITMENTS, GUIDED BY OUR VALUES



We are Committed to Our People First

The proud, caring, and resilient members of the WM family are the foundation for our success. We commit to taking care of each other, our customers, our communities, and the environment.



We are Committed to Success with Integrity

Our success is based not only on the results we achieve, but how we achieve them. We commit to being accountable, honest, trustworthy, ethical, and compliant in all we do.



We Value Equity, Inclusion, & Diversity

We embrace and cultivate respect, trust, open communications, and diversity of thought and people.



We Value Our Customers

We place our customers at the center of what we do and aspire to delight them every day.



We Value Safety

We have zero tolerance for unsafe actions and conditions and make safety a core value without compromise.



We Value Our Environment

We are responsible stewards of the environment and champions for sustainability.

Our Core Services and Sustainable Technologies

We are pushing the boundaries of what you can expect from your environmental services provider. A sampling of our core services and sustainable technologies include:

- ✓ **Sustainable Services Tailored for the City of Ashland:** Every aspect of WM's services is designed with the City of Ashland in mind. Our fleet of trucks is loaded with technologies that minimize environmental impacts for your community and proactively monitor service quality and vehicle safety. Customers can also choose how and when to interact with us - we are available by phone, email, online chat, and offer 24/7 account management at [WM.com](https://www.wm.com) and with our WM Mobile App.
- ✓ **Recycling:** WM has been leading change in the recycling industry for over three decades and we are committed to growing recycling. We manage more post-consumer recyclables than any other company in North America and over the past four years we have invested more than \$400 million to upgrade our recycling infrastructure and equipment. In 2020, we processed 15.03 million tons of recyclables. This number represents a 50% increase in recycling tons processed since 2010.
- ✓ **Organics:** WM operates a nationwide network of 42 organics recycling facilities, including co-digestion and composting facilities. In 2020, WM processed more than 3.3 million tons of source-separated organic materials, including yard trimmings, food waste, and biosolids.
- ✓ **Waste-Based Energy:** At WM's 146 landfill gas-to-energy facilities, we capture methane and use it as an alternative to fossil fuel-generating electricity that is sold to local utilities and also converted into natural gas fuels. Natural gas fuel produced from processed landfill gas has helped to reduce our fleet emissions by 43% since 2010.
- ✓ **Hard-to-Handle Materials:** WM offers several programs to help our customers dispose of hard-to-handle waste streams, including paint, automotive products, flammable and combustible items, batteries, electronic, and medical wastes.

ALWAYS WORKING FOR A SUSTAINABLE TOMORROW

Over the past year, WM has been a leader across several areas that impact our customers, environment, and people.

WE VALUE OUR CUSTOMERS



Industry's largest network of collection operations, recycling, and disposal facilities

Embracing **customer service digitalization**, making interactions with customers in real time



Completed acquisition of Advanced Disposal, growing WM's footprint and adding 3 million new customers

WE VALUE OUR ENVIRONMENT

By the end of 2020, 53% of our collection fleet had transitioned to compressed natural gas, avoiding millions of gallons of diesel fuel use per year and comprising **the largest heavy-duty natural gas fleet** of its kind in North America

Over \$100M invested in recycling infrastructure, with \$200M earmarked for 2022



Protected ~15,000 acres of wild-life habitat and planted more than 50,000 trees on public lands

OUR PEOPLE FIRST

Launched program to cover 100% of employees' and their dependents' college tuition

Convened **Inclusion, Equity, and Diversity (IE&D) Leadership Council** to evaluate IE&D policies, practices, and procedures



Established new goals to **achieve ethnic, racial diversity** in workforce by 2025 greater than or equal to estimated availability of minority talent in marketplace

Guaranteed pay for 40 hours/week for all full-time, hourly employees regardless of COVID-19-related service decreases

WM At-a-Glance

People		Operations			
48,250	team members	263	5	507	348
		solid waste landfills	hazardous waste landfills	hauling facilities	transfer facilities
					\$29.1B
					asset base
Recycling Facilities		Energy		Environmental Conservation	
52	single-stream recycling facilities	10,388	alternative fuel vehicles	75	certified wildlife habitat programs
30	commercial facilities	171	natural gas fueling stations	63	pollinator programs
12	bale/transfer/buy-back/ dedicated customer processing facilities	146	landfill gas-to-energy facilities	185	active habitat, species, and education certified projects
42	organics facilities	104	landfill gas-to-electricity facilities	14,709	acres actively managed for wildlife preservation
4	CORe® organics processing facilities	26	landfill gas-to-fuel facilities		
9	construction and demolition recycling facilities				
Community Vitality					
\$14.2M	in charitable giving	\$1.2M	in-kind services donated	860	community events hosted and/or participated in by WM
				57,565	people participated in WM-hosted education and community betterment activities

Financial Strength

WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services.

Revenue in 2021 was \$15.22 billion, and WM has an asset base of \$29.35 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit.

WM's financial strength gives the City of Ashland assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by WM using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us to continually advance services for all of the customers we serve, including the City of Ashland, and we are committed to maintaining that strength.

Industry-Leading Onboard Technology

Our fleet of trucks for the City of Ashland is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed.

Our OCS is complemented by the following industry-leading software and technology:

- **eRouteLogistics®:** Customized mapping and routing software system used to develop and modify routes
- **Plan Versus Actual (PvA) Technology:** Software that plots planned route versus actual route status
- **Integrated Onboard Computer System:** Our state-of-the-art onboard computing system on each truck is integrated with our dispatch teams' in-office software to facilitate seamless communication and service delivery.
- **WM Smart TruckSM Technology:** Our Smart Truck technology documents service data through sensors and onboard cameras to provide real-time service verification and overage and contamination recognition. Data collected on route, which includes GPS mapping and photo and video documentation of service, is reviewed by a WM audit team. If an issue is identified, such as contamination or overage, the customer receives a notification based on their communication preferences.
- **DriveCam®:** Forward-facing camera that constantly records whenever there is a sudden movement, such as hard braking, swerving, or a collision

Safety: A Core Value for WM

Safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and WM's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer base.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

WM's Commitment to a Diverse and Inclusive Workplace

At WM, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our 48,250 employees can we drive superior innovation and service for the customers we serve.

It is also essential that our workforce, from the frontline to executive leadership, reflect the diverse customers and neighbors who make up our communities. Inclusion and Diversity are fundamental values for WM and a core part of our company Code of Conduct.

WM has maintained or increased representation of minority groups compared to peer industries in all categories. Among our key efforts in recent years, we identified senior leadership sponsors for diversity initiatives and assembled diverse candidate slates for positions at the Area Vice President level and above.

In 2020 we launched our Inclusion, Equity and Diversity leadership council, sponsored by members of WM's senior leadership team. The council works to evaluate policies, practices and procedures, and offers recommendations in the areas of education, training, talent development, recruitment and partnerships to ensure that our Inclusion, Equity, and Diversity (IE&D) efforts are sustainable and are tied to the business strategy.

Since its creation, the group has developed a framework and structure for rolling out business impact groups and company-wide IE&D training. Enterprise results are reported to the senior leadership team quarterly, and our Board of Directors receives an annual report on IE&D strategy and progress.

OUR COMMITMENT TO IE&D (as of Dec. 31, 2021)

Senior Leadership Team	Workforce
30% ethnic minorities	45% ethnic minorities
30% women	19% women



City of Ashland, WI, 10-Year Proposal

Waste Management is proposing a 10-year term. The term would be from July 1, 2024, or sooner if agreed upon, to June 30, 2034.

Monthly Refuse and Recycling Rates Per Household

Cart Sizes

64 Gallon	\$15.50* per month
96 Gallon	\$16.50* per month
Recycling, 96 Gallon	\$5.50* per month

* All prices would begin as shown July 1st, 2024, or sooner if agreed upon.

If a resident needs a second recycling cart there would be no additional charge.

Waste Management will implement an annual rate adjustment on the anniversary of the contract starting with the first adjustment on July 1, 2025. The scheduled increase per cart will be 100% of the change in the Consumer Price Index (“CPI”) Water, Sewer, Trash (“WST”) 12 month rolling average published by the Bureau of Labor and Statistics or 5% whichever is greater.

*Rates are subject to a fuel surcharge in accordance with Attachment A – “Fuel Surcharge Table” if fuel is above \$4.00/gallon.

In addition, WM shall be entitled to pass through any charges to reflect any new or increases in collection, disposal or processing costs, federal, state, county, or local taxes or fees for solid waste and/or recyclable materials.

Attachment A – Fuel Surcharge Table

The published index for determining monthly diesel prices will be the Department of Energy’s (DOE) “Weekly Retail On-Highway Diesel Prices” for the Midwest region. The price published for the first Monday of the month will be used as that month’s diesel fuel price. The prices can be viewed at the DOE’s website: (“EIA/DOE”). If diesel fuel is below \$4.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon, the following percentages will apply to Waste Management’s base rate.

<u>Diesel Fuel Price per Gallon</u>	<u>Fuel Surcharge</u>
<\$4.00	0%
\$4.00 to \$4.24	2%
\$4.25 to \$4.49	3%
\$4.50 to \$4.74	4%
For every \$0.25 per gallon increase above \$4.75	The Fuel Surcharge will increase by 1%

Except as aforementioned herein, all other terms of the License would continue in full force and effect.

References

Mayor Joanne Bruneau 715-561-5065

405 5th Avenue North

City of Hurley, WI 54564

Curbside Trash, 650 residents servicing since 2011.

Mayor Kelly Traczyk 715-561-4955

54 Wisconsin Ave

City of Montreal, WI 54550

Curbside Trash, 455 residents, servicing since 2015.

Chairman Dan Soine 715-561-2945

PO Box 68

Iron Belt, WI 54536

Curbside Trash and Recycling, 60 homes, servicing since 2005.

Executive Director Sheldon Johnson 715-520-3886

Northwest Regional Planning Commission

Douglas County, Wisconsin Recycling

1400 S. River Street

Spooner, WI 54801

Curbside Recycling, 2,187 homes, servicing since 2012

Servicing the communities of Amnicon, Hawthorne, Lake Nebagamon, Poplar, Cloverland, Oakland, Oliver and the Village of Superior. We contract individually the curbside trash in these municipalities as well.

We have a total of 31 contracted Municipal/Public sector clients serviced out of the WM Ashland Hauling site.

WM serviced the City of Ashland's curbside trash and recycling prior to 2014 and we fully understand the services to be performed and we are positively committed to perform the work at a high level again. We will be providing brand new carts to all residents.

City of Ashland Municipal Refuse & Recyclables Proposal

Tyler Jacobson, Sales Manager
Republic Services
405 Industrial Park Rd.
Ashland, WI 54806
TJacobson2@republicservices.com
c: 715-520-7500
November 10, 2023



REPUBLIC
SERVICES

Sustainability in Action





Sustainability in Action

November 10, 2023

The City of Ashland
Mr. Brant Kucera, City Administrator
601 W. Main Street
Ashland, WI 54806

Dear Mr. Kucera,

Republic Services is pleased to submit the following proposal for residential recycling and organics collection services. We are confident you will continue to find **Republic Services** the **Ideal Fit** for **Your Refuse and Recycling Needs**.

We are proud to say that we have served the communities within the Ashland area for **9 Years** and during this time we have witnessed and been part of many changes in the industry, but what hasn't changed is our **Commitment to our Customers**, and that is providing them with the **Highest Level of Service** at a **Fair and Reasonable Price**. As the area's leading municipal waste provider, we are proud to be recognized for the following benefits to our communities across the area:

- We employ over 140 employees who live and work in the Northern Wisconsin Region.
- We have consistently delivered a 99.9% refuse and recycling pick-up rate in our contracted cities.
- Our drivers are 38% safer than the industry average.
- Named to Barron's 2023 100 Most Sustainable Companies at #15
- We are a leader in the marketing of commodities, ensuring that your commodities have end markets in all market conditions.
- Republic Services was named one of the World's Most Ethical Companies by the Ethisphere Institute for the fifth consecutive year in a row.
- Our dedicated Municipal Manager is a single point of contact and authority in managing the City contracts, making your residential refuse and recycling service a priority.
- Three individual hauling sites located in Ashland, Sarona, and Eagle River. This means we have local contingency plans in place for providing day to day service to all our valued customers in the event of any catastrophic event.

Republic Services' proposal shares details about our ability to provide reliable service as well as enhance and preserve environmental stewardship as your community partner. Together we will put "Sustainability in Action."

Sincerely,

Tyler Jacobson, Municipal Sales Manager

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Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE technology platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has significantly increased connectivity with our customers, offering them the ability to "Track My Truck" – which also further empowers our employees, improves

Republic Services is your low-risk, best value partner

- 9 years continuously serving Ashland
- Reliable – 99.9% pickup rate
- Safer – 35% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

productivity, and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term. Most evident is our innovation and investment to develop the nation's first polymer centers, delivering the production quality plastic polymers and olefins to

*Figure 1. **Your Low-Risk, Best Value** Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
35% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #15 on the 2023 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

enable true plastic circularity, and capacity to cover all of our operations in the country.

Our Values

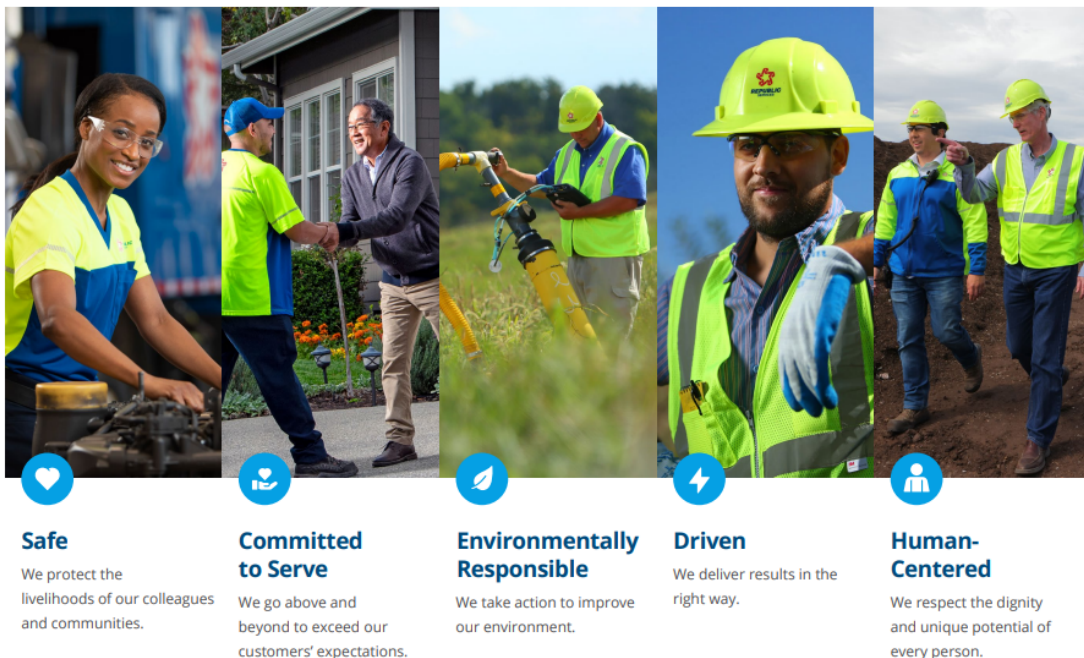
Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed our customers' expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

Figure 2. **Five core values** guide us as we serve our customers every day.

Our Values



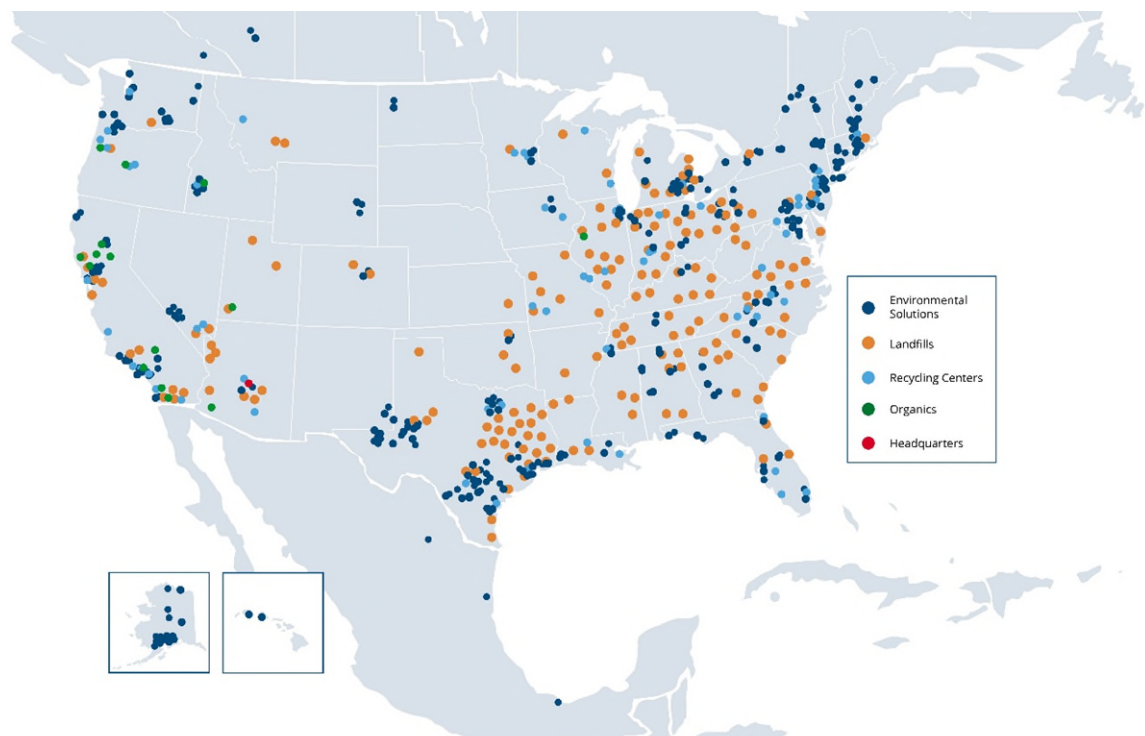
National Network

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or

respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to Ashland that many other providers in the industry are unable to stand behind.

*Figure 3. **Local team with a national network.** Republic Services delivers essential services and Emergency Response in almost every state in North America.*



Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact, to landfills that generate renewable energy, we are **Sustainability in Action™**. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors. We are guardians of our environment and have a big responsibility to it. We lead by example, working diligently to by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee

growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight.

Figure 4. **Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership**



SAFETY

Safety Amplified

0

Zero employee fatalities

Incident Reduction

<2.0

Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



TALENT

Engaged Workforce

88

Achieve and maintain employee engagement scores at or above 88 by 2030



CLIMATE LEADERSHIP

Science Based Target

35%

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year) APPROVED BY SBTi¹

Circular Economy

40%

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

Renewable Energy

50%

Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)



COMMUNITIES

Charitable Giving

45M

create sustainable neighborhoods through strong community partnerships for 45 million people by 2030



Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

Our first electric trucks are powered by the public utility grid. Even in states with the highest grid carbon intensities, EVs have significant greenhouse gas benefits over diesel vehicles. Batteries and electric motors are incredibly efficient at converting energy to propulsion – and, combined with regenerative braking, our electric collection trucks are three to four times more fuel-efficient than a diesel truck.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which position it well to serve the communities where we live and work.

We expect the pace of our electric truck rollout to accelerate in future years, and plan to electrify a significant portion of our fleet by 2030.

Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center, opening in Las Vegas in 2023, will process plastics from Republic's recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services. This includes adding nine specialty waste landfills with five hazardous waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and more than 100 environmental services field locations including treatment and recycling centers.

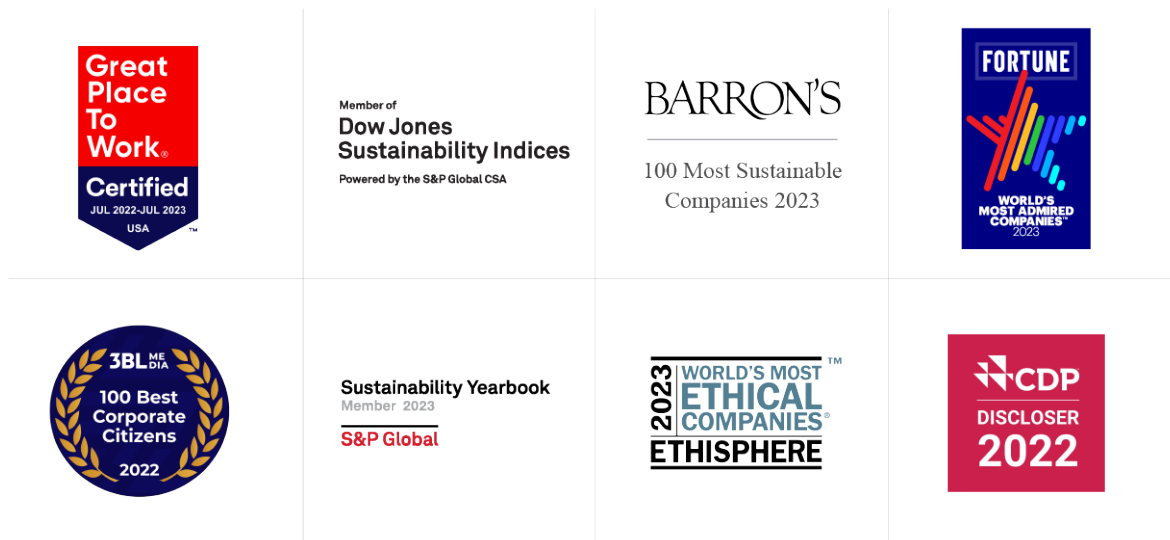
Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner who has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities added to the Republic Services portfolio mean that we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

Lastly, municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000

*Figure 5. **Recognition supports our approach.** Engaged employees and leadership make Republic Services an employer of choice.*



gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

Figure 6. **Emergency Response Services** – we were at the forefront of cleanup efforts after an oil spill off Southern California’s coast in October 2021.



Local Leadership

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the Ashland. Our local and area management teams' unique combination of operating and managing solid waste companies, recycling expertise and innovative management systems will ensure quality service for the duration of the contract. This allows us to quickly respond and meet your needs all while staying in touch with your local businesses and residents.

General Manager

Ken Maxey has 20 years of waste and recycling experience. Responsibilities include 142 employees, 70 municipal contracts, 1 landfill, 4 transfer stations, and 1 recycling center. He comes to Republic Services with a wealth of management skills including operations, P&L management, risk management, customer relations and satisfaction, sales, and marketing management.

Municipal Manager

Tyler Jacobson has over 4 years of experience in the solid waste industry. He is responsible for earning and maintaining contracts with our municipal partners in 70 communities within the Northern Wisconsin Region. Additional responsibilities include marketing, public education, project development, governmental relations and negotiations.

Finance Manager

Samantha Poppe has 7 years of finance management experience and is currently responsible for all administrative, accounting and statistical reporting functions for Republic Services. She ensures that financial controls and records are maintained in accordance with company policy and legal requirements. She is responsible for providing and reviewing financial statements

and variance analyses, billing, and account reconciliation. In addition, Samantha is responsible for providing analytical support and assistance for the division goals and action plans. She develops and coordinates the annual budget, negotiates contract rates for municipal bids, and manages and trains staff in the accounting department.

Operations Supervisor

Tim Hall is a lifelong resident of Ashland. Has 19 years of management experience in daily operations. His sole responsibility is successful operation of the Ashland hauling and transfer station. Tim ensures maximum productivity and route management for commercial, roll-off and residential routes and establishes productivity improvement goals where needed.

Responsibilities include the management of labor hours and disposal expenses. He also interacts with customers and local, state and federal government employees to resolve customer service concerns and ensure regulatory compliance standards are met.

*Figure 7. Your **Local Team**. Our team located in Ashland is ready to deliver service to your city today.*



Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to "Think. Choose. Live.®"

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work-related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

38% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States

Think. Choose. Live.® embodies our company culture

Winners of 72% of industry's Driver of the Year awards since 2009

employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

Figure 8. **Continually Improving Safety** is Top Goal for Republic Services.

Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.



The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safe employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM).

DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.

The program is monitored and conducted by a Driver Service Coordinator responsible for:

- Conducting pre- and post-route briefings with drivers
- Entering and monitoring DSM issues
- Running and distributing reports

During collection activities, drivers are instructed to make notes on their route sheets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.

Finally, Driver Service Coordinators must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.

Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to an immediate resolution.

Together for Safer Roads

As the operator of the 5th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Today, we are proud to be the only recycling and waste services provider associated with

Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission to provide guidelines.

and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

*Figure 9. **Inspections.** Driver performs pre-route inspection to ensure vehicle is safe for operating.*



Sustainability

We're committed to partnering with customers to create a more sustainable world.

This is our company vision, which is intentionally ambitious because we believe we are uniquely positioned to help our customers achieve their own sustainability goals.

Determining our Goals

As one of the largest environmental services companies in the United States, with the 5th largest vocational fleet in operation, our opportunity to make a meaningful impact on the sustainability of the country is real. Our foundational Elements of Sustainability are deeply integrated into our business and serve as the anchor for our 2030 sustainability goals.

- **Safety** drives every decision we make. Our dedication to safety extends to our customers and into our communities. We are committed to creating a safe environment for our customers, communities, and employees. Republic's safety performance has consistently been 38% better than the industry average, based on available OSHA data.
- **Talent** We employ and develop talented professionals that demonstrate an unwavering commitment to sustainability, including the well-being of our customers, communities, and each other. We proudly celebrate diversity by maintaining our culture of inclusion, a

Republic Services is a recognized leader in Sustainability, with major investments toward our 2030 goals.

- Listed on Dow Jones Sustainability Index since 2016
- Named to Barron's 100 Most Sustainable Companies
- Named to 3BL Media's 100 Best Corporate Citizens list
- Certified as Great Place to Work®
- Included in the S&P Global Sustainable Sustainability Yearbook
- Scored at Leadership Level for CDP Climate Change since 2019

culture that allows employees to bring their whole selves to work.

- **Climate Leadership** We are focused on delivering services and solutions for a more sustainable world. Through landfill and fleet innovation, recycling and circularity of key materials, and renewable energy production, we're committed to environmentally responsible operations that increase efficiency, grow our business, and drive performance of our customers' goals.
- **Communities** Investing in the communities where our employees and customers live and work is vital, so our charitable giving platform revolves around sustainable neighborhood revitalization. We directly support people, places, and spaces in need with financial grants, in-kind donations and volunteer time.

Figure 10. **Elements of Sustainability.** Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these areas



We have defined relevant, ambitious goals under these four elements, and are the first US environmental services company to have a greenhouse gas goal approved by the Science Based Targets Initiative (SBTi). Figure 11 offers a look at our 2030 Sustainability Goals.

Advancing our Goals

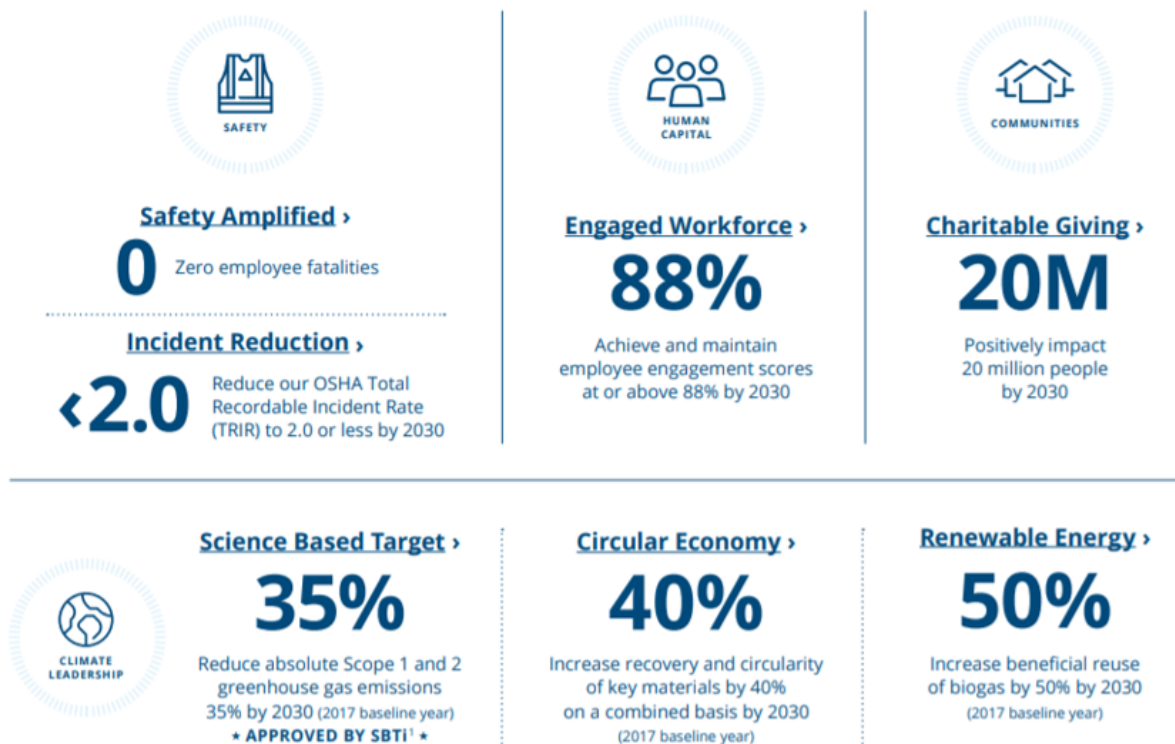
Once we had set our 2030 Sustainability Goals, we set out to identify meaningful investments and innovations that would drive the types of major changes we require to achieve the goals by the end of the decade.

In total, we invest more than \$100 million per year in our sustainability initiatives, as a commitment to our planet. Examples of our investments to make a measurable improvement in our 2030 Sustainability Goals are offered below:

- **Reduce Emissions** – Operating the 5th largest vocational fleet in the country, we have over 16,000 trucks in operation.

For this reason, our commitment to electrify our fleet will drive a meaningful portion of our GHG emission reduction goal. We have been running pilot operations for electric vehicles at multiple sites across the country with aggressive, long-term plans to grow our EV fleet each year as technology advances. In March 2023, we unveiled an electric truck designed from the frame up in collaboration with OshKosh. This design effort further demonstrates our commitment to electrification, and our willingness to innovate from scratch rather than simply retrofit a legacy vehicle.

Figure 11. **Elements of Sustainability.** Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these areas



- **Reduce Emissions (and) Renewable Energy** – As the owner and operator of a large portion of landfills in the country, our ability to capture and reuse otherwise-emitting gases from those facilities will contribute to the majority of our emissions reduction goal (in addition to our EV fleet conversion). As of 2022, we had 74 landfill gas-to-energy (LFGTE) projects, generating power, or renewable natural gas (RNG), from the methane produced by the landfills. In addition to this, we announced a joint venture with Archaea Energy to develop RNG projects at 39 more landfills, above and beyond the 17 already being developed at the time of the announcement. In late 2022, Archaea announced they were acquired by BP, further strengthening our position for the success of America's largest RNG portfolio. One fifth of our collections fleet, comprising 100% of our CNG vehicles, is powered by RNG, thereby avoiding the extraction and use of fossil-gas.
- **Charitable Giving** – We continue to expand our focus on community reinvestments through our Republic Services Charitable Foundation, local Community Grants, in-kind donations and employee volunteerism. The focus of our efforts are on placemaking, which

Figure 12. **Electric Vehicle** technology is evolving quickly, enabling us to electrify our fleet over the coming years.



refers to projects that have the potential to make a positive impact of a large portion of the community. Our Foundation announces approximately 12 major grant projects each year, investing \$2-3M annually into communities where we live and work, ranging from parks to community gardens; schools to community center revitalization. Additionally, throughout the year, our employees and local business units invest in smaller grant projects as well as volunteerism in the local community. From inception through year-end 2022, we have impacted over 5.5M people toward our goal, placing over \$17M in various grants to help make a difference across the markets that we serve.

- **Reduce Emissions (and) Circular Economy** – To meet the demand to further reduce emissions in landfills by diverting food and other organic waste, we have built one of the largest portfolios of organics facilities in the nation. Our drive to push the envelope as we develop these facilities led us to be named the 2020 Organics Recycler of the Year by the National Waste and Recycling Association (NWRA), recognizing Republic for innovation and

Figure 13. **National Neighborhood Promise** is our foundation grant program for charitable giving.



leadership in diverting food and yard waste from landfills through food recovery, organics pre-processing and composting, all of which contributes to a circular economy.

- **Circular Economy** – In order to address the growing desire to manage circularity of plastics, we announced a bold investment and innovation to create a hub and spoke network of Plastic Polymer Centers across the United States. These centers represent the first time a single North American company will manage the plastics stream from curbside collection to delivery of high-quality, and even food-grade, recycled content for consumer packaging. By keeping materials in use at their highest quality, a water bottle can live on to become another water bottle, transforming what it means to commercially recycle and bringing material circularity directly to our customers.

*Figure 14. **Organics Innovations** such as our solar-powered Otay Compost Facility in Chula Vista CA, operating entirely off-grid, have earned awards such as 2022 Organics Management Facility of the Year.*



Appendix A

5 Year Contract Term
(One 5 Year Option)

Option 1* Rate Chart

Service	Monthly Rate
Recycling	\$4.25
Refuse	\$10.25

Option 2 Rate Chart**

Service	Monthly Rate
Recycling	\$4.20
Refuse	\$10.20

*In **option one**, the current services provided to the city of Ashland will be continued and the clean-up services will be conducted the same with a fall and spring event. We are providing pricing with existing equipment and providing new carts for all residents.

To better align with the city's sustainability efforts **option 2 will provide vouchers to each resident for the spring and fall cleanups to bring items directly to the RSG transfer station operated within the city limits. We are providing pricing with existing equipment and providing new carts for all residents.

Republic's bid and submission of pricing is contingent upon the parties' good faith negotiation of a mutually agreeable contract. If the parties cannot reach agreement on a mutually agreeable contract, Republic reserves the right to withdraw its bid.

Section F, Equipment, Page 2: Any equipment Republic furnishes shall remain Republic's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic's handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of City's use, operation or possession of the equipment.

Section I, Indemnity, Page 2: Republic's indemnity obligation should be limited to claims to the extent caused by Republic's negligence or wilful misconduct. Further, the indemnity obligation needs to be reciprocal so that City indemnifies Republic as well.

Additional Submittal Requirements:

1. Employer Identification number: 65-0716904
2. Statement of understanding: We are submitting a proposal for a 5-year contract with a 5-year bi-lateral option for renewal of refuse collection, processing, and disposal for both Trash & Recycling material, primarily for the residents of Ashland, WI including the commercial buildings associated with the municipality. A 10-year contract can be negotiated Republic Services also is proposing the access and maintenance to the public of our transfer station located in Ashland WI. Our intention is to align with the sustainability goals of the city, continue to protect the image and longevity of the city's natural resources, and provide a consistent and reliable service to the community.
 1. The proposal and cost schedule shall be valid and binding for Sixty (60) days following proposal due date and will become part of the contract that is negotiated with the City.
3. General Vender Information
 1. Length of time in business: The current location in Ashland has been in operation since 2014, Republic Services began in 1981.
 2. Total number of clients (private & public sector): Northern WI & the UP, Republic Services boasts over 229,000 residential customers as well as over 23,570 commercial & Industrial customers.
 3. Servicing Office location: 405 Industrial Park Road, Ashland, Ashland, WI 54806.
4. References
 1. City of Ironwood, MI – Bob Tervonen, 906-932-5050, tervonenb@cityofironwood.org residential curbside collection, municipal building services, cleanup services, 2100 households, 10 plus years of service.
 2. City of Shell Lake, WI – Andrew Eiche, 715-468-7679, andye@shelllake.org residential curbside collection, municipal building services, cleanup services, 600 households, 10 plus years of service.
 3. City of Rice Lake, WI – Justin Fonfara, 715-651-6333, residential curbside collection, municipal building services, cleanup services, 3800 households, 10 plus years of service.
 4. City of Eagle River, WI – Becky Bolte, 715-479-8682, bbolte@eagleriverwi.gov residential curbside collection, municipal building services, 700 households, 15 plus years of service.
5. Cost of Services
 1. Unit Based Pricing: Included in the above attached proposal. The suggestion is to stay with the current services provided that provides smaller trash receptacles for residents, driving up the need for them to participate in proper recycling in the larger can.
 2. Additional Services: Included in the attached contract & proposal.

Denise Oliphant

From: Brant Kucera
Sent: Thursday, January 25, 2024 3:04 PM
To: Denise Oliphant
Subject: FW: Complete Rate Structure - Republic Services

From: Jacobson, Tyler <TJacobson2@republicservices.com>
Sent: Tuesday, January 9, 2024 9:23 AM
To: Brant Kucera <bkucera@coawi.org>
Subject: Complete Rate Structure - Republic Services

Brant,
As requested, here are the supplemental rates we would be using for upgrades over the standard 48 gallon trash service. The upgrade rates are charged over and above the standard 48 gallon rate.

Please let me know if you have any questions.

Description	Container size	Rate/month	Service frequency
Standard Resi MSW	48 gallon	\$10.25	weekly
Standard Resi REC	96 gallon	\$4.25	E2W
Resi upgrade MSW	2nd 48 gallon	\$4.10	weekly
Resi upgrade MSW	65 gallon	\$6.05	weekly
Resi upgrade MSW	96 gallon	\$9.25	weekly
Resi upgrade REC	2nd 96 gallon	\$0.00	weekly

Tyler Jacobson
Municipal Sales Manager
Northern Wisconsin

W5118 Duck Pond Road
Sarona, WI 54870
Email TJacobson2@republicservices.com
Cell (715) 520-7500
Website RepublicServices.com



We appreciate customer feedback. Please leave us a [Google review here](#).

SUBJECT: Discussion and Possible Action to Approve to Hire a Part Time Laborer for the Water/Wastewater Utility (Public Works)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: Improvement of Water/Wastewater Systems

SUMMARY STATEMENT:

The City of Ashland Water/Wastewater Utility (Utility) has historically budgeted for a limited term employee (LTE) to work as a laborer. The position has only been filled once since 2019 due to a lack of applicants. The position would assist qualified operators with maintenance tasks such as sanitary sewer collection system cleaning and distribution system flushing and perform basic maintenance tasks such as hydrant painting.

Levi Tikka was hired as a limited-term employee by the Public Works Department in a grounds-keeping role in June 2023. Following completion of the summer season, he was hired by the Utility to fill the above-described role.

Levi has performed well in this role and the Utility is requesting approval to create a permanent part-time laborer position in lieu of the LTE role included in the budget. The City's employee handbook makes a clear distinction between LTEs and part-time employees, with part-time employment being defined as "regularly scheduled" ie not seasonal.

Creation of this position would assist the Utility in completing more maintenance tasks and also work to develop a younger employee in the Utility field. The position would be staffed at 32 hours per week and the total annual cost would be \$32,500, split as 60% Wastewater and 40% Water Utility budgets. The annual cost to the Wastewater Utility would be \$19,500 and the annual cost to the Water Utility would be \$13,000.

Funds in this amount are available in the 2024 Water Utility budget. Funds in the amount of \$16,650 are available in the Wastewater Utility budget and approval would require an appropriation of \$2,850 from Wastewater pooled cash.

SUBJECT: Discussion and Possible Action Regarding a Contract between the City of Ashland and Short Elliot Hendrickson for the Development of a Drinking Water System Model (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Ashland Water Model Proposal

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: Improvement of Water Distribution System

SUMMARY STATEMENT:

The City of Ashland Water Utility (Utility) has managed disinfection by products (DBPs) in recent years. In 2023 and 2019, the Utility received a Notice of Noncompliance (NON) from the Wisconsin Department of Natural Resources (WI DNR) due to DBP levels exceeding maximum contaminant levels (MCLs) established by the WI DNR. The DNR MCL is .080 mg/L and the results reported to the DNR by the Utility averaged .082 mg/L.

DBPs are formed in association with chemical disinfection processes that are necessary to ensure the delivery of safe drinking water. Within the water distribution system, chlorine added at the water plant continues to react with dissolved organic matter in the water and the associated chemical process generates DBPs, which are known to be hazardous to human health.

Many, and often times complex, factors go into the formation of DBPs, including water temperature, water age, and water chemistry. Generally speaking, it takes time for DBPs to form, so the generally accepted practice to avoid DBP formation is to manage the age of water in the drinking water system. These practices generally consist of seasonal flushing of water mains and effective management of storage facilities to ensure regular turnover of water (ie avoid stagnation). DBPs are a relatively new and emerging contaminant and practices to effectively manage DPBs continue to evolve.

Following the 2019 NON, Utility staff determined that increased flushing and the installation of mixing devices in both storage facilities would be effective in minimizing DBPs below the MCL established by the DNR. This approach was approved by the WI DNR and was effective for 2-3 years. However, the results from 2023 DPP sampling indicate that additional measures are necessary to ensure compliance.

On January 3, 2024 City staff, including the Public Works Director, Utility Manager, and Water Foreman, met with WI DNR staff to determine next steps, as described below.

The installation of mixing devices in Ashland's storage facilities may not be effective in ensuring adequate water turnover. Further analysis is required to ensure that water storage is turned over in the shortest amount of time possible while maintaining the necessary minimum water pressure and fireflow throughout the system,

While the Utility has increased the frequency of watermain flushing activities, the approach being taken may not be the most efficient use of staff time and resources. Some areas of the distribution system, such as dead ends or areas of low flow or pressure, may be more susceptible to DBP formation than other areas, where high water demand may be sufficient to prevent DBP formation.

City staff suggested that the development of a water model would be highly beneficial to inform this analysis and develop specific corrective actions. Due to the complexity and size of Ashland's water system, a water model is recommended to analyze the impact of certain changes to the system prior to implementing them. Specifically, staff would use the water model to identify changes in water storage levels and identify priority areas for watermain flushing.

The City had developed a water model in years past, but it was not maintained over time and technology for water models has changed significantly since then. Short Elliot Hendrickson (SEH) had developed the previous water model and has familiarity with Ashland's water system. The proposed cost of \$38,500 for development of the water model is reasonable and the WI DNR has agreed to include the cost in the forthcoming loan for the replacement water intake.

This item is scheduled to explain the reasoning behind the need for the development of a water model and to request Council approval to accept the proposal at the February 13, 2024 Council meeting.

Agreement for Professional Services

This Agreement is effective as of November 27, 2023, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2024 Water System Hydraulic Model Creation and Calibration.**

Client's Authorized Representative: John Butler, PE
Address: 2020 6th Street East
Ashland, WI 54806
Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Bryan Cunningham, PE
Address: 326 South Main Street, Suite 100
Rice Lake, WI 54868
Telephone: 715.861.4987 **email:** bcunningham@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

This section describes SEH's proposed approach for the basic services required to create the City of Ashland's hydraulic model. This proposal is limited to the creation of a hydraulic model for Ashland's water supply, distribution and storage system, and analysis of water age and potential system improvements.

A new computer model of the water distribution system will be developed using Bentley WaterGEMS (WaterCAD v8i). SEH will work with existing City GIS data to import water infrastructure information into the proposed water system model. The model will be constructed on the same coordinate system as existing GIS data allowing for seamless export of model result data in GIS format as needed. This will also allow for updates in the future as system components are added or replaced.

Task 1 – Project Management

The primary goals of Task 1 are to clearly define your requirements and expectations in terms of deliverables and project schedule, and to manage the project to meet these requirements. Communication is a key to this process, and an important tool to facilitate this communication is the project Work Plan.

Project Work Plan: A formal Work Plan will be prepared during project initiation. In order to develop the Work Plan, key team members will complete an initial review of available information obtained from the City; and a meeting will be held with City staff to review and refine project issues, objectives and requirements. From this discussion, an approach will be finalized, including the required deliverables and milestones. An approach that focuses on specific deliverables helps you understand what to expect and helps you to monitor the project progress. The Work Plan will also clearly define individual team member responsibilities, including those of City staff who may be involved in the project.

Communication: Utility modeling projects require input from many sources, and experience has shown that communication is critical to develop a comprehensive and coordinated model. SEH will communicate with and solicit input from key representatives of the City during the entirety of the project.

Progress Reporting: A preliminary project schedule is included at the end of this scope. It will allow a baseline for the project team members to review and report on interim findings and the progress of the study. The SEH project manager will monitor the progress of the project, and the completion of project tasks, including schedule and budget compliance. Interim progress reports will be provided to the City summarizing the status of the project and planned activities.

Task 2 – Hydraulic Model

The model will be created using the most current GIS information, as provided by the City of Ashland. This will allow the model to accurately reflect the most current water system, so that all digital assets are represented and correlate directly with the GIS data. This step will be foundational to the overall success of the project and future usefulness of the model.

We will utilize Bentley WaterGEMS for all hydraulic modeling. The model will be done in a manner that is consistent with the American Water Works Association Manual M32 general standards for water modeling.

A completely new water system model will be developed. Previous versions of the City's water model may be referenced during construction of the model, however, a completely new model will be constructed and calibrated for the City.

The newest data available, such as the integration of diurnal demand curves and topographic elevations, will be incorporated into the model. The model will be constructed to reflect the two pressure zones within the City of Ashland, incorporating details of the water storage components and water treatment plant supply. Pipe age and material information will be used to determine pipe roughness "C-factor". Furthermore, composite demand curves will be developed for categorized customer groups in addition to specific large users with unique water use profiles to help distribute the water usage demand.

An important step in creating the model will be the proper assignment of current customer water use demands across the system. Where available, we will import demand information spatially from the City's billing software. Implementation of geo-located demand data will allow for the model to be used in a way that more closely matches current system operations.

Where geo-located data is not available, we will insert demand data from individual large water users, and divide other water use across the system in an average demand, based on areas of residential, commercial, or institutional land use. If geo-located data becomes available in the future, this can be incorporated into the model under separate future tasks.

Finally, a planned QA/QC review will be incorporated into the model development. In conjunction with the model creation, we will provide check-in documents for review by City staff to assure that the model completely reflects the real world water system.

Task 3 – Water System Field & Flow Testing

This work will provide the opportunity to evaluate the calibration of the model. Initial field testing will be conducted to collect information for evaluating model calibration and accuracy. Additional field testing will then be planned, which will be tailored to rectify system anomalies and bring the model to a level of calibration that is consistent with industry standards and the City's requirements. For the second "micro calibration" effort, scheduled field testing may include hydrant flow testing, C-factor testing and extended period simulation (EPS) pressure monitoring. The scope of field testing will include working with City staff to conduct pressure and flow tests under controlled conditions.

Summary of Tasks:

1. Prepare a field test work plan that will identify the following: test location, purpose, information to be collected, forms for recording test information, testing schedule, and field data collection system.
2. Identify locations for installation of continuous monitoring pressure devices (Telogs) for installation by City staff and the field-testing team.
3. Submit field testing work plan to City for discussion, agreement and modification prior to performing the field tests.
4. Conduct virtual meeting to review flow testing plan with City staff, revise as necessary.

5. Conduct 20+ Hydrant Flow (Fire Flow) tests as part of field-testing activities with assistance from City staff.
6. Collect extended period water system operation SCADA data during flow testing activities and beyond.

Task 4 – Hydraulic Model Calibration and Verification

With system demands incorporated into the City's hydraulic model, final calibration and model proofing efforts can then commence. For this effort, we will compare water system pressure and flow information to predict model results. The macro calibration effort will examine a combination of SCADA data, and the model will be set up to simulate operation over the same time. This will compare storage levels, pump measurements, and flow and pressure data, to those same metrics predicted in the model. Discrepancies between the model and new systemwide data will be documented and reviewed and the model adjusted accordingly. A parallel micro calibration effort will simulate the operation of each of the hydrant flow tests, to compare and adjust the model to reflect real-world performance. The model will be calibrated utilizing a genetic algorithm to optimize and provide accuracy within 5% of field-testing results, meeting industry standards for water distribution system computer models.

Summary of Tasks:

1. Prepare and set up the water model to develop modeling scenarios that represent each of the field tests performed.
2. Prepare a model calibration analysis spreadsheet that tabulates the field measurements and operations of tanks and pumps against those predicted by the hydraulic model.
3. Micro and Macro Calibration of the model
4. Prepare model calibration documentation and present the results of the calibration process to City staff with an opinion on the confidence of the level of calibration achieved and suggestions to improve calibration if necessary.

Task 5 – Results Summary and Model Results

The calibrated model will be utilized to model the adequacy of the distribution system and to recommend improvements. The model will simulate the operation of the Ashland water system during average day, maximum day and fire flow events. Water system operational flow capacities and system pressures will be examined to assure that the water system can deliver an effective level of service. Deliverable items such as maps and a descriptive memo will be provided to summarize the model creation and results.

Summary of Tasks:

1. Evaluate the capacities of the water system to ensure that there is adequate capacity to provide water to customers throughout the service area.
2. Perform both steady-state and extended-period simulation analyses to determine the required water storage needs.
3. Utilize the model to denote expected static pressures across the two pressure zones, and to simulate available fire flow in the water system. Prepare maps of water system pressures and available fire flows.
4. Identify system deficiencies on a map and discuss items with City staff.
5. Develop Average Summer Day and Average Winter Days Water Age scenarios within the model to identify areas within the system with elevated water age, in addition to identifying contributing factors.
6. Develop water age maps and associated water age results data for review with City staff.
7. Conduct a virtual review meeting with City staff to present the model results, maps, and identified water system deficiencies.
8. Develop list of potential general water system improvements.
9. Provide suggestions on a potential extension or loop in the hospital area near Maple Lane and Sanborn Avenue.
10. Provide a summary memo discussing the water model creation, calibration, results, deficiencies, and recommendations.

Items not included in this project:

1. DNR Safe Drinking Water Loan (SDWL) application, administration, or coordination to include costs for modeling work in the water intake project SDWL.
2. Evaluation or testing of water system chemical or biological factors.
3. Inspection, evaluation, or recommendations related to individual water system storage or treatment components, or individual water service laterals. Evaluation of water loss, water rates, billing, metering, or construction cost estimates.
4. Evaluation or recommendation of specific future improvement scenarios beyond those described.

Items to be provided by the City of Ashland:

1. Current GIS data files for pipes, hydrants, valves, and other water system infrastructure components in native GIS format (Shapefiles or database files).
2. Water meter and billing data and associated meter location information (address or geolocation), where available.
3. General water use and billing data for determining demand in non-geo-located areas.
4. Water facility records such as as-built drawings of storage tanks, valve vaults, treatment facility drawings, pump curve data and other information as available.
5. SCADA or other records from water reservoirs and treatment plant, both from general operation, and during the periods of calibration field testing
6. Review of calibration field testing plan, and assistance with performing approximately 20+ hydrant flow tests.

Schedule: The Consultant will commence work on the initial construction of the water model as soon as authorized by the City. Field testing and calibration is proposed to be completed when weather allows in later spring of 2024. The completion of the calibration and model analysis is proposed to be completed by August 31, 2024.

Payment: The total project fee is hourly estimated to be **\$38,200**, including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section IV Paragraph C. Limitations on Consultant's Liability: Modify Paragraph 1. by changing the amount from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000) at no additional cost to contract.

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Short Elliott Hendrickson Inc.

City of Ashland

By:



Daniel A. Penzkover PE (WI, MI)

Title:

Client Service Manager

By: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between City of Ashland, Wisconsin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 27, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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SUBJECT: Discussion and Possible Action Regarding a Future Professional Services Agreement for Development of a Street Reconstruction Project for Community Development Block Grant Funding (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. RFQ CDGB project

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: Improvement of water, sewer, stormwater, street and sidewalk infrastructure

SUMMARY STATEMENT:

The City of Ashland has historically applied for and received grant funds for street reconstruction projects through the Community Development Block Grants (CDGB) Public Facilities (PF) program. The CDGB PF program offers grant funding up to \$1M per project.

The City last used these funds in 2022 for reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East. The current Public Works capital improvement plan (CIP) includes funding another street reconstruction project in 2026, with the \$1 million in grant funds being applied to the cost of street, stormwater, and sidewalk costs and matching funds provided by the Water and/or Sewer Utilities.

The CDGB PF program has specific requirements with regard to income levels in the project service area. When measured across the entire city, resident income levels exceed the threshold to qualify for CDGB PF funds. However, the CDGB PF program will fund street reconstruction projects in the City provided that an income survey is completed to demonstrate that the subset of residents served by the street reconstruction have income levels below the CDGB PF threshold. The City successfully completed this step with the 6th St E project area.

As such, staff does not have a specific project area identified and is seeking professional services from an engineering firm with grant specialists well versed in the CDGB PF program. CDGB PF funds can only be used on construction type costs, not professional services, so the cost of technical design and grant administration must be paid by the City.

The City budgeted funds for this purpose in the 2024 CIP in the Street Improvements Fund. Main St E was used as a placeholder for budgeting purposes, but the selected firm will be asked to guide the City in the project selection process so an alternate project may be selected.

City staff issued a request for qualifications (RFQ) for this work. The Public Works Director, Planning Director, Civil Engineer-Streets and a member of the Public Works Committee will be the selection committee. Responses are due February 1, 2024 and this item is scheduled to answer any questions the

Council has on the CDGB PF program, the RFQ that has been issued and to request approval to accept a proposal from the firm recommended by the project selection committee at a future Council meeting.



**REQUEST FOR QUALIFICATIONS
ENGINEERING DESIGN SERVICES
CDGB QUALIFIED PROJECT SELECTION
CITY OF ASHLAND, WI**

PROJECT ID:

The City of Ashland (City) is soliciting proposals from qualified engineering firms to assist with the selection and complete design of a project segment within the City of Ashland eligible for Community Development Block Grant (CDGB) funding. Qualified engineering firms shall possess knowledge and expertise with this type of funding and be licensed to practice Professional Engineering in the State of Wisconsin.

Project Description:

The project is generally expected to consist of street reconstruction, watermain replacement, sanitary sewer main replacement, storm sewer main replacement, and sidewalk replacement. These components of work as expected to be constructed in part with CDGB funding. In addition, the selected firm will be responsible for coordinating separate funding from the Wisconsin Department of Natural Resources (WI DNR) for private lead water service lateral replacement and supporting City staff in processes related to property assessments for private sewer lateral replacement.

Due to the need for CDGB funding for the project, the selected firm will also be responsible for planning, coordinating and completed income survey(s) necessary to allow City of Ashland residents to qualify for CDGB funds.

Potential project areas identified by City staff include (1) 13th Ave E from US2 to 6th St E, (2) Main St E from Ellis Ave to Stuntz Ave and (3) 14th Ave E from Main St E to 6th St E. However, expertise from the selected firm is necessary to ensure appropriate use of resources for determining CDGB funding eligibility.

The project schedule is anticipated to include the following:

- Winter 2024- preliminary project development
- Spring 2024- income surveys
- Summer 2024- project selection, surveying
- Fall 2024- project design
- Spring 2025- CDGB application submittal
- Summer 2026- construction

The scope of services being requested is to complete project design and the necessary CDGB application. The City may request additional services related to the project, including bidding administration, construction inspection, in the future.

PROPOSAL SUBMITTAL

Proposals are to be submitted no later than **Tuesday February 6th, 2024 at 1:00 PM (Central)** and include the following information:

1. Statement on ability to provide qualified personnel to perform the work outlined
2. Examples of similar services provided on previous projects involving CDGB funds and the design and construction of street, sidewalk, storm sewer, sanitary sewer & watermain facilities. Include contact information for references from applicable projects.
3. Example of similar services provided in identifying CDGB eligible projects and completing the necessary income surveys.
4. Examples of similar services provided in the administration of CDGB and WI DNR funding.

Commented [JB1]: Verify/adjust depending on when you get this out. If you get it out by Friday, that's over 2 weeks should be plenty.

Proposals shall be limited to four (4) pages in length and shall be e-mailed in PDF format to the Primary Contact Person listed below. Questions regarding the RFQ shall also be directed to the Primary Contact Person.

Primary Contact Person:

Niles Fetter, Civil Engineer- Streets
Phone: 715-682-7045
Email: nfetter@coawi.org

SELECTION PROCESS

Responses to this RFQ will be evaluated by a three (3) person committee consisting of City staff and/or elected or appointed representatives of the City, who will independently score the responses as follows:

- | | |
|---|---------------------|
| 1. Qualifications of personnel identified to perform the work | (15 pts max) |
| 2. Experience w/ similar CDGB projects | (20 pts max) |
| 3. Experience w/ similar CDGB income surveys | (20 pts max) |
| 4. Experience w/ similar CDGB and WI DNR grant admin. | (20 pts max) |
| | <u>75 pts total</u> |

The City will contact the Engineering Consultant with the highest scoring, as determined by the committee, and initiate negotiations for the detailed scope of services, associated fee schedule, and timeline for completion in accordance with CDGB requirements. The City reserves the right to waive any minor informality in the RFQ.

TERM OF AGREEMENT

It is intended that this agreement will be for the duration of the project design and submittal of funding application(s). The agreement for engineering services may be terminated by either party by thirty days written notice. The agreement is non-exclusive and allows the City of Ashland to obtain engineering services from other providers if, for any given project, it determines such services to be necessary.

PROFESSIONAL LIABILITY INSURANCE

The Engineering Consultant shall, at its sole expense, acquire, continuously maintain during the period in which the Engineering Consultant is performing services, and provide the City with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Engineering Consultant or any of its subcontractors as a part of its performance of professional engineering services. The Engineering Consultant shall agree to maintain in full force and effect during the term of the contract Workers Compensation Insurance.

In addition, the Engineering Consultant agrees to indemnify and save harmless the City of Ashland against all liabilities, claims and demands for personal injury or property damages or other expenses suffered or arising out of or caused by any negligent acts or omissions of the Engineering Consultant, its subcontractors, agents, or employees incurred in the performance of its services.

The City of Ashland does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provisions of services, programs or activities.

SUBJECT: Discussion and Possible Action Regarding an Amendment to Chapter 279 (1838) Citations for Violation of City Ordinances, Ashland City Ordinances (*Administration*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administration

CLEARANCES: Council President

EXHIBITS: 1. Chapter 279 - Redlined to Illustrate Proposed Amendment

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

Chapter 279 (1838) Citations for Violation of City Ordinances lists who of City staff that has authority to issue citations, designating law enforcement officers, property maintenance, building inspector, and zoning administrator among other department managers.

Administration would like to amend this list to include a designer from the Public Works department to allow a public works personnel to issue winter parking tickets or enforce two-hour parking violations. Parking enforcement hasn't been kept a priority for the City's law enforcement because of the recent years of being short-staffed and the rise of more prominent calls to respond to. It is hoped that increased ticketing may also influence better compliance with the downtown and winter parking provisions.

A red-lined version of the proposed changes is attached for review.

Chapter 279– Red-Lined – to Illustrate Proposed Amendment

279.04 Authority To Issue Citations

Any law enforcement officer may issue a citation for any violation of any City ordinance. In addition, the following officials may issue citations with respect to ordinances which are directly related to the official responsibilities of the official:

1. Building Inspector
2. Zoning Administrator
3. Marina Manager
4. Park and Recreation Director
5. Fire Chief
6. Humane Officer
7. Public Works Director or designee
8. Property Maintenance/Weed Commissioner

SUBJECT: Discussion and Possible Action Regarding Amending Chapter 544 (1026) Vehicular Stopping and Parking, Ashland City Ordinances (*Administration*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Council President

EXHIBITS: 1. Chapter 544 - Redlined to Illustrate Proposed Amendment

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

[Chapter 544 Vehicular Stopping and Parking](#) details parking regulations throughout the City. Sections [544.81](#) and [544.82](#) outline the violations of certain parking regulations, including parking on Lake Shore Drive and on Main Street. Administration is asking Council's approval to raise the amount of the fine for violating the two-hour parking limit to raise awareness and compliance with this longstanding ordinance. The current amount of this violation is \$5 as set in 1984. Several other parking violations, such as double-parking, parking in a crosswalk, and blocking an alley, tote a citation of \$30. Administration is asking to bring this citation up to be more equivalent to those listed.

In order to cleanly make this amendment, staff is proposing to amend Section 544.81 and 544.82 aligning the violation amount with that of parking in a prohibited place (544.30), camper parking restrictions (544.31), and wrongly parking in a reserved space (44.70), which are each set currently at \$30. A red-lined version is attached for review.

Chapter 544– Red-Lined – to Illustrate Proposed Amendment

544.81 Violation Of Sections ~~544.10~~, 544.40, 544.41, And 544.50

1. If paid within 7 days from the date of its issuance, the forfeiture shall be \$5.00.
2. If paid after 7 days, but within 14 days from the date of its issuance, the forfeitures shall be \$10.00.
3. If paid after 14 days from the date of its issuance, the forfeiture shall be \$15.00.
4. In addition to the above, the person convicted of any violation shall be responsible for all court costs and attorney fees incurred by the City in enforcing this ordinance.

544.82 Violation Of Sections ~~544.10~~, 544.30, 544.31, And 544.70

The owner of any vehicle determined to be in violation of the provisions of this section shall be fined not less than \$20.00 nor more than \$40.00 for each offense.

SUBJECT: Discussion and Possible Action Regarding an Amendment to Chapter 51 (1814) City Council Procedure, Ashland City Ordinances (*Clerk*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk, Public Works Director

CLEARANCES: Mayor

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

[Chapter 51 \(1814\) City Council Procedures](#) regulates how the City conducts business via its City Council. [Ch. 51.26 Committee of the Whole](#) outlines how items are to be introduced for discussion, and the exceptions for directing items straight to the Council agenda.

Staff is asking Council to consider amending an exception that would allow staff to bring an item directly to the Council agenda. The following is the entirety of 51.26 Committee of the Whole, red-lined to show proposed changes:

51.26 Committee Of The Whole

(a) The City Council may meet as a Committee of the Whole following the conclusion of each Regular Council meeting. The President of the Council shall preside over the Committee of the Whole meeting and call the meeting to order. The Committee of the Whole shall consider items proposed for action and make recommendations for following Council agendas. All items must receive favorable recommendation by the Committee of the Whole prior to placement on the Council agenda except as provided in subsection (b), below.

(b) The following matters may be placed on a Council agenda without first receiving recommendation from the Committee of the Whole:

1. Recommendations of the City Attorney relating to accounts and claims.
2. Recommendations and advice of the City Attorney relating to litigation in which the City is or is going to become involved.
3. Changes to ordinances and resolutions which may be mandated by state or federal law.
4. Changes to ordinances and resolutions which may be required by the adoption of the annual City Budget.
5. Petitions for direct legislation pursuant to the provisions of sec. 9.20, Wis. Stats.
6. ~~Ordinances and resolutions necessary to implement Public Works~~ City projects previously approved in the annual City Budget.
7. Changes to ordinances and resolutions which are intended to correct errors, omissions or inconsistencies therein.
8. Items which require action in a timely manner as declared by the Clerk or Mayor.

The proposed amendment of 51.26(b)(6) would eliminate repetitive conversation for projects that have been previously discussed with Council, thus minimizing the work load of the presenting staff and Council. Also, contractors are often work on a strict timeline and request better clarity for scheduling, and this would expedite the progress of the projects.

SUBJECT: Discussion and Possible Action to Approve a Resolution to Apply for a Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant for 514 Main Street West Adaptive Reuse Project (*Planning*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning and Development

CLEARANCES: City Administrator

EXHIBITS: 1. Proposed Resolution No. 17762

COMPLIANCE WITH STRATEGIC PLAN: The Authentic Ashland 2035 Comprehensive Plan includes a number of goals and recommendations for Ashland's Downtown. The plan recommends focusing resources to have a more rapid, transformative impact. The 514 Main St W property is a contributing structure in the W 2nd St Historic District. It is located in a key area among other amenities such as City Hall, the Post Office, the Vaughn Public Library, and the Baron Radiator site. An adaptive reuse of the 514 Main St W property in tandem with the reuse of the Baron Radiator site would provide the target investment the Comprehensive Plan recommends. The creation of a food and beverage-based use in a downtown currently lacking such uses would result in a destination which would attract people downtown and generate activity. The WEDC CDI Grant would assist the developers in the adaptive reuse of the 514 Main St W property by providing a key funding source for renovation costs. The City Council's support of this grant application and project is consistent with the goals for Downtown outlined in the Authentic Ashland Comprehensive Plan.

SUMMARY STATEMENT:

Alannah and Joe Belanger have continued to work with City staff on the acquisition of the 514 Main Street West property. Staff worked with the City Attorney on the creation of a development agreement to transfer the property. The Belangers have proposed a food and beverage-based use for the first floor and an event space for the second floor of the building. The developers have worked on their pro forma and business plan. Staff discussed the WEDC Community Development Investment (CDI) program with the developers. According to Wisconsin Economic Development Corporation (WEDC), the CDI program provides up to \$250,000 for eligible costs of urban, small city, and rural community redevelopment efforts. Projects must show benefits in job opportunities, property values, and/or leveraged investment by local and private partners in at least one of the following efforts:

- Development of a significant destination attraction
- Rehabilitation and reuse of an underutilized or landmark building
- Infill development

- Historic preservation
- Infrastructure efforts to provide substantial benefits to downtown residents/property owners
- Mixed-use development

Eligible activities include the following:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure improvements

The 514 Main Street West project meets multiple grant criteria. It would result in the development of a significant destination attraction in Ashland's downtown through the rehabilitation of an unused contributing historic building on an infill site. Additionally, the developer is in the process of applying for historic tax credits for the project. The developer has expressed an interest in maintaining/restoring the historic character of the front façade of the building. The adaptive reuse project is a great opportunity for historic preservation in Ashland's downtown. The City is not obligated to match any grant funds received but Planning and Finance staff would assist by managing grant funds and complying with reporting requirements.

City staff have continued to work with Jeanne Aspenson on work she is doing at the Union Bank property downtown. Staff assisted Ms. Aspenson in securing a CDI grant for that project and the City Council supported her project and CDI application. It is anticipated that Alannah Belanger's proposed adaptive reuse of the 514 Main Street West property will have a similarly beneficial impact on Ashland's downtown. Staff requests the support of the Committee of the Whole for the proposed adaptive reuse of the 514 Main Street West property and associated CDI grant application and resolution.

RESOLUTION No. 17762

RESOLUTION TO AUTHORIZE THE SUBMITTAL OF A COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT APPLICATION TO FINANCIALLY ASSIST WITH THE 514 MAIN ST W ADAPTIVE REUSE PROJECT

WHEREAS, Alannah and Joe Belanger, local developers, are planning on acquiring and adaptively reusing the 514 Main Street West property in downtown Ashland for the purposes of establishing a food and beverage-based use and event space; and

WHEREAS, the developers have sought the support of the City of Ashland to assist with applying for funds to assist in the adaptive reuse project; and

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has funds available to support small city redevelopment efforts by providing financial incentives for shovel-ready projects with an emphasis on downtown community-driven efforts through their Community Development Investment (CDI) Grant; and

WHEREAS, the City is not obligated to match any grant funds received although Planning and Finance staff will assist by managing the grant funds and complying with reporting requirements.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Ashland, Wisconsin, authorizes the Department of Planning and Development to submit a WEDC grant application on behalf of Alannah and Joe Belanger, for CDI grant funds in an amount of up to \$250,000 to be used towards new construction and redevelopment costs for the 514 Main Street West property in Ashland's City-Center District.

PASSED: February 13, 2024

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matt Mackenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Discussion and Possible Action to Submit an Application for a Rural Energy Startup Grant through the Public Service Commission's Office of Energy Innovation (*Planning & Parks Departments*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks and Recreation, Planning and Development

CLEARANCES: City Administrator
Parks and Recreation Director

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN:

The Rural Startup Energy Grant through the Public Service Commission's Office of Energy Innovation (PSC-OEI) is designed for communities that are beginning a comprehensive energy plan and looking at ways to upgrade their municipal facilities. The City of Ashland Strategic Plan includes multiple renewable energy-related tasks. These include completing a solar assessment and submitting recommendations for solar projects. The Comprehensive Plan includes sustainability-related recommendations such as prioritizing energy efficient improvements and updates to City buildings and facilities. The Comprehensive Plan also recommends increasing options for solar panels and solar farms in Ashland. The PSC grant application would seek funding for a City-wide energy study and potentially engineering studies for implementation of solar at the Wastewater Treatment Plant, Fire Station, and Bretting Community Center. The work funded through a PSC grant would be the first step towards implementing renewable energy infrastructure at municipal properties in accordance with the Strategic and Comprehensive Plans. The intent of the Rural Energy Startup program and City's submission of a grant application are consistent with the goals of the City's Strategic and Comprehensive Plans.

SUMMARY STATEMENT:

The PSC-OEI has announced the Rural Energy Startup Program which is a single-round grant program to advance energy innovation by expanding access to clean energy, efficiency, and preparedness to Wisconsin communities otherwise unable to adopt these and for whom these are innovative approaches. Bill Bailey of Cheq Bay Renewables informed staff of the PSC grant opportunity. The PSC grant, in tandem with the EPA Community Change Grant for which City staff are looking to partner with Ashland County, would fund the planning and implementation of renewable energy infrastructure at City facilities. Infrastructure would include solar arrays and micro-grids. The PSC Rural Energy Startup grant provides up to \$75,000 of funding to advance efforts that serve as a foundation for a community's energy efficiency, renewable energy work, and

locally-led efforts in an energy transition. This PSC grant would provide funding for the preliminary City-wide energy study and the stages of planning and design for renewable energy upgrades. Mr. Bailey explained that data loggers (which track electricity demand and use at a more detailed level than what Xcel's data provide) are important in capturing data necessary to design and engineer solar systems at specific sites. Completing the initial study, analyses, and engineering work is the first step in creating renewable energy recommendations for City properties as tasked in the Strategic Plan.

After the City-wide energy study and building-specific engineering studies are completed, the City can work on implementation of specific solar infrastructure and micro-grids at specific properties. Solar and micro-grid infrastructure is intended to increase the City's renewable energy use and climate resilience. Staff views the PSC Rural Energy Startup grant in tandem with the EPA Community Change Grant as a great opportunity to work towards implementing the renewable energy tasks outlined in the Strategic and Comprehensive Plans. It will allow the City to undertake the groundwork needed to implement the renewable energy measures that will allow the City to meet the goals of the 25x25 Plan as well.

No cost share/match is required for the PSC grant. However, projects must be completed within a year. If the Council supports the grant application and the grant is awarded, City staff would release a Request for Proposals (RFP) to technical consultants for their review and bids. From there, the City would select a consultant and work with the selected consultant and community stakeholders on the creation of the City-wide energy study and site-specific engineering studies. If the EPA Community Change Grant is awarded, the City would implement renewable energy infrastructure according to the recommendations formulated through work done under the PSC Rural Energy Startup Grant. If the EPA grant is not awarded, City staff would work with Cheq Bay Renewables and other stakeholders on applying for other funding sources to fund project implementation. The PSC opportunity would allow the City to complete the initial work that must occur prior to finalizing implementable projects.

The Planning and Development Director and Parks and Recreation Director are working on the PSC Rural Energy Startup application. John Butler of Public Works, Facilities staff, and Brian Ledin of Wastewater would also provide input on any potential solar project for the Wastewater Treatment Plant and other City facilities. Staff is seeking Committee of the Whole and Council approval to move forward and submit an application for a PSC Rural Energy Startup Grant to fund the groundwork needed to create recommendations and implementable renewable energy projects at City-owned facilities. If the Council approves staff submitting the application, staff would proceed accordingly. Staff believes this is a good funding opportunity for the City and requests support from the Committee of the Whole and Council for participation.

SUBJECT: Items for Future Discussion

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Admin

CLEARANCES:

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT: