



Take notice that the City of Ashland Common Council will meet at 6:00 PM in the City Hall Council Chambers, 601 Main Street W. Ashland, WI to consider and act upon the following agenda.

To attend virtually, 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 28, 2025 Ashland City Council Meeting Agenda

1. CALL TO ORDER

- A. **Roll Call, Moment of Silence and Pledge of Allegiance**

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- A. **January 14, 2025 City Council and Committee of the Whole Meeting Minutes**

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. **Announcements**
- B. **Appointments**
- C. **Establishing Finance and Communications Task Forces**

6. PUBLIC HEARING

- A. **Public Hearing Regarding the Proposed Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid (Roll)**

7. OLD BUSINESS

- A. **Approve a Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid for JFK Memorial Airport (Airport) Roll**
- B. **Approval to Purchase of New Snow Plow Truck (Public Works) Roll**

- C. **Consideration of the Annual Resolution to Observe World Migratory Bird Day in Ashland, Wisconsin, on Saturday, May 24, 2025, as Part of the Chequamegon Birding and Nature Festival** (*Parks*) Roll

8. NEW BUSINESS

- A. **Consider a Request for Change of Agent for Kwik Trip #110, 1814 Lake Shore Drive West, Ashland, for the Class A Fermented Malt Beverage and Cider, and the Cigarette, Tobacco and Vaping Devices Licenses, Applicant, Jeremy Miller** (*Clerk*) Voice
- B. **Consider Accepting a Bid and Award Contract to Howard Immel Inc. for Vaughn Library Renovation** (*Library*) Roll
- C. **Consider to Accept a Retail Sales Agreement from AVI Systems Inc. for Audio-Visual Design and Installation within the Vaughn Library Renovation** (*Library*) Roll
- D. **Consider an Ordinance to Amend Chapter 806 (201-1884) to Approve of a Planned Unit Development - General Development Plan (PUD-GDP) and Zone Change for a Self-Storage Use for Parcel No. 201-04943-0200, Zoned Planned Residential/Institutional (PRI). Applicant: Michael Hebert** (*Planning*) Roll
- E. **Consider a Resolution to Approve a Request to Purchase One Parcel of City-Owned Property at the Corner of 6th Street East and 10th Avenue East, Parcel No. 201-02065-0000, Zoned Single-Family Residential (R-1), Applicant: Timothy and Kathleen Retaskie** (*Planning*) Roll
- F. **Consider a Resolution to Issue a Conditional Use Permit (CUP) to Allow a Freestanding Sign in Excess of Seventy-Five (75) Square Feet in Area, at 521 Lake Shore Drive East, Parcel No. 201-01254-0000, Zoned Waterfront City Center (W-CC) with a Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O), Applicant: Krist Oil Company** (*Planning*) Roll
- G. **Consider a Resolution to Issue for a Conditional Use Permit (CUP) to Allow a Vehicle Sales Use at 1318 Lake Shore Drive West, Parcel No. 201-00066-0000, Zoned City Center (CC) with a Gateway Overlay (GTWY-O) District, Applicant: Greta and Nicolas Blancarte on Behalf of Lake Superior Auto Sales, LLC.** (*Planning*) Roll

9. CLOSED SESSION

- A. **Pursuant to WI Stat. 19.85(1)(e): "Deliberating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session."** (*Administration - Potential Real Estate Purchase*) Roll
- B. **Return to Open Session**
- C. **Report of Action Taken during Closed Session**

10. 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.

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

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, January 14, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, January 14, 2025 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

A. **Roll Call, Moment of Silence and Pledge of Allegiance**

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andrew Goyke, James Gregoire, Charlie Ortman

ABSENT: Nancy Sztynдор (Excused)

ALSO PRESENT: Mayor Matthew Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Steven Wiley, Parks Director Sara Hudson, Police Chief Willis Hagstrom, Finance Director Julie Vaillancourt, Airport Manager Derek Hall, and other interested citizens.

2. APPROVAL OF AGENDA

A motion by Seefeldt and seconded by Goyke to approve the agenda passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **December 10, 2024 City Council and Committee of the Whole Meeting Minutes**

A motion by Ortman and seconded by Seefeldt to approve the minutes, carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Sue Pearson, resident, spoke regarding her concerns of speculated drug use, homelessness and drug related activity in and around the Ellis Park neighborhood.

Zyg Jablonski, 916 6th Avenue West, spoke regarding the stated donations for the East End Skating Rink.

5. MAYOR'S REPORT

A. Announcements

Mac Kenzie announced that the developer of 514 Main Street West has rescinded from the development of the property due to inability to secure appropriate funding to move forward. He has had conversations with the WI DNR regarding the increased deer nuisance in town and will update Council as discussion continues.

6. CONSENT AGENDA (Voice)

A. Allow the Public Works Department to Perform Public Construction without Advertising for Competitive Bids for Demolition of Bayview Pier (*Public Works*)

A motion by Goyke and seconded by Seefeldt to approve the Consent Agenda passed unanimously by voice vote.

7. OLD BUSINESS

A. Accept a Professional Services Proposal from Energenecs, Inc for Supervisory Control and Data Acquisition (SCADA) Upgrades at the Drinking Water Treatment and Wastewater Treatment Plants (*Public Works*) Roll

A motion by Seefeldt and seconded by Ortman to approve the professional services proposal for \$65,000 passed unanimously by roll call vote.

B. Approve an Ordinance to Amend Chapter 750 (1770) Property Maintenance, Ashland City Ordinances (*Planning and Development*) Roll

A motion by Ortman and seconded by Tochtermann to approve the proposed ordinance passed 5-1 by roll call vote; Gregoire opposed.

File #2025-2007

C. Approve an Ordinance to Create a Chapter 840 (2025-2008) Short-Term Home Rentals, Ashland City Ordinances (*Planning and Development*) Roll

A motion by Gregoire and seconded by Ortman to approve the proposed ordinance passed unanimously by roll call vote.

File #2025-2008

D. Approve an Ordinance to Amend Chapter 165 Comprehensive Fee Schedule, Ashland City Ordinances (*Clerk*) Roll

A motion by Goyke and seconded by Ortman to approve the proposed ordinance passed unanimously by roll call vote.

File #2025-2009

E. Approve the City of Ashland Parks Master Plan (*Parks & Recreation*) Roll

A motion by Jackson and seconded by Seefeldt to approve the proposed plan passed unanimously by roll call vote.

8. NEW BUSINESS

- A. **Consider a Resolution to Combine Wards and Establish the Polling Place for the February 18, 2025 Spring Primary Election and April 1, 2025 Spring Election** *(Clerk)* Roll
A motion by Goyke and seconded by Seefeldt to approve the resolution passed unanimously by roll call vote.
File #17807
- B. **Consider an Ordinance to Amend Chapter 201 (934) General Conduct Ordinance, Ashland City Ordinances** *(Clerk)* Roll
A motion by Ortman and seconded by Seefeldt to approve the proposed ordinance passed unanimously by roll call vote.
File #2025-2010
- C. **Consideration of a Resolution to Issue a Conditional Use Permit (CUP) to Allow a Fence in Excess of Six (6) Feet in Height at 1635 Maple Lane, Parcel No. 201-04893-0000, Zoned Public Institutional (PI) with a Gateway Overlay (GTWY-O), Applicant: Tamarack Health** *(Planning)* Roll
A motion by Seefeldt and seconded by Ortman to approve the resolution passed 5-0 by roll call vote; Gregoire abstained.
File #17807

9. ADJOURNMENT

A motion by Ortman and seconded by Goyke to adjourn passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, January 14, 2025 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, January 28, 2025 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:35 p.m.

1. Roll Call

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andrew Goyke, James Gregoire, Charlie Ortman

ABSENT: Nancy Sztynodor (Excused)

ALSO PRESENT: Mayor Matthew Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Finance Director Julie Vaillancourt, Airport Manager Derek Hall, and other interested citizens.

2. Approval of Agenda

A motion to approve the agenda made by Jackson and seconded by Seefeldt passed unanimously by voice vote.

3. Council President's Report

Ortman commented that he intends to address citizen comments at the next Committee of the Whole meeting. Jackson also commented that the library is working to move into their temporary location and volunteers are welcome.

4. Administrator's Report

Kucera reported that tax payments are underway without issues. He began strategic planning discussions to be scheduled for Spring 2025. The Homeless Encampment Clean-Up Policy is completed and will present to Council at the next meeting.

5. DISCUSSION ITEMS

A. Presentation and Discussion Regarding the 2023 Financial Audit Reports Prepared by Baker Tilly US, LLP

Vaillancourt offered a presentation and insight to the 2023 audit results and recommendations for Council.

B. Discussion and Possible Action Regarding a Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid for JFK Memorial Airport (*Airport*)

Hall discussed the item and answered questions from Council. A motion from Seefeldt and seconded by Goyke to forward the item to Council for public hearing if required by State Statute, passed unanimously by voice vote.

C. Discussion and Possible Action on Purchase of New Snow Plow Truck (*Public Works*)

Butler introduced the item and answered questions from Council. A motion by Goyke, seconded by Seefeldt to forward the item to Council for formal approval, passed unanimously by voice vote.

D. **Discussion and Possible Action on Changes to Special Assessment Policy for 2025 Capital Projects (*Public Works*)**

Butler discussed with Council the Special Assessment Policy and future proposed changes. As no formal action was taken, Council determined to bring this item back to the next Committee of the Whole for further discussion.

6. **Items for Future Discussion**

Goyke asked if there were community revitalization grants available for the St. Claire Street and Water Street neighborhoods. The item would be referred to the Planning Department to research. Goyke asked to discuss the 6th Avenue Beach below the USH2 tunnel to brighten it up. This will be researched and discussed by the Parks & Recreation Department.

Mac Kenzie would like future discussion regarding a potential permit for vacant homes in the City.

Ortman would like to address the citizen comment regarding Ellis Park.

Kucera agreed to review the Homeless Encampment policy at the next meeting.

7. **Adjournment**

A motion to adjourn by Goyke and seconded by Seefeldt passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2025-014

**COUNCIL AGENDA: 5.B.
(1/28/2025)**

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS: 1. Ashland County Housing Authority - Reappointment Request

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor requests approval for the following appointment:

Ashland County Housing Authority
Mary Jane Grande, term to expire January 2030

Matt Mac Kenzie

From: Kathy Beeksma <kbeeksma@cityofashlandhousing.org>
Sent: Friday, December 20, 2024 10:35 AM
To: Matt Mac Kenzie
Subject: Housing Authority Items
Attachments: 50077-SL.docx; 2019-HUD-50077-SL.pdf

Good morning,

I wanted to let you know that the Board recommends that Mary Jane Grande be appointed to another term on the Housing Authority Board. Her current term expires in January. This will require Council approval, so it is appreciated if you can add it on the next agenda.

Additionally, I have document that needs one short response and the signature of the Mayor in support of AHA for our HUD submitted Administrative Plan. Attached is a copy of both a blank form and one that Deb filled out the last time I needed one. Please let me know if you have any questions. If you can this back before the new year, I would appreciate it. I can data enter the narrative response if you like- sometimes it is a hassle to do so in Word. In that case, I would just need to know how you would like to respond.

I hope you enjoy your holidays and that the New Year is filled with joy for you and your family.

Kathy

Katherine Beeksma
Executive Director
City of Ashland Housing Authority
319 Chapple Avenue
Ashland, WI 54806
Office: 715-682-7066 Desk: 715-682-7031 Cell: 715-413-1508
cityaha@cityofashlandhousing.org

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Safe. Healthy. Home.

Ref: 2025-016

COUNCIL AGENDA: 5.C.
(1/28/2025)

SUBJECT: Establishing Finance and Communications Task Forces

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Mayor Mac Kenzie had expressed the need to develop Finance and Communications Task Forces comprised of both Councilors and City staff, in order to facilitate efficient governance.

Members are listed under the task force assigned. There will be a rotation to allow for all to participate in both Task forces during an elected term of office. Councilors shall be kept to 3 or less in either group so as not to create a quorum of the City Council.

	COMMUNICATION	FINANCE
<u>Councilors</u>	Kevin Seefeldt	Ana Tochtermann
	Sarah Jackson	Jim Gregoire
	Andrew Goyke	Nancy Sztynдор
<u>City Staff</u>	Denise Oliphant	Julie Vaillancourt
	Bill Hagstrom	Jacey Dean
	Sarah Adams	John Butler
	Sara Hudson	Brant Kucera
	Brant Kucera	

Not assigned: Council President Charlie Ortman

Ref: 2025-017

COUNCIL AGENDA: 6.A.
(1/28/2025)

SUBJECT: Public Hearing Regarding the Proposed Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid (Roll)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Airport

CLEARANCES: Committee of the Whole, January 14, 2025

EXHIBITS: 1. Public Hearing Notice - Published January 23, 2025

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

According to [WI Statutes 114.33](#), a public hearing notice must be made not less than ten (10) days prior to the approval of the proposed resolution:

[114.33](#)

(1) Any county, city, village or town, either singly or jointly with one or more counties, cities, villages or towns, or any owner of a public-use airport desiring to sponsor an airport development project to be constructed with federal aid and state aid or with the state aid alone as

provided by this chapter, may initiate such project in the manner provided by this section. The department may initiate and sponsor an airport project in the same manner as a local governing body. If the department initiates and sponsors an airport project, it shall hold a hearing in the area affected by the project. Notice of the hearing shall be given as provided in sub. (2). The department may install, operate and maintain air navigation facilities with or without federal aid and may enter into agreements with sponsors to share the maintenance and operation costs of such facilities.

(2) Such initiation shall be by a petition filed with the secretary by the governing body or bodies of the counties, cities, villages or towns or by the governing body of a public-use airport not owned by a county, city, village or town desiring to sponsor the project, or if the project is initiated and sponsored by the department by a statement by the secretary setting forth among other things that the airport project is necessary and the reason therefor; the class of the airport that it is desired to develop, the location of the project in general, and the proposed site tentatively selected; the character, extent and kind of improvement desired under the project, evidence, in the form of a transcript, that the project has received a public hearing in the area affected before adoption by the petitioners, and any other statements that the petitioners or the department may desire to make. At least 10 days' notice of the public hearing shall be given by publication of a class 1 notice, under ch. 985, in the area affected.

The Clerk's office confirms that proper notice has been made. The public hearing notice was published as a Class I notice on January 23, 2025 in the Ashland Daily Press, as well as posted at three public places, including City Hall, the Vaughn Library, and Ashland County, and posted to the City's website and social media pages.



NOTICE OF PUBLIC HEARING REGARDING A
RESOLUTION PETITIONING THE WISCONSIN
SECRETARY OF TRANSPORTATION FOR
AIRPORT IMPROVEMENT AID BY THE COMMON
COUNCIL OF THE CITY OF ASHLAND, ASHLAND
AND BAYFIELD COUNTIES, WISCONSIN

PLEASE TAKE NOTICE that the governing body of the City of Ashland, Wisconsin, will consider a resolution for approval to petition for aid for improvements at the John F. Kennedy Memorial Airport, 50511 State Highway 112, Ashland, Wisconsin.

The character, extent, and kind of improvements desired under the project are as follows:

Rehabilitate/Reconstruct Runway 13/31, including lighting and signs; Rehabilitate/Reconstruct Runway 2/20, including lighting and signs; Install Precision Approach Path Indicators (PAPI) for Runway 13; Convert Runway 20 PAPI to LED; Install Runway End Identifier Lights (REIL) for Runway 13/31; Rehabilitate/Reconstruct/Widen/Construct entrance road; Reconstruct/Rehabilitate/Construct Taxiways/Taxilanes, including lighting and signs; Reconstruct/Rehabilitate/Expand apron; Pavement maintenance and markings; Land acquisition for runway approaches; Land acquisition for entrance road widening; Construct/Rehabilitate/Reconstruct/Purchase snow removal equipment storage building, including drainage improvements; Replace/enhance/improve/expand/purchase fuel system, including containment; Construct Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building; Prepare airport master plan; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Conduct airport boundary survey; Wind Cone and segmented circle improvements; Rehabilitate/Reconstruct parking lot(s); Rehabilitate/Reconstruct/Construct/Purchase hangar(s); Rehabilitate/Reconstruct/Construct fencing/gates; Construct/expand hangar development area; Automated Weather Observation System (AWOS) improvements; Reimburse Development of Airport Overlay Land Use Ordinance; Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

You are further notified that the governing body of the City of Ashland, Wisconsin, will hear all interested persons, or their agents of attorneys, concerning the matter contained in the resolution above described report on **January 28, 2024 at 6:00 PM at City Hall Council Chambers, 601 Main Street West, Ashland, WI**. All objections will be considered at this hearing. To attend virtually, the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/500263957> or dial in using your phone (Toll Free): 1-877-309-2073 Access Code: 500-263-957. Please contact the Clerk's office at 715-682-7071 if you require accommodations to attend the meeting.

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

Denise Oliphant,
Ashland City Clerk

Ref: 2025-018

COUNCIL AGENDA: 7.A.
(1/28/2025)

SUBJECT: Approve a Resolution Petitioning the Secretary of Transportation for
Airport Improvement Aid for JFK Memorial Airport (*Airport*) Roll

RECOMMENDATION: Approval

**DEPARTMENT OF
ORIGIN:** Airport

CLEARANCES: Committee of the Whole, January 10, 2025
Airport Commission unanimously approved, January 23, 2025

EXHIBITS:

1. Proposed Resolution No. 17809
2. Proposed Improvements for JFK Memorial Airport
3. Letter RE John F. Kennedy Memorial Airport Petition
Package

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously
discussed and approved for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

An approved petition resolution is submitted for continued annual funding from the FAA and the
Wisconsin Bureau of Aeronautics. As described within the resolution, the requested

improvement description includes the runway reconstruction including lighting and signs which is slated for 2025. The petition resolution authorizes representatives of the governing body to execute the agency agreement and owner assurances.

A public hearing is required prior to approval of the resolution. The City Clerk confirms that a Type 1 notice was published in the Ashland Daily Press on January 16, 2025, or at least ten days before the hearing, and posted in at least three public places as well as on City social medias.

This item was discussed at the January 10, 2025 Committee of the Whole meeting and recommended to be forwarded to this Council meeting for formal approval. The item was discussed at the Airport Commission's January 23, 2025 meeting and approved unanimously.

RESOLUTION No. 17809

RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT AID

BY

**Common Council of the City of Ashland
Ashland County, Wisconsin**

WHEREAS, the City of Ashland, Ashland County, Wisconsin, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the John F. Kennedy Memorial Airport, Ashland County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition.

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows:

Rehabilitate/Reconstruct Runway 13/31, including lighting and signs; Rehabilitate/Reconstruct Runway 2/20, including lighting and signs; Install Precision Approach Path Indicators (PAPI) for Runway 13; Convert Runway 20 PAPI to LED; Install Runway End Identifier Lights (REIL) for Runway 13/31; Rehabilitate/Reconstruct/Widen/Construct entrance road; Reconstruct/Rehabilitate/Construct Taxiways/Taxilanes, including lighting and signs; Reconstruct/Rehabilitate/Expand apron; Pavement maintenance and markings; Land acquisition for runway approaches; Land acquisition for entrance road widening; Construct/Rehabilitate/Reconstruct/Purchase snow removal equipment storage building, including drainage improvements; Replace/enhance/improve/expand/purchase fuel system, including containment; Construct Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building;

Prepare airport master plan; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Conduct airport boundary survey; Wind Cone and segmented circle improvements; Rehabilitate/Reconstruct parking lot(s); Rehabilitate/Reconstruct/Construct/Purchase hangar(s); Rehabilitate/Reconstruct/Construct fencing/gates; Construct/expand hangar development area; Automated Weather Observation System (AWOS) improvements; Reimburse Development of Airport Overlay Land Use Ordinance; Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE MAYOR AND CITY CLERK be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

PASSED: JANUARY 28, 2025

Charlie Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CERTIFICATION

I, Denise Oliphant Clerk of the City of Ashland, Ashland County, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Common Council on January 28, 2025, adopted by a majority vote, and recorded in the minutes of said meeting.

City Clerk

**AGENCY AGREEMENT AND
FEDERAL BLOCK GRANT OWNER ASSURANCES**

**Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin**

WHEREAS, the City of Ashland, Ashland County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the John F Kennedy Memorial Airport project to:

Rehabilitate/Reconstruct Runway 13/31, including lighting and signs; Rehabilitate/Reconstruct Runway 2/20, including lighting and signs; Install Precision Approach Path Indicators (PAPI) for Runway 13; Convert Runway 20 PAPI to LED; Install Runway End Identifier Lights (REIL) for Runway 13/31; Rehabilitate/Reconstruct/Widen/Construct entrance road; Reconstruct/Rehabilitate/Construct Taxiways/Taxilanes, including lighting and signs; Reconstruct/Rehabilitate/Expand apron; Pavement maintenance and markings; Land acquisition for runway approaches; Land acquisition for entrance road widening; Construct/Rehabilitate/Reconstruct/Purchase snow removal equipment storage building, including drainage improvements; Replace/enhance/improve/expand/purchase fuel system, including containment; Construct Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building; Prepare airport master plan; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Conduct airport boundary survey; Wind Cone and segmented circle improvements; Rehabilitate/Reconstruct parking lot(s); Rehabilitate/Reconstruct/Construct/Purchase hangar(s); Rehabilitate/Reconstruct/Construct fencing/gates; Construct/expand hangar development area; Automated Weather Observation System (AWOS) improvements; Reimburse Development of Airport Overlay Land Use Ordinance; Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

WHEREAS, the sponsor adopted a resolution on January 28, 2025, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT.....

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director Bureau of Aeronautics	(Date)
--	--------

FEDERAL BLOCK GRANT OWNER ASSURANCES.....

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Ashland, Ashland County, Wisconsin

Matthew Mac Kenzie, Mayor

Denise Oliphant, City Clerk

Date

Date

Proposed Improvements for JFK Memorial Airport

- Rehabilitate/Reconstruct Runway 2/20, including lighting and signs (Beginning May 2025);
- Rehabilitate/Reconstruct Runway 13/31, including lighting and signs;
- Install Precision Approach Path Indicators (PAPI) for Runway 13;
- Convert Runway 20 PAPI to LED;
- Install Runway End Identifier Lights (REIL) for Runway 13/31;
- Rehabilitate/Reconstruct/Widen/Construct entrance road;
- Reconstruct/Rehabilitate/Construct Taxiways/Taxilanes, including lighting and signs;
- Reconstruct/Rehabilitate/Expand apron;
- Pavement maintenance and markings;
- Land acquisition for runway approaches;
- Land acquisition for entrance road widening;
- Construct/Rehabilitate/Reconstruct/Purchase snow removal equipment storage building, including drainage improvements;
- Replace/enhance/improve/expand/purchase fuel system, including containment;
- Construct Drainage improvements;
- Purchase mowing equipment;
- Purchase snow removal equipment;
- Conduct wildlife site visit update;
- Rehabilitate/Expand/Construct/Purchase terminal building;
- Prepare airport master plan;
- Update Airport Layout Plan, including bringing Exhibit A Property Map to standards;
- Conduct airport boundary survey;
- Wind Cone and segmented circle improvements;
- Rehabilitate/Reconstruct parking lot(s);
- Rehabilitate/Reconstruct/Construct/Purchase hangar(s);
- Rehabilitate/Reconstruct/Construct fencing/gates;
- Construct/expand hangar development area;
- Automated Weather Observation System (AWOS) improvements;
- Reimburse Development of Airport Overlay Land Use Ordinance;
- Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work

The purpose of a petition is to allow the DOT to act as agent for an airport in regard to a list of projects contained in the petition. Because Wisconsin is a channeling act state, airports are not allowed to seek any funds from the FAA without the request coming through the state. Projects are listed on a petition to limit the scope of the agency agreement (contained in the resolution and the section that allows DOT to act as agent). This petition process also satisfies a requirement to have a public involvement component of each project. Sponsors are not obligated to start or complete projects listed in the petition; it is simply a list of projects that the airport is interested in exploring over the next six years (the lifespan of a petition). The petition process can be a little confusing, but the obligations apply to “facilities developed under [a] project”; not the petitioned list of proposed projects. - WI BOA



Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

Scott Walker, Governor
Dave Ross, Secretary
Internet: <http://wisconsindot.gov>

Telephone: 608-266-3351
Facsimile (FAX): 608-267-6748

December 16, 2024

KARL KEMPER
JOHN F. KENNEDY MEMORIAL AIRPORT
ASHLAND, WISCONSIN

John F. Kennedy Memorial Airport Petition Package

Dear Karl:

As we discussed, here is a petition package to match the items covered in the July hearing notice. It covers all the items coming up in the airport's improvement program, including a refreshing of some of the items in the last petition. I have made up separate documents for the city and the county to sign. I think this is the way John has done these in the past—that is, having the city and county sign their own petition resolutions rather than having the airport commission sign and then get validation resolutions from the city and county.

I have enclosed the following to get you started on your airport's petition for federal and state aid for an airport development project:

1. Airport Aid Petition Resolution Checklist.
2. Resolution petitioning the Secretary for Airport Improvement Aid (one for the City and one for the County)
3. Agency and Assurances Agreement (one for the City and one for the County)
4. Chapter Trans 55, Wisconsin Administrative Code.
5. Federal Owner Assurances
6. Sample of the Notice of Public Hearing.
7. Sample of the Affidavit of Publication of the hearing notice.
8. Information on the airport development hearing process.
9. Information to be submitted in support of airport aid petitions.

It may be helpful for you to call Evan Krueger, the bureau's project manager for your airport, to discuss your request, to be ensure all needed work items are included. This will help assure no step in the process is missed and avoid the need for a new resolution.

The public hearing is the first step in the petition process. Wisconsin Statutes require at least **ten (10)** days notice of the public hearing is provided by publication of a Class I notice in the local legal paper. It is also imperative that **all** the work items you wish to petition for are listed in the notice and addressed in the public hearing. An affidavit of publication signed by the publisher and notarized is also required. An exhibit showing the location of the proposed work (including land to be acquired) should be made available for inspection at the public hearing. Please include a copy of this exhibit in your petition package to clarify the intent of your request.

The sample hearing notice includes suggested wording for meeting the requirements of the Americans with Disabilities Act (ADA).

After the public hearing, the airport's governing body can pass the petition resolution. The petition resolution authorizes representatives of the governing body to execute the agency agreement and owner assurances. Please return one original copy of the petition resolution and two copies of the agency agreement and owner assurances. A copy of the agency and assurances agreement will be returned to you after it is signed by the bureau director.

The Bureau of Aeronautics recommends that general aviation airport sponsors budget 20% of the project costs as their share of all projects.

Please contact me at brandon.benjamin@dot.wi.gov with any questions.

Sincerely,
Brandon Benjamin
Airport System Planner

W:\Airports\JFK Memorial Airport\Petition\12-24ASXltr.doc
Enclosures

102dev.dot/r.01/09/2017

SUBJECT: Approval to Purchase of New Snow Plow Truck (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Committee of the Whole, January 10, 2025

EXHIBITS:

1. Bid Tabulation 2024 Salt Truck
2. Award Letter - Box & Attachments
3. Award Letter - Chassis

EXPENDITURES REQUIRED:

\$ 125,250 - Chassis
<u>157,395</u> - Box
\$ 282,645

AMOUNT BUDGETED: To be budgeted via 2026 planned general obligation borrowing.

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 22, 2025 that both UP Truck Center and Monroe Truck Equipment are in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Public Works Department maintains two single axle plow trucks with a salt/sander box. These trucks are used during the winter to plow the various highways in the City limits as well

as other priority streets. The salt/sander box allows for application of material to improve safety during winter conditions. The Department also uses a small pick-up truck to apply sand to residential streets, but the two single axle plow trucks are the only means of salt application. In the summer, one of the trucks is used to transport rock for spray patching, which is the City's primary method of repair streets with City forces.

One truck was purchased in 2006. The Department previously completed some renovation/repairs on the truck to extend its useful life up to twenty years. One issue with the truck is a lack of a stainless-steel box, which has led to corrosion due to the storage of salt. In anticipation of very long lead times for this type of equipment, the Department recently solicited bids for a replacement truck. Bids were opened on December 3, 2024. The lowest bid for the truck and salt/sander box that met the department's specifications totaled \$282,645.00. The truck chassis would be purchased from U.P. Truck Center in Quinnesec, MI at the cost of \$125,250, and the salt/sander box would be purchased from Monroe Truck Equipment at a cost of \$157,395.

The truck with installed salt/sander will not be ready for delivery, with payment due, until Spring 2026. The truck chassis will be ready for delivery, with payment due, in Fall 2025.

On January 10, 2025, the Committee of the Whole offered their approval to forward the item to Council for formal approval. The funds would be budgeted in the 2026 Capital Improvement plan with both items to be paid via planned general obligation borrowing, with the truck chassis would be purchased with internal funds and then reimbursed from the borrowing following budget approval.

BIDDING SUMMARY: Single Axle Salter Chassis & Salter Sander box w/Attachments
BID DATE: December 3, 2024 at 2:30pm

Bidder	Item to Bid	Bid Amount	Warranty Info Included	Comments
Premier Truck Group	2026 Western Star 47X SFA (included Monroe Truck Package in bid folder)	\$142,121.50	W/Monroe Truck Package: \$299,516.50	
Truck Country	Chassis Only: 2026 Western Star 47X	\$135,773.00		
Truck Country	Chassis Only: 2026 Freightliner 114SD	\$124,088.00		Did not meet specs
Truck Country	Chassis Only: 2026 Freightliner 108SD	\$118,588.00		Did not meet specs
I State Truck Center	2026 Western Star 47X Setforward (included Monroe Truck Package in bid folder)	\$131,000.00	W/Monroe Truck Package: \$288,395.00	
Ascendance Truck Centers	2026 International HV507 (included Monroe Truck Package in bid folder)	\$121,905.00	W/Monroe Truck Package: \$279,300.00	Did not meet specs
U.P. Truck Center Inc.	Chassis Only: 2026 Western Star 47X	\$125,250.00		
Boyer Trucks	Chassis Only: 2026 Western Star 47X	\$137,739.00		
Monroe Truck Equipment	2025 Monroe RDS-120-96-56-SS	\$157,395.00		
	MP48R12-I5CT-HHL			
	MS4512-FX			
	9DFWMB			
	LDS-455			
	10FT SANDER/DUMP BODY & HYDROLICS - \$95,534.00			
	9FT DOUBLE FUNCTION HEAVY DUTY PATROL WING W/FULL FLOTATION - \$16,541.00			
	12FT REVERSIBLE HEAD PLOW - \$19,652.00			
	12FT FIXED ANGLE UNDERBODY SCRAPER - \$17,355.00			
	LIQUID DISPENSER PRE-WET SYSTEM - \$8,313.00			

January 29, 2025

Monroe Truck Equipment
Tom Shartner
1601 E 29th Street
Marshfield, WI 54449

Dear Mr. Shartner,

Thank you for submitting your bid for the Monroe box and attachments. At the January 28, 2025 City of Ashland Council meeting, the Common Council accepted your bid of \$157,395.00.

Please coordinate with Todd Johnson at U.P. Truck Center, Inc., 906-458-6985, regarding delivery of the chassis to one of your Monroe Truck facilities.

Accept this as your notice of award; proceed with the order as specified. Please sign and return this letter at your earliest convenience. If you have any questions feel free to contact Randy Tody, at 715-682-7065.

Sincerely,



David Garrington
Administrative Manager

ACCEPTANCE:

Company Representative

Date

January 29, 2025

U.P Truck Center, Inc.
Todd Johnson
4920 Menominee Street
Quinnesec, MI 49876

Dear Mr. Johnson,

Thank you for submitting your bid for the 2024 *Make & Model*. At the January 28, 2025 City of Ashland Council meeting, the Common Council accepted your bid of \$125,250.00, including warranty, licensing and title.

Please coordinate with Tom Schartner, Monroe Truck Equipment, 715-558-1165 regarding delivery of the chassis to a Monroe Truck facility.

Accept this as your notice of award; proceed with the order as specified. Please sign and return this letter at your earliest convenience. If you have any questions feel free to contact Randy Tody, at 715-682-7065.

Sincerely,



David Garrington
Administrative Manager

ACCEPTANCE:

Company Representative

Date

Ref: 2025-020

COUNCIL AGENDA: 7.C.
(1/28/2025)

SUBJECT: Consideration of the Annual Resolution to Observe World Migratory Bird Day in Ashland, Wisconsin, on Saturday, May 24, 2025, as Part of the Chequamegon Birding and Nature Festival (*Parks*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS: 1. Proposed Resolution No. 17810

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Since 2013 the City of Ashland has been designated as a Bird City Wisconsin municipality and is one of eighty communities in Wisconsin with this designation. Applications are due in March

2025. The Chequamegon Birding and Nature Festival will be held May 22-24, 2025, organized by the Ashland Area Chamber of Commerce. It is during this event we announce the World Migratory Bird Day observance.

The mission of the Bird City Wisconsin is to encourage all communities in Wisconsin to implement sound bird-conservation practices by offering public recognition to those that succeed in (a) enhancing the environment for birds and (b) educating the public about the interactions between birds and people and about the contributions birds make to a healthy community.

RESOLUTION No. 17810

RESOLUTION TO OBSERVE WORLD MIGRATORY BIRD DAY IN ASHLAND, WISCONSIN ON SATURDAY, MAY 24, 2025 AS PART OF THE CHEQUAMEGON BIRDING AND NATURE FESTIVAL

Whereas, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*

Whereas, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

Whereas, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

Whereas, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*

Whereas, public awareness and concern are crucial components of migratory bird conservation, *and*

Whereas, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations, *and*

Whereas, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

Whereas, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply have fun, *and*

Whereas, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*

Whereas, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

PASSED: January 28, 2025

Alderperson

ATTEST: _____
Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Ref: 2025-021

COUNCIL AGENDA: 8.A.
(1/28/2025)

SUBJECT: Consider a Request for Change of Agent for Kwik Trip #110, 1814 Lake Shore Drive West, Ashland, for the Class A Fermented Malt Beverage and Cider, and the Cigarette, Tobacco and Vaping Devices Licenses, Applicant, Jeremy Miller (*Clerk*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police background check

EXHIBITS:

1. Letter from Kwik Trip 12-31-2024
2. Alcohol Beverage Appointment of Agent and Questionnaire - redacted
3. Cigarette Tobacco and Electronic Vaping Device Appointment of Agent and Questionnaire - redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Clerk's office received a request to change agent for both alcohol and tobacco products at Kwik Trip #110 at 1814 Lake Shore Drive West, Ashland. Jeremy Miller has been assigned as new manager of this store.

Staff is requesting Council's approval of the applications.



Legal

PHONE 608-781-8988

FAX 608-793-6120

December 31, 2024

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

www.kwiktrip.com

City Clerk
City of Ashland
601 Main St. W.
Ashland, WI 54806-1537

RE: Appointment of Agent
Kwik Trip 110
1814 Lake Shore Dr. W.

Dear City Clerk:

A new manager, Jeremy Miller, has been assigned to oversee the Kwik Trip 110 convenience store. Therefore, we would like to appoint Jeremy as the agent of the store.

Enclosed please find the completed agent forms along with a \$10.00 check for the processing fee for this service. I respectfully request that you include this item on the agenda of your City Council meeting for consideration.

If you require any further information, please contact me at (608) 793-6262 or DHafner@kwiktrip.com. Thank you in advance for your assistance with this matter.

Yours truly,

A handwritten signature in black ink, appearing to read 'Deanna', written over a horizontal line.

Deanna Hafner
Licensing Agent

Enclosures

**Alcohol Beverage
Appointment of Agent**Date **Agent Type (check one)**☐ Original (no fee)☒ Successor (\$10 fee for municipal licensees only)**Part A: Business Information**

1. Legal Business Name (individual name if sole proprietor)

Kwik Trip, Inc.

2. Business Trade Name or DBA

Kwik Trip 110

3. Entity Type (check one)

☐ Limited Liability Company☒ Corporation☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

New manager assigned to oversee the store.

Part B: Agent Information

1. Last Name

Miller

2. First Name

Jeremy

3. M.I.

R.

4. Email

LicensingDept@kwiktrip.com

5. Phone

6. Home Address

54085 Kinnickinnic Rd.

7. City

Ashland

8. State

WI

9. Zip Code

54806

10. Age

47

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

WI

Part C: Agent Questions1. Have you satisfied the responsible beverage server training requirement?
Submit proof of completion.☒ Yes ☐ No2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire?
Submit a completed Form AB-100 with this form.☒ Yes ☐ No3. Have you been a Wisconsin resident for at least 90 continuous days?
See instructions for exceptions.☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Zietlow		First Name Scott	M.I. P
Title CEO/President	Email LicensingDept@kwiktrip.com	Phone (608) 791-7385	
Signature <i>Scott P. Zietlow</i>		Date 12/30/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Miller		First Name Jeremy	M.I. R
Signature <i>Jeremy Miller</i>		Date 12/30/2024	

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Kwik Trip, Inc.
2. Business Trade Name or DBA
Kwik Trip 110
3. Entity Type (check one)
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Miller	Jeremy	R.
4. Relationship to Business (Title)	5. Email	6. Phone
Agent	LicensingDept@kwiktrip.com	
7. Home Address		
54085 Kinnickinnic Rd.		
8. City	9. State	10. Zip Code
Ashland	WI	54806
11. Date of Birth	12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
8/5/1977		WI

Part C: Address History

1. Do you currently reside in Wisconsin?	☒ Yes ☐ No		
2. If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?	Years: Months:		
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1	City	State	Zip Code
54085 Kinnickinnic Rd.	Ashland	WI	54806
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
WI	Ashland		
State	County	State	County
AZ	Pima		

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

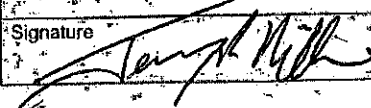
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?	☒ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?	☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?	☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date 12/30/2024

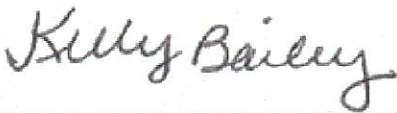
Wisconsin Responsible Beverage Seller/Server Training

JEREMY MILLER

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL174841

Date of Completion: 05/25/2023



Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

Form

CTV-102

Cigarette, Tobacco, and Electronic Vaping Device
Appointment of Agent

Date

Agent Type (check one): ☐ Original ☒ Change

Part A: Agent Information		
1. Last Name Miller	2. First Name Jeremy	3. M.I. R
4. Email LicensingDept@kwiktrip.com	5. Phone [REDACTED]	
6. Home Address 54085 Kinnickinnic Rd.		
7. City Ashland	8. State WI	9. Zip Code 54806
10. Date of Birth 8/5/77	11. Driver's License/State ID Number [REDACTED]	12. Driver's License/State ID State of Issuance WI
Part B: Questions		
1. Have you completed Form CTV-101, <i>Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire</i> ? Submit a completed Form CTV-101 with this form. ☒ Yes ☐ No		
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary. New manager assigned to oversee the store.		
Part C: Business Information		
1. Legal Business Name (individual name if sole proprietor) Kwik Trip, Inc.		
2. Business Trade Name or DBA Kwik Trip 110		
3. Entity Type (check one) ☐ Limited Liability Company ☒ Corporation		
4. Premises Address 1814 Lake Shore Dr. W.		
5. City Ashland	6. State WI	7. Zip Code 54806
Part D: Attestations		
READ CAREFULLY BEFORE SIGNING: I, the Licensee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.		
Signature of Licensee (officer, member, or authorized signatory) Scott P. Zietlow		Date 12/30/24
Name of Person Signing for Licensee Scott P. Zietlow		Title President
READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.		
Signature of Agent [Signature]		Date 12/30/2024

CTV-102 (N. 2-24)

Wisconsin Department of Revenue

Form

CTV-101

Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire

Date

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Kwik Trip, Inc.

2. Business Trade Name or DBA

Kwik Trip 110

3. Entity Type (check one)



Sole Proprietor



Partnership



Limited Liability Company



Corporation

Part B: Individual Information

1. Name (Last)

Miller

2. Name (First)

Jeremy

3. Name (M.I.)

R.

4. Relationship to Business (Title)

Agent

5. Email

licensingDept@kwiktrip.com

6. Phone

7. Home Address

54085 Kinnickinnic Rd.

8. City

Ashland

9. State

WI

10. Zip Code

54806

11. Date of Birth

8/5/1977

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WI

Part C: Individual's Address History

List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1	City	State	Zip Code
54085 Kinnickinnic Rd.	Ashland	WI	54806
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
Previous Address 6	City	State	Zip Code

If applicable, list all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Ashland						
AZ	Pima						

Continued →

Part D: Individual's Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws, or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below:

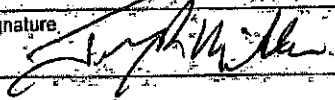
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation by Individual

READ CAREFULLY BEFORE SIGNING: I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than \$1,000 if convicted. I declare under penalties of the law that I have examined this information and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.

Signature  Date 12/30/2024

Part F: Licensing Authority Approval

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual qualifies to serve in the reported role with the above-named business.

Name of Local Official	Title
Signature of Local Official	Date

Ref: 2025-022

COUNCIL AGENDA: 8.B.
(1/28/2025)

SUBJECT: Consider Accepting a Bid and Award Contract to Howard Immel Inc. for Vaughn Library Renovation (*Library*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Library

CLEARANCES: Library Director

EXHIBITS:

1. Bid Form - Howard Immel Inc.
2. Contract Agreement between City of Ashland and Howard Immel Inc

EXPENDITURES REQUIRED: Funds to pay for this construction contract are included in the \$4.3M Municipal Bond, a \$3.3M Department of Energy, Housing and Community Resources Flexible Facilities Grant and Vaughn Library donations.

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 22, 2025 that Howard Immel Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: By 2026, Taxpayers and City employees will have access to and work in City buildings and facilities that project the historical character of the City, generate lower operating costs, and have extended life spans.

SUMMARY STATEMENT:

Working with the architectural firm Engberg Anderson, a bid package for renovating the Vaughn Library's 1st, 2nd & 3rd floors was made public from November 27 through January 16, 2025 on QuestCDN and in the local newspaper. The bids were opened at 2 pm on January 16, 2025. Howard Immel Inc. returned the lowest bid and met all qualifications.

The Vaughn Library Renovation team was happy to have four competing bids for renovating all three floors of the building. Howard Immel Inc. was the lowest bid. The construction company is well qualified and receives high recommendations from past clients and city officials who have previously worked with them both on civic and historic restoration projects. Their bid is slightly below the estimated budget, allowing the project to proceed in its entirety.

**SECTION 00 41 13
BID FORM**

STIPULATED SUM-SINGLE PRIME CONTRACT

RENOVATION

PART 1 - GENERAL

1.1 OWNER RECEIPT OF BIDS

- A. Bids will be received at the Library
1. See Section 00 11 13 for time and place of bid submission.
- B. All Proposals MUST be submitted on this form with original signatures for consideration.
1. Complete individual bid sections as formatted below.
 2. All bids shall be based on complete compliance with the Bid Documents.
 3. Submit Bid in accordance with the provisions of Section 00 21 13 – Instructions to Bidders.
 4. Facsimiles will not be accepted.

1.2 BIDDER

This Bid is submitted to the Owner by:

Howard Immel Inc.

(An Individual) (A Partnership) (A Corporation) (A Joint-Venture) (cross out inapplicable)
of

<u>2601 Development Drive</u>	<u>Green Bay</u>	<u>WI</u>	<u>54311</u>	<u>(920) 468-8208</u>
Street Address	City	State	Zip Code	Telephone No.

for the construction of an expanded and renovated library and hereby agree to execute a Contract, furnish satisfactory Bonds and Certificates, and complete the referenced project in strict accordance with the Contract Documents. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form identified in the Contract Documents to complete the Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid. The Bid reflects the Owner's status as a Tax Exempt Agency.

1.3 BIDDERS REPRESENTATIONS

A. Non-Collusion:

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: this Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
2. In submitting this Bid, Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the bid:
 - a. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

- B. In submitting this bid, the bidder makes the representations listed in the Section "Instructions to Bidders" 00 21 12 - 1.12 items B.

PART 2 - BID SCHEDULE

2.1 BASE BID – GENERAL CONSTRUCTION BASE PROJECT

- A. Provide the Work described in the Bid Documents inclusive of all material parts, accessories, labor, transportation, delivery and all incidental items required to provide a complete and operational installation for the sum of

Three million Two Hundred Fifty Eight Thousand and Twelve
Dollars (\$ 3,258,012).

2.1B BASE BID – GENERAL CONSTRUCTION FLEXIBLE FACILITIES GRANT SCOPE OF WORK

- B. Provide the Work described in the Bid Documents inclusive of all material parts, accessories, labor, transportation, delivery and all incidental items required to provide a complete and operational installation for the sum of

Two Million Five Hundred Forty Thousand Seven Hundred
Dollars (\$ 2,540,793). Ninety Three

2.2 UNIT PRICING – BRICK REPOINTING AND REPLACEMENT

A. UNIT PRICE 1a – ADDITIONAL BRICK REPOINTING – NORTH, EAST AND SOUTH ELEVATIONS

- B. Provide the Unit Price for every additional 100 square feet of Brick Repointing Work described in the Bid Documents inclusive of all material parts, accessories, labor, transportation, delivery and all incidental items required to provide a complete and operational installation for the sum of

Four Thousand Seven Hundred and Eleven Dollars (\$ 4711).

C. UNIT PRICE 1b – ADDITIONAL BRICK REPOINTING – WEST ELEVATION

- D. Provide the Unit Price for every additional 100 square feet of Brick Repointing Work for the West Elevation described in the Bid Documents inclusive of all material parts, accessories, labor, transportation, delivery and all incidental items required to provide a complete and operational installation for the sum of

Six Thousand Five Hundred Thirty Six Dollars (\$ 6536).

E. UNIT PRICE 2a – ADDITIONAL BRICK REMOVE AND REPLACE – NORTH, EAST AND SOUTH ELEVATIONS

- F. Provide the Unit Price for every additional 100 square foot of Brick Remove and Replacement Work described in the Bid Documents inclusive of all material parts, accessories, labor, transportation, delivery and all incidental items required to provide a complete and operational installation for the sum of

Nineteen Thousand Eight hundred and Seventeen Dollars (\$ 19,817).

G. UNIT PRICE 2b – ADDITIONAL BRICK REMOVE AND REPLACE – WEST ELEVATION

- H. Provide the Unit Price for every additional 100 square foot of Brick Remove and Replacement Work for the West Elevation described in the Bid Documents inclusive of all material parts, accessories, labor, transportation, delivery and all incidental items required to provide a complete and operational installation for the sum of

Twenty Six Thousand Four Hundred Ninety Two Dollars (\$ 26,492).

2.3 ALTERNATE BIDS:

A. ALTERNATE BID 1 – FIREPLACE and WOOD SURROUND, BOTH SIDES

1. Base Bid: The base bid includes painted gypsum board wall face with base to match the adjacent walls in lieu of the fireplace and wood surround (both sides) as shown in Drawings.
2. Alternate Bid: Alternate includes inclusion of fireplace and wood surrounds (both sides) as detailed in Drawings.

(ADD) Fourteen Thousand Five Hundred Dollars (\$ 14,500).

B. ALTERNATE BID 2 – PAINT BOTH NORTH and SOUTH STAIRWELLS

1. Base Bid: All Base bid has no work in this area.
2. Alternate Bid: Paint all walls; railings, steel stringers, risers and steel tread lips, underside of landings and stair runs.

(ADD) Nineteen Thousand Dollars (\$ 19,000).

C. ALTERNATE BID 3 – ADDITIONAL OPENINGS in BASEMENT ROOMS B10 and B11.

1. Base Bid: Base bid has no work in this area.
2. Alternate Bid: Alternate includes creating new openings as shown,

(ADD) Nine Thousand Three Hundred Dollars (\$ 9,300).

D. ALTERNATE BID 4 – NEW PLYWOOD FLOORING at ROOM B03.

1. Base Bid: Base bid has no work in this area.
2. Alternate Bid: Alternate includes removal of existing plywood sub floor and replace with new marine grade plywood.

(ADD) Six Hundred Dollars (\$ 600).

E. ALTERNATE BID 5 – LOWER SANITARY SEWER LATERAL.

1. Base Bid: Base bid has no work in this area.
2. Alternate Bid: Alternate includes removal of existing sewer lateral and replace with new lowered sewer lateral.

(ADD) Forty Five Thousand Five Hundred Dollars (\$ 45,500).

PART 3 - CERTIFICATES AND SIGNATURES

3.1 THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

- A. Addendum 1, dated 12/06/24. Addendum 4 dated 12/24/24
B. Addendum 2, dated 12/13/24. Addendum 5 dated 01/10/25
C. Addendum 3, dated 12/17/24. Addendum

3.2 THE BIDDER HAS ATTACHED THE FOLLOWING ITEMS TO THIS BID FORM:

- A. Qualification Statement, Section 004513.
B. Bid Bond

3.3 SIGNATURES AS REQUIRED TO BIND THE BIDDER.

I, Paul Martzke (name) certify that I am employed as the
President (title) of Howard Immel Inc. (company),

a bidder for the prime contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein.



Signature

Paul Martzke

Name

President

Title

01/16/25

Date



END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

HOWARD IMMEL INC.
2801 Development Drive
Green Bay, WI 54311

SURETY:

(Name, legal status and principal place
of business)

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF ASHLAND, WI

601 Main Street West, Ashland, WI 54806

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Vaughn Public Library, Ashland, Wisconsin.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of January, 2025


(Witness)


(Witness)

HOWARD IMMEL INC.

(Principal)

(Seal)

(Title)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

(Seal)

(Title) Kelly Cody, Attorney in Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209723-354019**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian Krause, Kelly Cody, Marc Sacia, Roxanne Jensen, Trudy A. Szalewski

all of the city of Milwaukee state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 2025



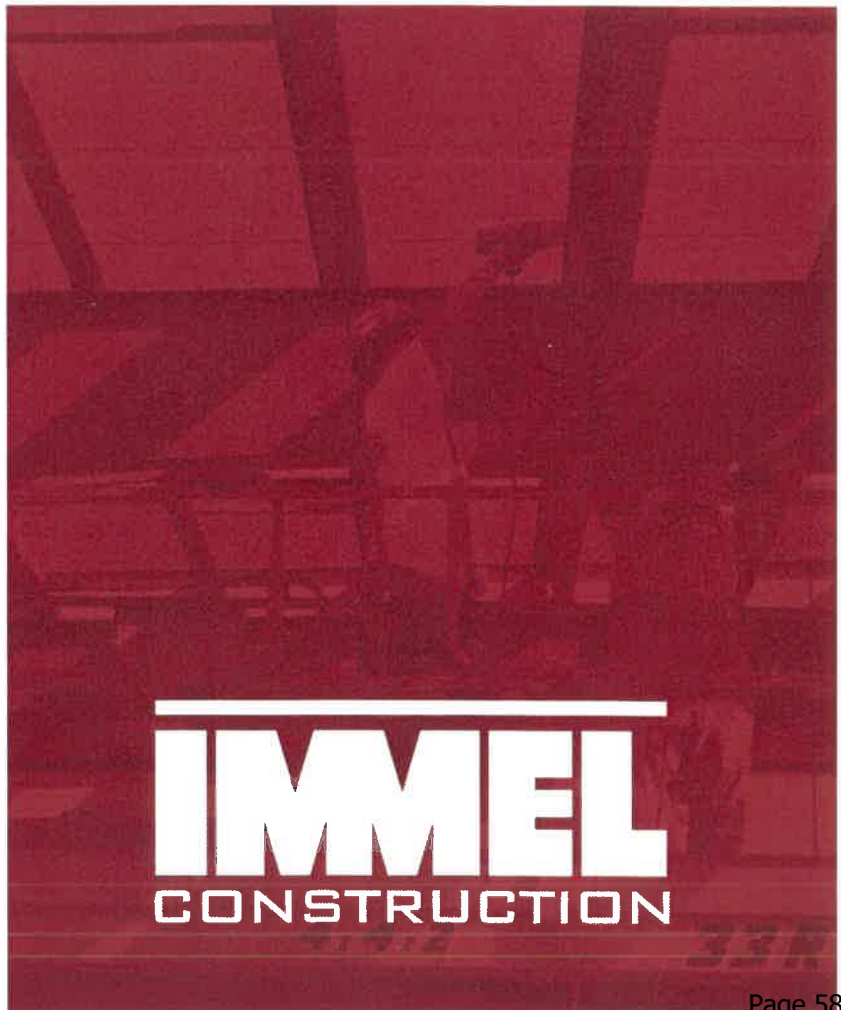
By:

Renee C. Llewellyn, Assistant Secretary



A Qualification Statement for
**VAUGHN PUBLIC LIBRARY
RENOVATION**

December 30, 2024



SECTION 00 45 13
QUALIFICATION STATEMENT

PART 1 - GENERAL

1.1 OWNER RECEIPT OF QUALIFICATION STATEMENTS

- A. Qualification Statements are to be appended to the Bid Form and submitted as part of the Bid.
1. Provide all attachments identified in the body of the attached form.
 2. Provide telephone numbers and addresses for all corporations, individuals or entities listed as references or sources of information in the body of the form or the required attachments.
 3. Form shall be signed and notarized. Signatory party shall be as legally designated to bind the corporation.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 BIDDER INFORMATION

By:		
Name	<u>Laura Reed</u>	☒ Corporation
Company	<u>Immel Construction</u>	☐ Partnership
Address	<u>2601 Development Drive</u>	☐ Individual
City/State/Zip	<u>Green Bay, WI 54311</u>	☐ Joint Venture
Phone	<u>(920) 468-8208</u>	☐ Other
Fax	<u>(920) 468-7160</u>	
Type of Work	<u>General Construction</u>	

The submitter certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. The information provided will be used in evaluating the ability of the potential bidder to complete the proposed work and shall be held in confidence.

3.2 ORGANIZATION

A.	How many years has your organization been in business as a contractor?	63
B.	How many years has your organization been doing business under its present business name?	63

C.	Under what other names has your organization operated under?	N/A
----	--	-----

Name	Time frame

D.	Corporate Information: Complete this section if your organization is a corporation.
Date of Incorporation	1961
State of Incorporation	Wisconsin
President's Name	Paul Martzke
Vice President's name(s)	Alex Santos
Secretary's Name	Paul Martzke
Treasurer's name	Alex Santos

E.	Partnership Information: Complete this section if your organization is a partnership.
Date of Organization	
Type of Partnership	
Names of General Partners	

F.	Individual Ownership Information: Complete this section if your organization is individually owned.
Date of Organization	
Name of Owner:	

G.	If other than the types identified above, describe your organization and name the principal individuals.
	Description Name of Principals:

H.	Licensing: List the jurisdictions and trade categories in which your organization is licensed or registered to do business																		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 45%; text-align: left;">Trade Area</th> <th style="width: 35%; text-align: left;">Jurisdiction</th> <th style="width: 20%; text-align: left;">License or Registration No.</th> </tr> <tr> <td colspan="3" style="padding: 5px;"> Immel Construction is licensed to do work throughout the Midwest, see attached map. </td> </tr> <tr><td colspan="3"></td></tr> <tr><td colspan="3"></td></tr> <tr><td colspan="3"></td></tr> <tr><td colspan="3"></td></tr> </table>	Trade Area	Jurisdiction	License or Registration No.	Immel Construction is licensed to do work throughout the Midwest, see attached map.														
Trade Area	Jurisdiction	License or Registration No.																	
Immel Construction is licensed to do work throughout the Midwest, see attached map.																			

I.	Licensing: List the jurisdictions in which your organization's partnership or trade name is filed																
	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 75%; text-align: left;">Organization or Trade Name</th> <th style="width: 25%; text-align: left;">Jurisdiction</th> </tr> <tr><td colspan="2"></td></tr> <tr><td colspan="2"></td></tr> <tr><td colspan="2"></td></tr> <tr><td colspan="2"></td></tr> <tr><td colspan="2"></td></tr> <tr><td colspan="2"></td></tr> <tr><td colspan="2"></td></tr> </table>	Organization or Trade Name	Jurisdiction														
Organization or Trade Name	Jurisdiction																

3.3 HISTORY

A.	Experience: List the categories of work your organization normally performs with it's own forces.	
	Concrete	
	Carpentry	
	Demolition	
B.	On a separate sheet, list construction projects your organization has in progress. Provide the following information for each project:	See attached
	Name of Project	
	Name of Owner (Include contact name and phone number)	
	Name of Architect (Include contact name and phone number)	
	Contract Amount	
	Percent Complete	
	Scheduled Completion Date	
	State the total value of Work in progress.	\$
C.	On a separate sheet, list the construction projects that are of similar size, complexity that your firm has completed in the past five years. Provide the following information for each project:	See attached
	Name of Project	
	Name of Owner (Include contact name and phone number)	
	Name of Architect (Include contact name and phone number)	
	Contract Amount	
	Completion Date	
	Percentage of total cost of the work completed with your own forces.	
D.	Claims and Suites: If the answer to any of these is yes, attach details.	
	Has your organization ever failed to complete any work awarded to it?	No
	Are there any judgments, claims, arbitration proceedings or suits pending with regards to contracts within the last five years?	No
	Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years?	No
	Has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract?	No

3.4 REFERENCES

A.	Trade References	See attached
-----------	-------------------------	---------------------

1	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

2	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

3	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

B.	Bank References	See attached
-----------	------------------------	---------------------

1	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

2	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

C.	Surety	See attached
----	--------	--------------

Information for Bonding Company

1	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

Information for Agent

1	Name
	Company
	Address
	City/State/Zip
	Phone
	Fax

3.5 FINANCIAL INFORMATION

A.	Financial Statement: Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Other Liabilities. The financial statement attached should be for the identical organization named on page 1. See attached
----	--

B.	Name of firm providing attached financial statement and date thereof.
----	---

1	Name	Sandy Friess
	Company	Wipfli
	Address	2901 E Enterprise Ave #500

City/State/Zip	Appleton, WI 54913
Phone	(920) 739-6500
Fax	(920) 739-6707

3.6 KEY PERSON INFORMATION

A.	Provide relevant date for the Project Manger to be assigned to this project: Attach a separate sheet if necessary.	See attached
-----------	---	---------------------

1 Name:

2 Experience with current organization

Project Name	Dates Start/Finish	Responsibilities

3 Past experience with other organizations

Employer	Dates Start/Finish	Responsibilities

4 References

Name/Title	Phone	Project

B.	Provide relevant date for the Site Superintendent to be assigned to this project: Attach a separate sheet if necessary.	See attached
-----------	---	---------------------

1 Name:

2 Experience with current organization

Project Name	Dates Start/Finish	Responsibilities

3 Past experience with other organizations

Employer	Dates Start/Finish	Responsibilities

4 References

Name/Title	Phone	Project

3.7 SIGNATURES

Signature

PAUL MARTZKE

Name

PRESIDENT

Title

12/30/24

Date

WITNESS

Connie Lemmens

Signature

CONNIE LEMMENS

Notary

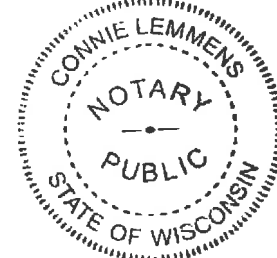
Date

12/30/24

Commission Expiration Date

4/24/28

Corporate Seal (if required)



Notary Seal

END OF SECTION 00 45 13

HOWARD IMMEL, INC.

Corporate Office

2601 Development Drive
Green Bay, WI 54311
Phone: 920.468.8208
Fax: 920.468.7160

ESTABLISHED APRIL 11, 1961

100% Employee Owned - ESOP
Corporation - S - Corp
Employees - 110
State of Wisconsin
Contractors License #318902
Federal ID #39-0982299

PRESIDENT

Paul Martzke, AIA, LEED AP
920.406.0137
paulma@immelconstruction.com

OUR CORE VALUES



Community



Safety



Transparency



Craftsmanship



Integrity



Reliability

CORPORATE PROFILE

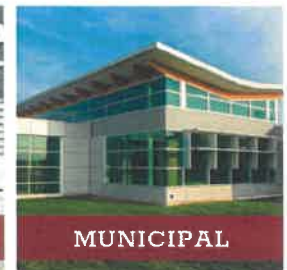
Howard Immel, Inc. is a construction services company providing general construction, project management, estimating, and design/build services to meet the needs of our clients. Immel has extensive knowledge in all aspects of construction including new construction, retrofits, remodels and build outs. We serve a broad client base in over 20 states that includes work in the following industries:



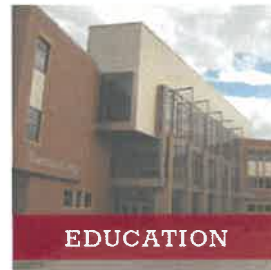
COMMERCIAL



INDUSTRIAL



MUNICIPAL



EDUCATION



HISTORIC
RESTORATION



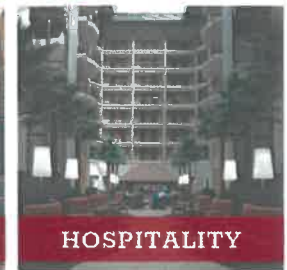
RETAIL



HEALTHCARE



FOOD SERVICE



HOSPITALITY

Since 1961, Immel has established an experienced team of knowledgeable experts to focus on your specific needs and serve as an extension of you. We help make informed decisions before, during, and after your project with an emphasis on quality while remaining on time and within budget.

We take great pride in the areas of expertise we provide our clients including site development, estimating and scheduling, engineering, construction, and safety. We also may perform concrete, carpentry, demolition, and steel erection, providing improved control of the overall project.

Our customers have responded to this approach with tremendous loyalty that allows us to form long lasting relationships and build a solid foundation of experience. We maintain these ongoing relationships with our clients throughout the country by completing projects on schedule, within budget, and with the quality our clients expect.

PROVIDING
GENERAL CONTRACTING,
CONSTRUCTION
MANAGEMENT, ESTIMATING,
AND DESIGN/BUILD SERVICES
TO MEET THE NEEDS OF THE
MARKETS WE SERVE



General
Contractor



Construction
Manager



Design
Build



Cost
Estimating



Industrial/
Millwright



Pre-Engineered
Buildings



Historic
Restoration



Pre-Construction
Services



Self-Performed
Work



ST. MARY'S MEDICAL CENTER
GREEN BAY, WI



VFW AQUATIC CENTER
DE PERE, WI



YELLOWJACKET STUDENT UNION
SUPERIOR, WI

Known as an established, quality construction manager and general contractor, Immel Construction has a large repeat customer workload and has built a strong reputation in the industry. Our team of experts perform the initial tasks essential to getting any project off to a strong start, leading to timely completion.

No project is the same, and Immel Construction offers our clients extensive experience in multiple delivery methods to ensure the best fit for the project.

GENERAL CONTRACTOR

Schedule and budget needs are met and exceeded with Immel as your General Contractor, heading construction and managing subcontractors in the most efficient way possible.

CONSTRUCTION MANAGEMENT

Immel Construction is involved in the project early in the planning process to ensure seamless phasing of the project as your Construction Manager. We provide pre-construction services and guide our clients through project completion.

DESIGN BUILD

We partner with architects to offer design-build services from initial programming to construction documents, and it grants our clients a single source over the course of the entire project. Throughout this progression, we supplement the creative process with practical construction knowledge.

COMPANY HISTORY

Since 1961, Immel Construction has played a significant role in the development of some of Wisconsin and the Midwest's most recognizable landmarks and facilities. The company has spent years crafting their name, reputation, and employees around its mission and core values.

1950s

Howard Immel and his brother, Ed, joined their father and uncle working at Immel Construction Company in Fond du Lac, Wisconsin.

1961

Howard Immel eventually set out on his own and founded Howard Immel, Inc. in 1961. Howard and his wife, Gail, ran the company from their home before moving to rental quarters.

1978

In 1978, Greg and Gary Immel, along with Elton Harpt, Bob Huettl and Bud Schroder, acquired Howard Immel, Inc. and, in the time-honored Immel tradition, continued offering their clients quality they valued.

1982

The firm moved to its current location on Radisson Street, making Green Bay their long-time home.

2006

In 2006, Greg and Gary Immel passed ownership of the company to Kelly Hafeman and Pete Smits, both long-time Immel employees.

2019

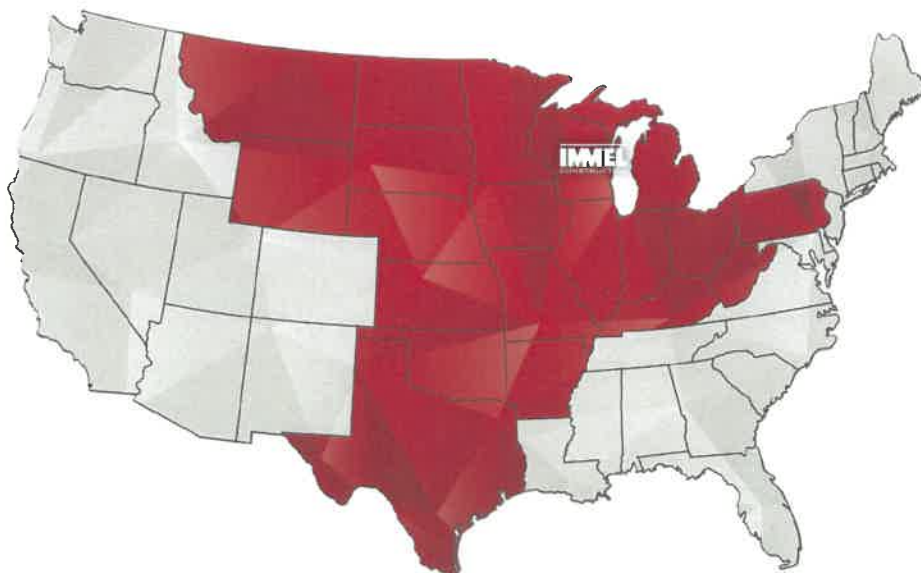
Kelly Hafeman and Pete Smits sell their shares of the company to an Employee Stock Ownership Plan, and Immel Construction becomes a 100% Employee Owned company.

Today

Immel continues to be a recognized and trusted contractor in the Midwest, holding partnerships with clients who share similar philosophies and work ethics.

PROJECT REACH

Immel Construction serves its established customer base, including clients in healthcare, retail, industrial, and commercial industries, throughout the United States. We have the ability to legally complete work in all 50 states and have expanded outside the Midwest to serve clients with extended locations. Immel Construction is on file or holds licenses currently with the following states:



WISCONSIN	ARKANSAS
INDIANA	OHIO
ILLINOIS	KENTUCKY
IOWA	WYOMING
MICHIGAN	NORTH DAKOTA
MINNESOTA	SOUTH DAKOTA
MISSOURI	KANSAS
MONTANA	WEST VIRGINIA
NEBRASKA	

FIRM WORKLOAD

Currently, our workload is evenly distributed amongst the retail, healthcare, educational, and manufacturing sectors. This diversity provides us with a knowledge base and skill level that enables us to construct a wide range of projects.

CLIENT	PROJECT	LOCATION	AMOUNT
Somerville	New Office Building	Green Bay, WI	\$12,350,000
Oneida Nation	New Public Transit Facility	Oneida, WI	\$4,128,000
MAC Dental	New Dental Clinic	De Pere, WI	\$2,682,000
Aldi	New Grocery Store	Antigo, WI	\$2,641,000
Kwik Trip	Convenience Store Addition & Reno.	Superior, WI	\$1,286,000
Wolf River Development Co.	New Office Building	Keshena, WI	\$7,450,000
Walmart	Supercenter Remodel	Wisconsin Rapids, WI	\$4,147,000
Brown County Courthouse	Security Vestibule Addition & Reno.	Green Bay, WI	\$2,344,800
Walmart	Supercenter Remodel	Fergus Falls, MN	\$2,617,000
Walmart	Supercenter Remodel	Sault Sainte Marie, MI	\$2,891,000
Crystal Falls Township	New Fire Station	Crystal Falls, MI	\$2,002,000
City of Peshtigo Fire Dept.	Fire Station Addition & Renovation	Peshtigo, WI	\$2,590,000
Walmart	Supercenter Remodel	Pine City, MN	\$2,299,000
Walmart	Supercenter Remodel	Rochester, MN	\$3,008,000
Walmart	Supercenter Remodel	Hayward, WI	\$3,526,000
Austin Straubel Airport	Canopy Renovations	Green Bay, WI	\$312,000





HISTORIC RESTORATION

Since 1961, Immel Construction has played a significant role in the restoration of some of Wisconsin's most recognizable and important landmarks including the Brown County Courthouse and the creation of Heritage Hill State Park.

By their very nature, historical projects are some of the most unusual work we have been involved with during our years of service. We also see them as the most gratifying because we value the importance of preserving our history and heritage. These projects remind those of us in the construction field of the skill and craftsmanship of the tradesmen who originally constructed these buildings.



HERITAGE HILL STATE PARK Green Bay, WI

In the mid 1970s, Howard Immel, Inc. played an instrumental role in the creation of Heritage Hill State Historical Park near Green Bay, WI. Howard Immel, Inc. crews moved a number of historical structures to a permanent location near the Fox River.



AREA

81,000 sqft

COST

Preliminary Budget: \$11,030,204
At Completion: \$10,986,068
Construction Manager at Risk

TIMELINE

12 month construction period

OWNER

Greater Green Bay YMCA
Sean Elliot
(920) 436-9645

ARCHITECT

Berners-Schober Associates, Inc.
Ian Griffiths | President
(920) 432-4865

GREATER GREEN BAY YMCA

Green Bay, WI

Immel Construction completed the last major project at the Ferguson Family YMCA, the south addition, in 1979, and was selected as the construction manager for the historic renovation of this Green Bay landmark.

Originally constructed in 1924, the Ferguson Family YMCA renovation created a fresh new look while still maintaining the building's historic qualities and feel. A new three-story atrium creates a central "hub", bringing in natural light to the lobby at the center of the building. Spaces were renovated using modern elements and glass to increase visual transparency within the building while complementing the existing wood.

ADA access was added to the main entrance to accommodate all visitors along with new locker rooms and expanded activity spaces. Mechanical systems were replaced including the steam boiler, air handling units, and elevator along with energy efficient LED lighting upgrades throughout the building. Exterior work to the rich, historic building included a two-story glass facade, allowing for additional natural light and transparency. Tuck-pointing, roof replacement, and repair of the exterior shell have brought the building back to its 1920s glory.

GREATER GREEN BAY YMCA

Green Bay, WI

"We were very impressed and please with Immel on both their level of engagement and diligence in putting together the cost estimate for our project which included several variations. Immel Construction was the unanimous selection of our building committee, not only because of their level of expertise on recent projects of a similar vintage as our YMCA, but also because of their reputation within our community."

Steve Harty, President/CEO
GREATER GREEN BAY YMCA

AWARDS

Build Wisconsin Award
AGC of Wisconsin

Historical Preservation Award
AGC of Wisconsin

Mayor's Beautification Award
City of Green Bay

Historic Preservation Award
Brown County Historical Society



**AREA**

40,383 sqft

COST

Preliminary Budget: \$8,877,363

At Completion: \$8,369,935

Construction Manager at Risk

TIMELINE

9 month construction period

OWNER

Door County
Ken Pabich | County Administrator
(920) 746-2303

ARCHITECT

Venture Architects
John Cain
(414) 225-0823

DOOR COUNTY COMMUNITY CENTER

Sturgeon Bay, WI

Door County converted its historic 1936 county highway garage into a new community center and EMT facility. The project included both an extensive renovation of the existing facility and a 10,000 square foot addition for Emergency Services. Immel Construction acted as the construction manager for the client and provided construction management services including preliminary cost estimates, constructibility review, bidding, and construction scheduling. Immel completed the project over \$500,000 under the client's original budget.

Door County worked with Wisconsin Focus on Energy to verify the energy saving strategies of the design and construction team. During the design phase, the Owner selected a number of energy conservation methods. Strategies that were adopted by the project included reduced fan system power, energy efficient DX Cooling, reduced exterior lighting, low lighting power density, high efficiency water heating, and increased building insulation.

DOOR COUNTY COMMUNITY CENTER

Sturgeon Bay, WI

*"I have been working with Immel Construction on multiple projects over the past few years and have been very delighted with the work carried out so far. Door County is a diverse mixed culture of tourism and multigenerational farming communities...so all project work needs to be of the highest quality, which is what we get from Immel. **They have been a great partner on all my projects....I would recommend working with them no matter the size of your project.**"*

Wayne J. Spritka

Door County Facilities & Parks Director

AWARDS

Top Project Award
Daily Reporter

Build Wisconsin Award
AGC of Wisconsin

Historical Preservation Award
AGC of Wisconsin



**AREA**

9,044 sqft

COST

\$771,000

TIMELINE

5 month construction period

OWNERLorensen Holdings
Green Bay, WI**ARCHITECT**Legacy Architecture
Jennifer Lehrke
(920) 783-6303**PETE'S GARAGE**

Green Bay, WI

This one-story garage building was historically part of a larger complex for the International Harvester Company in Green Bay, Wisconsin. Constructed in 1936, the structural clay tile building functioned as an auto truck sales and service garage, and it's most recent use was as a retail furniture store.

The project was the remodeling and historic restoration of the property to be used as a bicycle/sporting goods retail and repair business, with the goal of creating an open and unfinished industrial appearance similar to service garages of the era. Windowed ceilings allowed in natural daylight, allowing most tasks to be performed without artificial lighting. The project utilized historic renovation tax credits as a funding source. Pete's Garage was honored as a 2016 Build Wisconsin award winner by the Associated General Contractors of Wisconsin.

PETE'S GARAGE

Green Bay, WI

AWARDS

Build Wisconsin Award
AGC of Wisconsin

Mayor's Beautification Award
City of Green Bay

Award of Excellence in
Restoration/Rehabilitation
WAHPC

Historic Preservation Award
Brown County Historical Society





AREA

1,400 sqft

COST

Preliminary Budget: \$874,791
At Completion: \$809,531

TIMELINE

16 month construction period

OWNER

Door County Parks Department
Wayne Spritka
(920) 746-2211

ARCHITECT

River Architects
Val Schute
(608) 785-2217

AWARDS

Daily Reporter Top Project Award

CANA ISLAND LIGHT STATION

Baileys Harbor, WI

The scope of this project was the restoration of the historic light station on Cana Island in Door County, Wisconsin, first built in 1869. Immel Construction served as the construction manager for the project and delivered the work over \$65,000 under the original budget.

The Lighthouse's copper roof was repaired and lantern room windows were carefully removed and re-glazed. Along the entire tower, crews removed lead paint and matched colors to those on the structure when it was first built to restore its initial look and also made repairs to the steel siding. All work was completed around tourist traffic with little to no interruption.

The rehabilitation of two historic buildings, the lighthouse tower and the Keeper's Residence complied with the standards of the National Park Service and the Secretary of Interiors Standards for the Rehabilitation of Historic Buildings. Additionally, the Cana Island Light Station was honored as a Top Project by the Daily Reporter.



AREA

15,348 sqft

COST

\$701,800

TIMELINE

3 month construction period

OWNER

Lorenzen Holdings, LLC
Kurt Schwiesow
(920) 819-8954

ARCHITECT

Legacy Architecture
Jennifer Lehrke
(920) 783-6303

INTERNATIONAL HARVESTER CO. BUILDING

Green Bay, WI

This three-story building was historically part of the International Harvester Company Agricultural Machinery Warehouse complex that dominated the block. Originally constructed in 1913, the building resides in the nationally registered Broadway Historic District, and Immel Construction completed restorations to the interiors on the first, second, and third floors as well as exterior masonry repairs to the building.

In order to stabilize the building, the leaking roof was addressed immediately, and the roof structure was reinforced. Plywood panels on the exterior of the windows were removed, broken panes of glass were replaced, and the historic steel windows were restored. Code issues were then corrected by inserting accessible toilet rooms on each floor and building a small addition at the back of the building for an accessible entrance, secondary exit stair, and elevator shaft.

TRADE REFERENCES

Immel Construction believes that we are successful due in large part to the subcontractors and suppliers who are partners in our projects. Our continued relationship with firms throughout the construction industry is something in which we take great pride.

Northern Electric, Inc.
314 North Danz Ave
Green Bay, WI 54302

Jim Conard
Chief Operating Officer
(920) 468-6000

Hurckman Mechanical Industries, Inc.
1450 Velp Ave
Green Bay, WI 54303

Brad Hurckman
President
(920) 499-8771

SPE, Inc.
701 Moasis Drive
Little Chute, WI 54140

Chad Hooyman
President
(920) 470-9629

La Force, Inc.
1060 W. Mason Street
Green Bay, WI 54303

Brian Mannering
President/CEO
(920) 497-7100

PHD Roof Doctors
340 S Milwaukee St
Fredonia, WI 53021

Paul Deheck
President
(262) 692-3900

Northland Electric
1705 Orville Drive
New London, WI 54961

Nick Soquet
Project Manager
(920) 531-1197

Gauthier & Sons Construction
344 N Henry Street
Green Bay, WI 54308

Tom Gauthier
President
(920) 437-9277

Hoffman Construction Company
123 Highway A
Black River Falls, WI 54615

Brad Eberhardt
Vice President
(715) 896-2000

Structural Components Corp.
730 Packerland Drive
Green Bay, WI 54307

Tyler Holtz
Vice President
(920) 499-5112



CONTRACTUAL OBLIGATIONS

BONDING INFORMATION

Bonding Company

- Liberty Mutual Insurance

Bonding Agent

- Aon Risk Services

Bonding Capacity

- Please see attached reference

FINANCIAL STATEMENTS

Financial Institution

- Nicolet Bank
111 N. Washington Street
Green Bay, WI 54301
Eric Siudzinski

Auditor

- Wipfli
Appleton, WI

Financial Statements

- See attached.

INSURANCE

Insurance Agent

- Aon Risk Services

Insurance Company

- Zurich American Insurance
- Travelers Indemnity Company
of CT

Insurance Coverage

- See attached

Nicolet
NATIONAL BANK

January 19, 2024

RE: Howard Immel, Inc.
1820 Radisson Street
P. O. Box 8208
Green Bay, WI 54308-8208

To Whom It May Concern:

This memo is to inform the concerned party that Howard Immel, Inc. currently banks with Nicolet National Bank in Green Bay, Wisconsin. The Company has banked at Nicolet National Bank since May 2001 and maintains a medium seven figure line of credit with full availability for working capital needs. The Company has handled their depository accounts in a satisfactory manner, maintaining average balances in the mid seven figure range. All obligations have been handled satisfactorily and professionally.

Howard Immel, Inc. is one of our finest customers and should you have any questions or require additional information please feel free to contact me directly at (920) 430-7339.

Sincerely,



Eric M. Siudzinski
Senior Vice President
Commercial Banking Manager

EMS/pjm



Aon
10700 West Research Drive, Suite 450
Milwaukee, WI 53226

1175 Lombardi Avenue, Suite 350
Green Bay, WI 54304

Marc Sacia
Office: 847.442.0478
Cell: 715.301.8907
Marc.Sacia@aon.com

January 23, 2024

Howard Immel, Inc.
1820 Radison, St.
Green Bay, WI 54302

Re: Surety Bonding Reference

To Whom It May Concern:

We are providing this information at the request of our client.

Aon Risk Services Central, Inc. has provided bid and performance bonds for Howard Immel, Inc. for nearly 50 years, currently through Liberty Mutual Insurance Company. Liberty Mutual Insurance Company provides single project capacity for projects up to \$60,000,000 with aggregate backlog support up to \$100,000,000. Capacities of this size, and potentially larger, would be available under conditions acceptable to Howard Immel, Inc., and Liberty Mutual Insurance Company.

We hold the company in the highest regard and consider the entire organization to be highly skilled and professional. It is our opinion Howard Immel, Inc. is well qualified to provide valued resources to projects they may undertake.

Please note, this letter is not to be construed as an agreement to provide surety bonds for any project but is offered as an indication of our experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Liberty Mutual Insurance Company is licensed to transact business in all states and many internationally jurisdictions. Liberty Mutual Insurance Company has a rating of "A" and a financial size category "XV" in the A.M. Best Insurance Guide.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Sacia", is written over a horizontal line.

Marc Sacia
Account Executive, Surety

Howard Immel, Inc.

Financial Statements

Years Ended December 31, 2023 and 2022



WIPFLI

Independent Auditor's Report

Board of Directors
Howard Immel, Inc.
Green Bay, Wisconsin

Opinion

We have audited the accompanying financial statements of Howard Immel, Inc., which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, stockholder's deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Howard Immel, Inc. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Howard Immel, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Howard Immel, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Howard Immel, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Howard Immel, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Wipfli LLP

Wipfli LLP

Appleton, Wisconsin
May 30, 2024

Howard Immel, Inc.

Balance Sheets

December 31,	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 14,571,804	\$ 10,874,274
Certificate of deposit	3,000,000	-
Contracts receivable - Net of allowance for credit losses of \$20,000 in 2023 and 2022	11,222,427	7,589,037
Contract assets - Net	2,116,853	1,245,701
Material and supplies inventories	320,926	235,306
Prepaid expenses and other	292,048	191,180
Total current assets	31,524,058	20,135,498
Property and equipment - Net	1,987,703	1,907,347
Other assets:		
Cash value of life insurance	23,609	43,311
Right-of-use assets - Operating	607,718	675,771
Right-of-use assets - Finance	1,221,704	677,157
Total other assets	1,853,031	1,396,239
TOTAL ASSETS	\$ 35,364,792	\$ 23,439,084

Howard Immel, Inc.

Balance Sheets (Continued)

December 31,	2023	2022
LIABILITIES AND STOCKHOLDER'S DEFICIT		
Current liabilities:		
Current maturities of long-term liabilities:		
Note payable - Other	\$ 1,099,571	\$ 1,047,356
Current portion of lease liabilities - Operating	60,710	59,602
Current portion of lease liabilities - Finance	389,747	272,408
Accounts payable:		
Trade	12,433,732	5,581,753
Retainage	6,921,714	3,811,563
Contract liabilities - Net	2,619,894	3,290,447
Accrued expenses and other liabilities	950,906	577,682
Total current liabilities	24,476,274	14,640,811
Long-term liabilities:		
Notes payable:		
Former stockholders	6,500,000	6,500,000
Other	5,161,244	6,255,856
Lease liabilities - Operating	556,935	616,169
Lease liabilities - Finance	845,254	400,484
Accrued stock appreciation rights	304,299	359,395
Total long-term liabilities	13,367,732	14,131,904
Total liabilities	37,844,006	28,772,715
Stockholder's deficit	(2,479,214)	(5,333,631)
TOTAL LIABILITIES AND STOCKHOLDER'S DEFICIT	\$ 35,364,792	\$ 23,439,084

See accompanying notes to financial statements.

Howard Immel, Inc.

Statements of Income

<i>Years Ended December 31,</i>	2023	2022
Contract revenue	\$ 133,622,765	\$ 91,557,995
Cost of contract revenue	125,377,067	82,909,050
Gross profit	8,245,698	8,648,945
Operating expenses	5,953,267	5,038,241
Income from operations	2,292,431	3,610,704
Other income (expense):		
Interest expense	(892,124)	(1,019,754)
Interest income	299,289	32,397
Gain on disposal of property and equipment	74,517	11,807
Miscellaneous	527,430	23,168
Total other income (expense)	9,112	(952,382)
Net income	\$ 2,301,543	\$ 2,658,322

See accompanying notes to financial statements.

Howard Immel, Inc.

Statements of Stockholder's Deficit

	Common Stock		Retained Earnings	Unearned ESOP Shares		Total Stockholder's Deficit
	Shares (1)	Amount		Shares	Amount	
Balance at January 1, 2022	46,460.00	\$ 36,508	\$ 9,096,158	40,884.80	\$ (17,599,988)	\$ (8,467,322)
Net income			2,658,322			2,658,322
Stock redemptions reclassified to retained earnings (see Note 10)			(16,178)			(16,178)
Release of ESOP shares			(308,457)	(1,858.40)	800,004	491,547
Balance at December 31, 2022	46,460.00	36,508	11,429,845	39,026.40	(16,799,984)	(5,333,631)
Net income			2,301,543			2,301,543
Release of ESOP shares			(247,130)	(1,858.40)	800,004	552,874
Balance at December 31, 2023	46,460.00	\$ 36,508	\$ 13,484,258	37,168.00	\$ (15,999,980)	\$ (2,479,214)

(1) No par value, 1,250,000 shares authorized at December 31, 2023 and 2022.

See accompanying notes to financial statements.

Howard Immel, Inc.

Statements of Cash Flows

<i>Years Ended December 31,</i>	2023	2022
Change in cash and cash equivalents:		
Cash flows from operating activities:		
Net income	\$ 2,301,543	\$ 2,658,322
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	765,676	626,997
Gain on disposal of property and equipment	(74,517)	(11,807)
Decrease of cash surrender value of life insurance	57,336	25,806
ESOP compensation expense	552,874	491,547
SAR compensation expense	132,165	48,262
Credit for loss on contracts in progress	-	(29,329)
Noncash lease expense	68,053	68,702
Changes in operating assets and liabilities:		
Contracts receivable	(3,633,390)	(2,586,297)
Contract assets - Net	(871,152)	987,010
Material and supplies inventories	(85,620)	(20,221)
Prepaid expenses and other	(100,868)	472,557
Accounts payable	9,962,130	456,521
Contract liabilities - Net	(670,553)	2,039,421
Accrued expenses and other liabilities	185,963	63,999
Payments on operating lease liabilities	(58,126)	(68,702)
Total adjustments	6,229,971	2,564,466
Net cash flows from operating activities	8,531,514	5,222,788
Cash flows from investing activities:		
Capital expenditures	(554,021)	(438,629)
Purchase of certificate of deposit	(3,000,000)	-
Redemption of certificate of deposit	-	817,417
Proceeds from sale of property and equipment	82,263	29,508
Premiums paid on cash value of life insurance	(37,634)	(42,084)
Net cash flows from investing activities	(3,509,392)	366,212
Cash flows from financing activities:		
Proceeds from issuance of notes payable	-	3,500,000
Principal payments on notes payable	(1,042,397)	(7,487,020)
Principal payments on finance leases	(282,195)	(210,483)
Redemption of ESOP shares	-	(16,178)
Net cash flows from financing activities	(1,324,592)	(4,213,681)
Net change in cash and cash equivalents	3,697,530	1,375,319
Cash and cash equivalents at beginning	10,874,274	9,498,955
Cash and cash equivalents at end	\$ 14,571,804	\$ 10,874,274

See accompanying notes to financial statements.

EDUCATION

St. Norbert College
Bachelor of Business Administration

ACCREDITATIONS

OSHA 30 Hour
Leadership AGC 2016-17

EXPERIENCE

2013—Present
Project Manager
Howard Immel, Inc.

2010—2013
Project Manager
Smet Construction

2006—2010
Project Manager
Design 2 Construct

2003—2006
Project Coordinator
Keller Structures



Fishing



Cooking



PHILL VOSS
Project Manager

Since joining the firm in 2013, Phil has worked on variety of projects and excels at project management. His responsibilities include overall administrative and technical management on construction projects from the preconstruction phase through final acceptance by the client. His relentless coordination of quality control guidelines and constant communication with the client ensures the highest quality and Owner satisfaction.

PROJECT EXPERIENCE

Freedom House

New Homeless Shelter Expansion
Green Bay, WI

Golden House

New Domestic Abuse Shelter Expansion
Green Bay, WI

University of Wisconsin - Green Bay

Rose Hall Renovations & Waterproofing
Green Bay, WI

Edison Middle School

Addition & Renovations
Green Bay, WI

Negaunee Public Schools

New Miner Stadium
Negaunee, MI

Austin Straubel Airport

New Canopy Renovation
Green Bay, WI

LaCrosse Regional Airport (LSE)

Building Passenger Terminal
Building Exterior Renovation
LaCrosse, WI

Central Wisconsin Airport (CWA)

West Addition & Terminal Renovation
Mosinee, WI

Southern Wisconsin Regional Airport (KJVL)

Terminal Renovation
Janesville, WI

University of Wisconsin - Green Bay

MEP Infrastructure Renovation
Green Bay, WI

Appleton International Airport (ATW)

Customs & Border Protection
Appleton, WI

City of Peshtigo Fish Viewing Pier

Fish Viewing Platform & Site Work
Peshtigo, WI

Adams Street Café

Café & Residential Rehabilitation
Green Bay, WI

Walmart

Supercenter Remodel
Green Bay, WI
Greenfield, WI
Delafield, WI
Portage, WI
Hudson, WI
New Richmond, WI
Marinette, WI
Winona, MN
Streamwood, IL
Keokuk, IA

Sam's Club

Store Remodel
Green Bay, WI
Eagan, MN

EDUCATION

Luxemburg-Casco High School

ACCREDITATIONS

WI Qualifier Certificate

First Aid/CPR/AED

EXPERIENCE

2016—Present
Superintendent
Howard Immel, Inc.

2009—2016
Superintendent
Deleers Construction

2007—2009
Framer
Vans Lumber



Family



Boating & Fishing



TY RABAS
Superintendent

As the on-site point person for Immel Construction, Ty will utilize his over 15 years of industry experience to facilitate consistent communication with the Owner, manage field personnel, and adhere to the project schedule to maintain a successful project. He will be responsible for all day-to-day activities on site and ensure the project finishes on time and within budget.

PROJECT EXPERIENCE

Schneider National
Executive Vestuary
Green Bay, WI

Schrieber Foods
Maintenance Upgrades
Green Bay, WI

Waupaca Foundry
New Electric Tunnel
Marinette, WI

Fleet Farm
New Retail Store
West Bend, WI

Northeast Wisconsin Technical College
Instructional Space Renovation
Marinette, WI
Remodel
Crivitz, WI
MEP Upgrades - Aurora Campus
Niagara, WI

Wequiock Elementary School
Remodel
New Franken, WI

Sturgeon Bay Technical College
Remodel
Sturgeon Bay, WI

University of Wisconsin - Green Bay
Student Services Restoration
Green Bay, WI

Caravel Autism Health Renovation
Kimberly, WI

Austin Straubel Airport
Canopy Revisions
Green Bay, WI

Food Safety Net Services
Storage Expansion
Ashwaubenon, WI

Fermented Nutrition
Trench Drain Renovations
Luxemburg, WI

Aldi
New Grocery Store
Angito, WI

Our Saviour Lutheran Church
Altar Remodel
Green Bay, WI

Kaukauna Nelson Overlook
Restoration Improvements
Kaukauna, WI

4 Legged Friends
New Store
Luxemburg, WI

Conger Industries
Remodel
Green Bay, WI



CONTACT

Laura Reed

Estimator

laurare@immelconstruction.com

(920) 406-0148

2601 Development Drive

Green Bay, WI 54311

920.468.8208



Employee Owned

www.immelconstruction.com



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Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 1st day of February in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Ashland
Vaughn Public Library
502 West Main Street
Ashland, WI 54806

and the Contractor:
(Name, legal status, address and other information)

Howard Immel Inc.
2601 Development Drive
Green Bay, WI 54311

for the following Project:
(Name, location and detailed description)

Renovation of the existing library building including new windows, envelope improvements, foundation waterproofing, structural modifications, all new building systems, accessible restrooms, new interior layout, and finishes. Exterior work includes new water service, the removal and replacement of public sidewalks to facilitate foundation waterproofing.

The Architect:
(Name, legal status, address and other information)

Engberg Anderson, Inc.
320 East Buffalo Street
Suite 500
Milwaukee, WI 53202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 11-26-2024 , and enumerated as follows:

Drawings:

Number	Title	Date
C101	Existing Site	11-26-2024
C102	Demo Plan	12-16-2024
C103	Proposed Site	12-16-2024
C104	Grading Plan	12-16-2024
C105	Access and Traffic Control	12-16-2024
C106	Details	11-26-2024
C107-C108	Details	12-16-2024
S000-S001	Structural Notes & Schedules	11-26-2024
S101	Framing Plans	11-26-2024
S102	Framing Plans	01-09-2025

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S103	Framing Plans	11-26-2024
S201	Structural Details	01-09-2025
A000	Title Sheet	12-16-2024
A001	Code Conformance Plans	12-16-2024
A002	Architectural Site Plan	11-26-2024
D100	Basement Demo Plan	12-16-2024
D101	1 st -3 rd Floor Demo Plans	12-23-2024
D201	1 st -3 rd Floor Demo RCP Plans	12-16-2024
D400	Demo Building Elevations	11-26-2024
A100	Basement & Roof Plans	12-16-2024
A101	1 st -3 rd Floor Plans	12-23-2024
A200	RCP Notes & Symbols	11-26-2024
A201	1 st -3 rd Floor RCP	12-16-2024
A300	Stair Plans, Sections & Details	12-23-2024
A301	Restroom Plans & Elevations	11-26-2024
A302	Enlarged Plans	12-16-2024
A400	Building Elevations	11-26-2024
A401	Building Sections	12-16-2024
A500	Entry Plans & Elevations	12-23-2024
A501	Entry Details	12-23-2024
A600	Partition Types	11-26-2024
A601	Door Schedule & Types	01-09-2025
A602	Window Types & Details	12-23-2024
A603	Door & Window Details	11-26-2024
A700	Finish & Materials Schedule	01-09-2025
A701	1 st -3 rd Floor Finish Plans	01-09-2025
A702	Furniture Plans for Reference	11-26-2024
A710	Signage Schedule & Basement Signage & Equipment Plan	11-24-2024
A711	1 st -3 rd Floor Signage & Equipment Plans	12-23-2024
A800	Interior Elevations	01-09-2025
A801	Interior Elevations	12-23-2024
A802	Interior Elevations	11-26-2024
A900	Details	01-09-2025
A901-A902	Millwork Details	11-26-2024
A903	Millwork Details	12-23-2024
M001	Mechanicals Notes	11-26-2024
MD100-MD103	Mechanical Demolition Plans	11-26-2024
M100	Basement Mechanical Plan	12-16-2024
M101-M104	Mechanical Plans	11-26-2024
M501-M504	Mechanical Details	11-26-2024
M601-M602	Mechanical Schedules	11-26-2024
M701	Mech Control Diagram	11-26-2024
M801-M808	Kitchen Hood	11-26-2024
E001	Electrical Notes	11-26-2024
ED110	Basement Elec Demo Plans	12-16-2024
ED111-113	1-3 Electrical Demolition Plans	11-26-2024
E110	Basement Electrical Plans	11-26-2024
E111-113	1-3 Electrical Plans	12-16-2024
E114	Roof Electrical Plans	11-26-2024
E401	Enlarged Lighting Plan	11-26-2024
E501	Electrical Details	11-26-2024
E601	Electrical Schedules	12-23-2024
E602	Electrical Schedules	11-26-2024
P001	Plumbing Cover Sheet	11-26-2024

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PD101-PD103	Plumbing Demo Plans	11-26-2024
P101-P103	Plumbing Plans	11-26-2024
P201-P202	Plumbing Isometrics	11-26-2024
P301	Plumbing Details	11-26-2024
FP001	Fire Protection Cover Sheet	11-26-2024
FP101-FP102	Fire Protection Plans	11-26-2024
FP201	Fire Protection Details	11-26-2024

Specifications:

Section	Title	Pages
All as listed in the attached:	00 01 10 Table of Contents	1-5

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum 1	12/06/2024	1 page
Addendum 2	12/13/2024	21 pages
Addendum 3	12/17/2024	57 pages
Addendum 4	12/24/2024	24 pages
Addendum 5	01/10/2025	22 pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement.

☒ By the following date: February 1, 2026

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Five million eight hundred and thirty two thousand nine hundred and five dollars (\$ 5,832,905.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Base Bid	\$3,292,112.00

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Base Bid – FFP Scope

\$2,540,793.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 1- Fireplace and Wood Surround, Both Sides

Alternate 2 – Paint Both North and South Stairwells

Alternate 4 – New Plywood Flooring at Room B03.

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Repointing at N, E and S Elevations	100 square feet	\$4,711.00
Repointing at West Elevation	100 square feet	\$6,536.00
Brick Replacement at N, E and S Elevations	100 square feet	\$19,817.00
Brick Replacement at West Elevation	100 square feet	\$26,492.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

The City will hold 5% retainage over the course of the project, reducing to 2.5% with substantial completion.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than two million dollars (\$ 2,000,000.00) each occurrence, three million dollars (\$ 3,000,000.00) general aggregate, and three million dollars (\$ 3,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

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coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella Policy	\$15,000,000.00

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement is subject to the Wisconsin Flexible Facilities Program (FFP) Project Contract Terms and Conditions For Prime Contractors and Sub Contractors that is included as part of this Agreement and incorporated herein by reference.

This Agreement entered into as of the day and year first written above.

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User Notes:

(3B9ADA40)

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

PAUL MARTZKE, PRESIDENT

(Printed name and title)

LICENSE NO: IMMEL CONSTRUCTION
JURISDICTION:

1/22/25

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Additions and Deletions Report for **AIA® Document A105® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:19:39 ET on 01/22/2025.

PAGE 1

AGREEMENT made as of the 1st day of February in the year 2025

...

City of Ashland
Vaughn Public Library
502 West Main Street
Ashland, WI 54806

...

Howard Immel Inc.
2601 Development Drive
Green Bay, WI 54311

...

Renovation of the existing library building including new windows, envelope improvements, foundation waterproofing, structural modifications, all new building systems, accessible restrooms, new interior layout, and finishes. Exterior work includes new water service, the removal and replacement of public sidewalks to facilitate foundation waterproofing.

...

Engberg Anderson, Inc.
320 East Buffalo Street
Suite 500
Milwaukee, WI 53202

PAGE 2

- .2** the drawings and specifications prepared by the Architect, dated 11-26-2024, and enumerated as follows:

PAGE 4

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>C101</u>	<u>Exiting Site</u>	<u>11-26-2024</u>
<u>C102</u>	<u>Demo Plan</u>	<u>12-16-2024</u>
<u>C103</u>	<u>Proposed Site</u>	<u>12-16-2024</u>
<u>C104</u>	<u>Grading Plan</u>	<u>12-16-2024</u>
<u>C105</u>	<u>Access and Traffic Control</u>	<u>12-16-2024</u>
<u>C106</u>	<u>Details</u>	<u>11-26-2024</u>
<u>C107-C108</u>	<u>Details</u>	<u>12-16-2024</u>
<u>S000-S001</u>	<u>Structural Notes & Schedules</u>	<u>11-26-2024</u>
<u>S101</u>	<u>Framing Plans</u>	<u>11-26-2024</u>
<u>S102</u>	<u>Framing Plans</u>	<u>01-09-2025</u>
<u>S103</u>	<u>Framing Plans</u>	<u>11-26-2024</u>
<u>S201</u>	<u>Structural Details</u>	<u>01-09-2025</u>
<u>A000</u>	<u>Title Sheet</u>	<u>12-16-2024</u>
<u>A001</u>	<u>Code Conformance Plans</u>	<u>12-16-2024</u>
<u>A002</u>	<u>Architectural Site Plan</u>	<u>11-26-2024</u>
<u>D100</u>	<u>Basement Demo Plan</u>	<u>12-16-2024</u>
<u>D101</u>	<u>1st-3rd Floor Demo Plans</u>	<u>12-23-2024</u>
<u>D201</u>	<u>1st-3rd Floor Demo RCP Plans</u>	<u>12-16-2024</u>
<u>D400</u>	<u>Demo Building Elevations</u>	<u>11-26-2024</u>
<u>A100</u>	<u>Basement & Roof Plans</u>	<u>12-16-2024</u>
<u>A101</u>	<u>1st-3rd Floor Plans</u>	<u>12-23-2024</u>
<u>A200</u>	<u>RCP Notes & Symbols</u>	<u>11-26-2024</u>
<u>A201</u>	<u>1st-3rd Floor RCP</u>	<u>12-16-2024</u>
<u>A300</u>	<u>Stair Plans, Sections & Details</u>	<u>12-23-2024</u>
<u>A301</u>	<u>Restroom Plans & Elevations</u>	<u>11-26-2024</u>
<u>A302</u>	<u>Enlarged Plans</u>	<u>12-16-2024</u>
<u>A400</u>	<u>Building Elevations</u>	<u>11-26-2024</u>
<u>A401</u>	<u>Building Sections</u>	<u>12-16-2024</u>
<u>A500</u>	<u>Entry Plans & Elevations</u>	<u>12-23-2024</u>
<u>A501</u>	<u>Entry Details</u>	<u>12-23-2024</u>
<u>A600</u>	<u>Partition Types</u>	<u>11-26-2024</u>
<u>A601</u>	<u>Door Schedule & Types</u>	<u>01-09-2025</u>
<u>A602</u>	<u>Window Types & Details</u>	<u>12-23-2024</u>
<u>A603</u>	<u>Door & Window Details</u>	<u>11-26-2024</u>
<u>A700</u>	<u>Finish & Materials Schedule</u>	<u>01-09-2025</u>
<u>A701</u>	<u>1st-3rd Floor Finish Plans</u>	<u>01-09-2025</u>
<u>A702</u>	<u>Furniture Plans for Reference</u>	<u>11-26-2024</u>
<u>A710</u>	<u>Signage Schedule & Basement Signage & Equipment Plan</u>	<u>11-24-2024</u>
<u>A711</u>	<u>1st-3rd Floor Signage & Equipment Plans</u>	<u>12-23-2024</u>
<u>A800</u>	<u>Interior Elevations</u>	<u>01-09-2025</u>
<u>A801</u>	<u>Interior Elevations</u>	<u>12-23-2024</u>
<u>A802</u>	<u>Interior Elevations</u>	<u>11-26-2024</u>
<u>A900</u>	<u>Details</u>	<u>01-09-2025</u>
<u>A901-A902</u>	<u>Millwork Details</u>	<u>11-26-2024</u>
<u>A903</u>	<u>Millwork Details</u>	<u>12-23-2024</u>
<u>M001</u>	<u>Mechanicals Notes</u>	<u>11-26-2024</u>
<u>MD100-MD103</u>	<u>Mechanical Demolition Plans</u>	<u>11-26-2024</u>
<u>M100</u>	<u>Basement Mechanical Plan</u>	<u>12-16-2024</u>
<u>M101-M104</u>	<u>Mechanical Plans</u>	<u>11-26-2024</u>
<u>M501-M504</u>	<u>Mechanical Details</u>	<u>11-26-2024</u>
<u>M601-M602</u>	<u>Mechanical Schedules</u>	<u>11-26-2024</u>
<u>M701</u>	<u>Mech Control Diagram</u>	<u>11-26-2024</u>
<u>M801-M808</u>	<u>Kitchen Hood</u>	<u>11-26-2024</u>
<u>E001</u>	<u>Electrical Notes</u>	<u>11-26-2024</u>

<u>ED110</u>	<u>Basement Elec Demo Plans</u>	<u>12-16-2024</u>
<u>ED111-113</u>	<u>1-3 Electrical Demolition Plans</u>	<u>11-26-2024</u>
<u>E110</u>	<u>Basement Electrical Plana</u>	<u>11-26-2024</u>
<u>E111-113</u>	<u>1-3 Electrical Plans</u>	<u>12-16-2024</u>
<u>E114</u>	<u>Roof Electrical Plans</u>	<u>11-26-2024</u>
<u>E401</u>	<u>Enlarged Lighting Plan</u>	<u>11-26-2024</u>
<u>E501</u>	<u>Electrical Details</u>	<u>11-26-2024</u>
<u>E601</u>	<u>Electrical Schedules</u>	<u>12-23-2024</u>
<u>E602</u>	<u>Electrical Schedules</u>	<u>11-26-2024</u>
<u>P001</u>	<u>Plumbing Cover Sheet</u>	<u>11-26-2024</u>
<u>PD101-PD103</u>	<u>Plumbing Demo Plans</u>	<u>11-26-2024</u>
<u>P101-P103</u>	<u>Plumbing Plans</u>	<u>11-26-2024</u>
<u>P201-P202</u>	<u>Plumbing Isometrics</u>	<u>11-26-2024</u>
<u>P301</u>	<u>Plumbing Details</u>	<u>11-26-2024</u>
<u>FP001</u>	<u>Fire Protection Cover Sheet</u>	<u>11-26-2024</u>
<u>FP101-FP102</u>	<u>Fire Protection Plans</u>	<u>11-26-2024</u>
<u>FP201</u>	<u>Fire Protection Details</u>	<u>11-26-2024</u>

Number	Title	Date
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...

<u>All as listed in the attached:</u>	<u>00 01 10 Table of Contents</u>	<u>1-5</u>
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...

Number	Date	Pages
<u>Addendum 1</u>	<u>12/06/2024</u>	<u>1 page</u>
<u>Addendum 2</u>	<u>12/13/2024</u>	<u>21 pages</u>
<u>Addendum 3</u>	<u>12/17/2024</u>	<u>57 pages</u>
<u>Addendum 4</u>	<u>12/24/2024</u>	<u>24 pages</u>
<u>Addendum 5</u>	<u>01/10/2025</u>	<u>22 pages</u>

Number	Date	Pages
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...

[X] By the following date: February 1, 2026

...

Five million eight hundred and thirty two thousand nine hundred and five dollars (\$ 5,832,905.00)

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Portion of the Work	Value
<u>Base Bid</u>	<u>\$3,292,112.00</u>
<u>Base Bid – FFP Scope</u>	<u>\$2,540,793.00</u>

Portion of the Work	Value
----------------------------	--------------

...

Alternate 1- Fireplace and Wood Surround, Both Sides
Alternate 2 – Paint Both North and South Stairwells
Alternate 4 – New Plywood Flooring at Room B03.

...

None

...

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>Repointing at N, E and S Elevations</u>	<u>100 square feet</u>	<u>\$4,711.00</u>
<u>Repointing at West Elevation</u>	<u>100 square feet</u>	<u>\$6,536.00</u>
<u>Brick Replacement at N, E and S Elevations</u>	<u>100 square feet</u>	<u>\$19,817.00</u>
<u>Brick Replacement at West Elevation</u>	<u>100 square feet</u>	<u>\$26,492.00</u>

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
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...

The City will hold 5% retainage over the course of the project, reducing to 2.5% with substantial completion.

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than two million dollars (\$ 2,000,000.00) each occurrence, three million dollars (\$ 3,000,000.00) general aggregate, and three million dollars (\$ 5,000,000.00) aggregate for products-completed operations hazard.

...

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

Umbrella Policy \$15,000,000.00

PAGE 12

This Agreement is subject to the Wisconsin Flexible Facilities Program (FFP) Project Contract Terms and Conditions For Prime Contractors and Sub Contractors that is included as part of this Agreement and incorporated herein by reference.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:19:39 ET on 01/22/2025 under Order No. 4104250451 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Ref: 2025-023

COUNCIL AGENDA: 8.C.
(1/28/2025)

SUBJECT: Consider to Accept a Retail Sales Agreement from AVI Systems Inc. for Audio-Visual Design and Installation within the Vaughn Library Renovation (*Library*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Library

CLEARANCES: Library Director

EXHIBITS:

1. Retail Sales Agreement - AVI Systems Inc.
2. AVI Systems Inc - General Terms and Conditions

EXPENDITURES REQUIRED: This contract will be funded with FFP grant funds.

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 23, 2025 that AVI Systems Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: By 2026, Taxpayers and City employees will have access to and work in City buildings and facilities that project the historical character of the City, generate lower operating costs, and have extended life spans.

SUMMARY STATEMENT:

AVI Systems will design and install three smart meeting rooms, including one large classroom and AV connectivity in the demonstration kitchen area that will allow the public to virtually connect with others for education and learning, to enhance community organizational capacity, to support entrepreneurial needs and to improve remote health care monitoring access.

The work under this contract will create smart meeting rooms at the Vaughn Library where the public can easily connect through Microsoft Teams licensing using monitors, cameras, speakers and wall mounted controls. The need to communicate, work collaboratively and learn virtually is an aspect of

Please accept the contract terms for AV design and installation services from AVI Systems, Inc, a Wisconsin State Audio Visual Contract 15-5174.

Retail Sales Agreement



Reference Number: 1310844
Date: January 09, 2025

Vaughn Public Library - Library Teams Rooms / Demo Kitchen
Project: Vaughn Public Library - Library Teams Rooms / Demo Kitchen
Project Number: 995984

Prepared By: Erik Speer
Phone: (952)905-7961
Email: Erik.Speer@avisystems.com

AVI Systems Inc.
9675 W 76th St, Eden Prairie, MN 55344
Phone: (952)949-3700
Fax: (952)949-6000

COMPANY

City of Ashland
601 Main Street West
Ashland, WI 54806

Contact: Sara Adams
Phone: (715)685-1668
Email: sadams@vaughnlibrary.org
Account Number: COA0018

PROJECT SITE

Vaughn Public Library
502 Main Street West
Ashland, WI 54806

Contact: Sarah Adams
Phone: (715)685-1668
Email: sadams@vaughnlibrary.org
Account Number: COA0018

INVOICE TO

City of Ashland
601 Main Street West
Ashland, WI 54806

Contact: Linda Simanovski
Phone: (715)685-1668
Email: sadams@vaughnlibrary.org
Account Number: COA0018

COMMENTS

Wisconsin State Audio Visual Contract 15-5174

PRODUCTS AND SERVICES SUMMARY

Equipment	\$67,673.85
Integration	\$66,126.07
PRO Support	\$3,925.00
Shipping & Handling	\$3,438.00
Tax	\$0.00
Grand Total	\$141,162.92

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
2nd Floor Medium Conference Room					
75BDL4650D/00	PHILIPS	75" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	1	\$1,642.35	\$1,642.35
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, X-Large	1	\$321.18	\$321.18

CSSLP15X10	CHIEF	PROXIMITY,SLIDE LOCKING PLATE,15X10	1	\$151.06	\$151.06
WB-100-PS-6	WATTBOX	WattBox Power Strip - 6 Outlets	1	\$13.33	\$13.33
CBL-8K-HD-3	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	1	\$23.53	\$23.53
MVC S40-C4-000	YEALINK	Native Microsoft Teams Rooms system for Small-to- medium rooms* 1x SmartVision40 Intellient AIO devi	1	\$2,647.06	\$2,647.06
MVC-BYOD-EXTENDER	YEALINK	BYOD Extender for Teams Rooms and Zoom Rooms1x BYOD Extender1x 7.5m CAT5e cableIncluding 2-year hard	1	\$352.94	\$352.94
VCS-TVMOUNT2	YEALINK	Yealink TV Mount Kit for Yealink UVC40, MeetingBar A20/30 and etc	1	\$128.24	\$128.24
RCH40 E2	YEALINK	Use for the connection of multi cameras/mics/speakers* 1x 4-port PoE Switch* 1x power adapter* Inclu	1	\$141.18	\$141.18
CM20	YEALINK	* 1x SkySound CM20 Ceiling Microphone* 1x White Mesh Cover* 1x Black Mesh Cover* 1x Ceiling Tile Bri	1	\$763.53	\$763.53
ROOMPANEL PLUS BLACK	YEALINK	10-inch Scheduling Panel* 1x Yealink RoomPanel Plus Black* 1x Power Adapter* 20 tilt mount bracket f	1	\$658.82	\$658.82

Sub-Total: 2nd Floor Medium Conference Room

\$6,843.22

3rd Floor Medium Conference Room - A

75BDL4650D/00	PHILIPS	75" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	1	\$1,642.35	\$1,642.35
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, X-Large	1	\$321.18	\$321.18
CSSLP15X10	CHIEF	PROXIMITY,SLIDE LOCKING PLATE,15X10	1	\$151.06	\$151.06
WB-100-PS-6	WATTBOX	WattBox Power Strip - 6 Outlets	1	\$13.33	\$13.33
CBL-8K-HD-3	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	1	\$23.53	\$23.53
MVC S40-C4-000	YEALINK	Native Microsoft Teams Rooms system for Small-to- medium rooms* 1x SmartVision40 Intellient AIO devi	1	\$2,647.06	\$2,647.06
VCM35	YEALINK	* 1x VCM35 array microphone with 5m CAT5e cable* 1x RJ45 adapter for cable extension* including 2-ye	2	\$247.06	\$494.12
VCS-TVMOUNT2	YEALINK	Yealink TV Mount Kit for Yealink UVC40, MeetingBar A20/30 and etc	1	\$128.24	\$128.24
RCH40 E2	YEALINK	Use for the connection of multi cameras/mics/speakers* 1x 4-port PoE Switch* 1x power adapter* Inclu	1	\$141.18	\$141.18
ROOMPANEL PLUS BLACK	YEALINK	10-inch Scheduling Panel* 1x Yealink RoomPanel Plus Black* 1x Power Adapter* 20 tilt mount bracket f	1	\$658.82	\$658.82

Sub-Total: 3rd Floor Medium Conference Room - A

\$6,220.87

3rd Floor Medium Conference Room - B

75BDL4650D/00	PHILIPS	75" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	1	\$1,642.35	\$1,642.35
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, X-Large	1	\$321.18	\$321.18
CSSLP15X10	CHIEF	PROXIMITY,SLIDE LOCKING PLATE,15X10	1	\$151.06	\$151.06
WB-100-PS-6	WATTBOX	WattBox Power Strip - 6 Outlets	1	\$13.33	\$13.33
CBL-8K-HD-3	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	1	\$23.53	\$23.53
MVC S40-C4-000	YEALINK	Native Microsoft Teams Rooms system for Small-to- medium rooms* 1x SmartVision40 Intellient AIO devi	1	\$2,647.06	\$2,647.06
VCM35	YEALINK	* 1x VCM35 array microphone with 5m CAT5e cable* 1x RJ45 adapter for cable extension* including 2-ye	2	\$247.06	\$494.12

VCS-TVMOUNT2	YEALINK	Yealink TV Mount Kit for Yealink UVC40, MeetingBar A20/30 and etc	1	\$128.24	\$128.24
RCH40 E2	YEALINK	Use for the connection of multi cameras/mics/speakers* 1x 4-port PoE Switch* 1x power adapter* Inclu	1	\$141.18	\$141.18
ROOMPANEL PLUS BLACK	YEALINK	10-inch Scheduling Panel* 1x Yealink RoomPanel Plus Black* 1x Power Adapter* 20 tilt mount bracket f	1	\$658.82	\$658.82
Sub-Total: 3rd Floor Medium Conference Room - B					\$6,220.87
3rd Floor Large Conference Room					
98BDL4650D/00	PHILIPS	98" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	1	\$3,651.76	\$3,651.76
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, X-Large	1	\$321.18	\$321.18
CSSLP15X10	CHIEF	PROXIMITY,SLIDE LOCKING PLATE,15X10	2	\$151.06	\$302.12
CBL-8K-HD-6	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 6 ft (1.8 m)	1	\$29.41	\$29.41
AT-HDR-CAT-2	ATLONA	4K/HDR HDMI 2.0b HDBaseT HDMI 1 X 2 Distribution Amplifier	1	\$756.96	\$756.96
MOFO-HD21-08	TECHLOGIX	HDMI 2.1 AOC 8K OM3 CMP 8M	1	\$224.28	\$224.28
MVC S90-C5-004	YEALINK	Native Microsoft Teams Rooms system for ProAV Rooms 2x UVC86 dual-eye Intellient camera, VCR20 remot	1	\$8,205.88	\$8,205.88
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,068.24	\$2,068.24
SLMST-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable) license for Microsoft Teams Room software featu	1	\$352.94	\$352.94
SPA2-200	QSC	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo Operation 200 watts into 8 & 4, Bridged operation 40	1	\$582.35	\$582.35
AC-C6T	QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 8 bypass, 110 conical coverage, includes C-ri	10	\$110.82	\$1,108.20
MXA920W-S	SHURE	920 Ceiling Array, White, Square, 24 in	2	\$3,521.71	\$7,043.42
SLXD14/DL4B-G58	SHURE	SLX-D Digital Wireless Microphone System, includes one SLXD4 Receiver with 19"" rack mount kit and o	1	\$758.88	\$758.88
LS-54-216	LISTEN	LISTEN IDSP PRIME LEVEL II STA	1	\$1,740.71	\$1,740.71
GSM4210PD-100NAS	NETGEAR	AV LINE M4250-9G1F-POE+	1	\$518.93	\$518.93
ROOMPANEL PLUS BLACK	YEALINK	10-inch Scheduling Panel* 1x Yealink RoomPanel Plus Black* 1x Power Adapter* 20 tilt mount bracket f	1	\$658.82	\$658.82
55BDL4650D/00	PHILIPS	55" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	2	\$972.94	\$1,945.88
MTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, Medium	2	\$172.94	\$345.88
AT-HDR-EX-70C-RX	ATLONA	Atlona 4K HDR Receiver w/IR, RS-232, and PoE.	2	\$299.29	\$598.58
CBL-8K-HD-3	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	2	\$23.53	\$47.06
CSMP9X12	CHIEF	PROX,MOUNT PLATE,9X12	2	\$40.24	\$80.48
EWR-12-22	MIDDLE ATLANTI	12SP/22D ECONO WALLRK BK	1	\$447.06	\$447.06
U1V-4	MIDDLE ATLANTI	1SP VENTED SHELF, 4PK	1	\$158.15	\$158.15
HBL1	MIDDLE ATLANTI	1SP FLAT ANOD.ALUM.BLANK	6	\$19.00	\$114.00
VTP-2	MIDDLE ATLANTI	2SP ANOD SLOTTED VENT PAN	2	\$28.22	\$56.44
PD-915R	MIDDLE ATLANTI	9OUT,15A,RCKMNT POWER CEN	1	\$122.94	\$122.94
DWR-RR12	MIDDLE ATLANTI	12SP REAR RL KIT DWR/EWR	1	\$37.45	\$37.45

HP	MIDDLE ATLANTI	100PC 10-32 RACK SCREWS W	1	\$23.20	\$23.20
HPQ	MIDDLE ATLANTI	100PC 10-32X3/8 RK SCREWS	1	\$23.20	\$23.20
Sub-Total: 3rd Floor Large Conference Room					\$32,324.40
Demo Kitchen					
65BDL4650D/00	PHILIPS	65" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	1	\$1,216.47	\$1,216.47
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, Large	1	\$271.06	\$271.06
CSMP9X12	CHIEF	PROX,MOUNT PLATE,9X12	1	\$40.24	\$40.24
CBL-8K-HD-3	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	1	\$23.53	\$23.53
HD-RXC-4KZ-101	CRESTRON	DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	\$252.94	\$252.94
HD-TXC-4KZ-101	CRESTRON	DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	\$252.94	\$252.94
CBL-8K-HD-3	CRESTRON	Certified HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	1	\$23.53	\$23.53
999-99600-200W	VADDIO	RoboSHOT 12E OneLINK BRIDGE SYS WHT	1	\$5,905.68	\$5,905.68
999-2225-150	VADDIO	IN-CEILING HALF-RECESSED ENCL. ROBOS	1	\$828.32	\$828.32
QIO-S4	QSC	Q-SYS peripheral providing control expansion with 4 serial communication I/O. Up to 4 devices daisy-	1	\$321.18	\$321.18
SLXD14/SM35-G58	SHURE	SLX-D Digital Wireless Microphone System, includes one SLXD4 Receiver with 19 rack mount kit and one	1	\$613.59	\$613.59
QIO-ML2X2	QSC	Q-SYS peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U	1	\$483.53	\$483.53
SPA2-60	QSC	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 & 4, Bridged operation 200	1	\$497.65	\$497.65
CORE NANO	QSC	Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV brid	1	\$1,545.88	\$1,545.88
SLMST-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable) license for Microsoft Teams Room software featu	1	\$352.94	\$352.94
GSM4210PD-100NAS	NETGEAR	AV LINE M4250-9G1F-POE+	1	\$531.29	\$531.29
TSC-70-G3	QSC	Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,344.71	\$1,344.71
TSC-710T-G3	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$321.18	\$321.18
SRSR-4-12	MIDDLE ATLANTI	4 SLIDE SRSR,12 SPACE	1	\$640.98	\$640.98
U1V-4	MIDDLE ATLANTI	1SP VENTED SHELF, 4PK	2	\$158.15	\$316.30
HBL1	MIDDLE ATLANTI	1SP FLAT ANOD.ALUM.BLANK	4	\$19.00	\$76.00
LBP-1A	MIDDLE ATLANTI	10 PACK L LACER BAR	1	\$35.21	\$35.21
HP	MIDDLE ATLANTI	100PC 10-32 RACK SCREWS W	1	\$23.20	\$23.20
HPQ	MIDDLE ATLANTI	100PC 10-32X3/8 RK SCREWS	1	\$23.20	\$23.20
PD-915R	MIDDLE ATLANTI	9OUT,15A,RCKMNT POWER CEN	1	\$122.94	\$122.94
Sub-Total: Demo Kitchen					\$16,064.49
Support					
Professional Services					\$675.00

Sub-Total: Support \$675.00

Vaughn Public Library Integration

Sub-Total: Vaughn Public Library Integration \$65,451.07

Total: \$133,799.92

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Teams Advanced Services	AVI SYSTEMS	Teams Advanced Services			\$3,925.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The Vaughn Public Library in Ashland is undergoing a renovation. As part of that renovation, the customer would like to update their meeting spaces with modern technology to conduct user friendly Teams meetings.

B. SYSTEM DESCRIPTION: Vaughn Public Library Video Conference Room Systems

- Note: Owner Responsibilities:
 - Provide network connections for MTR compute device locations.
 - Provide cabling pathways from the conferencing equipment to the table/podium for the touch panel cabling where applicable.
 - **Note: Should it be impossible to establish a cabling pathway, AVI Systems will generate a change order for an over-the-floor raceway to fulfill the requirement.**
 - Provide plywood backing for the displays to be mounted on.
 - Provide grommet hole for cable pass thru at the table location for the touch panel and BYOD device where applicable.
 - Provide electrical outlets behind the displays and at any the AV equipment mounting/housing locations.
 - **The Owner will also be responsible for providing the Teams Room Tenant Pro License for each MTR.** AVI Systems can help with this for up to 4 rooms with minimal cost please reach out to sales for more information.

2nd Floor Conference Room

- **Functionality Description:** The 2nd Conference room will be equipped as a Microsoft Teams Room (MTR) with conferencing capabilities and bring your own meeting (BYOM) conferencing capabilities. It will include an all-in-one camera, microphone, and speaker bar, plus an in-ceiling microphone for improved audio. The camera offers options like speaker tracking, group framing, or presenter tracking. A touch panel on the podium or table (location TBD) will enable the standard MTR touch-join experience. There will be a USB dongle for bring your own meeting.
 - Note: Since this space is a modular space AVI system requests and recommends a table or credenza at the front of the room below the display for the BYOM device and MTR touch panel device to be placed on.
- **Displays:**
 - 1 – 75" Display will be installed on a tilting wall mount as the room's video endpoint. It will receive video from the system's core compute (bar) through an HDMI cable.
- **Source Devices:**
 - 1 – The all-in-one conferencing bar connects to the main system via USB cable, offering video and audio of in-room participants to those far away. You can switch the camera mode using the MTR touch panel to suit various settings.
- **Audio:**
 - The integrated conferencing bar will deliver audio for in-room attendees. Positioned just below the display, its built-in microphone will enable participants at the far end to hear those in the room clearly.
 - 1 – In-ceiling microphone will be provided and installed on to improve audio quality for the room.
- **Conferencing:**
 - 1 – All in one conferencing bar will be provided and installed as the MTR. All in one conferencing bar will be provided and installed as the MTR. This will be place behind the display and connect directly to the display as described above.
- **Switching:**
 - 1 – 10 port PoE will be provided and installed to connect AV network devices together.
- **Controls:**
 - 1 – A touch panel for the MTR will be provided and installed on either the podium or table (to be decided). It will offer the native MTR one-touch join feature. The display will turn on/off via its built-in wake-on-sync functionality.
- **Equipment Location:**

All equipment will be mounted behind the display or the table. 3rd Floor Conference Room A

- **Functionality Description:** The 3rd Conference room A will be equipped as a Microsoft Teams Room (MTR) with conferencing capabilities and bring your own meeting (BYOM) conferencing capabilities. It will include an all-in-one camera, microphone, and speaker bar, plus two extra table microphones for improved audio. The camera offers options like speaker tracking, group framing, or presenter tracking. A touch panel on the podium or table (location TBD) will enable the standard MTR touch-join experience.
- **Displays:**
 - 1 – 75" Display will be installed on a tilting wall mount as the room's video endpoint. It will receive video from the system's core compute (bar) through an HDMI cable.
- **Source Devices:**
 - 1 – The all-in-one conferencing bar connects to the main system via USB cable, offering video and audio of in-room participants to those far away. You can switch the camera mode using the MTR touch panel to suit various settings.

- Audio:
 - The integrated conferencing bar will deliver audio for in-room attendees. Positioned just below the display, its built-in microphone will enable participants at the far end to hear those in the room clearly.
 - 2 – Tabletop microphones will be provided and installed on the table to improve audio quality for the room.
- Conferencing:
 - 1 – All in one conferencing bar will be provided and installed as the MTR. All in one conferencing bar will be provided and installed as the MTR. This will be place behind the display and connect directly to the display as described above.
- Switching:
 - 1 – 10 port PoE will be provided and installed to connect AV network devices together.
- Controls:
 - 1 – A touch panel for the MTR will be provided and installed on either the podium or table (to be decided). It will offer the native MTR one-touch join feature. The display will turn on/off via its built-in wake-on-sync functionality.
- Equipment Location:
 - All equipment will be mounted behind the display or the table.

3rd Floor Conference Room B

- Functionality Description: The 3rd Conference room A will be equipped as a Microsoft Teams Room (MTR) with conferencing capabilities and bring your own meeting (BYOM) conferencing capabilities. It will include an all-in-one camera, microphone, and speaker bar, plus two extra table microphones for improved audio. The camera offers options like speaker tracking, group framing, or presenter tracking. A touch panel on the podium or table (location TBD) will enable the standard MTR touch-join experience.
- Displays:
 - 1 – 75" Display will be installed on a tilting wall mount as the room's video endpoint. It will receive video from the system's core compute (bar) through an HDMI cable.
- Source Devices:
 - 1 – The all-in-one conferencing bar connects to the main system via USB cable, offering video and audio of in-room participants to those far away. You can switch the camera mode using the MTR touch panel to suit various settings.
- Audio:
 - The integrated conferencing bar will deliver audio for in-room attendees. Positioned just below the display, its built-in microphone will enable participants at the far end to hear those in the room clearly.
 - 2 – Tabletop microphones will be provided and installed on the table to improve audio quality for the room.
- Conferencing:
 - 1 – All in one conferencing bar will be provided and installed as the MTR. All in one conferencing bar will be provided and installed as the MTR. This will be place behind the display and connect directly to the display as described above.
- Switching:
 - 1 – 10 port PoE will be provided and installed to connect AV network devices together.
- Controls:
 - 1 – A touch panel for the MTR will be provided and installed on either the podium or table (to be decided). It will offer the native MTR one-touch join feature. The display will turn on/off via its built-in wake-on-sync functionality.
- Equipment Location:
 - All equipment will be mounted behind the display or the table.

3rd Floor Large Conference Room

- Functionality Description: The large conference room will be setup as a Microsoft Teams Room (MTR) w/ wired BYOD conferencing capabilities. The system will feature two (2) PTZ cameras for the video conferencing. One camera will be for audience members and the other camera will be for a presenter. The AI cameras will provide the ability to choose between speaker tracking, group framing, multi focus framing, or presenter tracking. A touch panel will be placed on the table which will provide the standard MTR on-touch-join experience. Additionally, there will be a wired USB dongle, at the table/podium, that will provide BYOD conferencing capabilities.
- Displays:
 - 1 – 98" Display will be provided and installed on a tilting wall mount at the front of the room. The display will receive video signals from the system's core compute via HDMI cable, functioning as the room's main video endpoint.
 - 2 – 55" displays will be provided and installed at separate locations on the side walls to serve as content support monitors. These displays will receive video signals from the system's core compute via HDMI extension from an HDMI DA located behind the main display, functioning as the room's secondary video endpoints.
- Source Devices:
 - 2 – PTZ AI enabled cameras that connects to the system over category cable will provide far-end participants video of the in-room participants. The AI cameras can be changed on the fly through the MTR touch panel to allow for different modes as described above. One camera will be mounted below the display @48", or thereabouts, above the finished floor to the

center of the lens to provide the best viewing angle of faces in the room. The other camera will be mounted on the back wall.

- 1 – Wired BYOD dongle will be provided and installed at the table or podium (TBD) to the touch panel to provide bring your own meeting capabilities.
- Audio:
 - 10 – In-ceiling speakers will be provided and installed providing the room with conferencing audio. The speakers will connect to the system over speaker cabling.
 - 1 – 200 watt powered amplifier will be provided and installed in the rack to power the in ceiling speakers.
 - 2 – Ceiling-mounted microphone arrays will be installed to deliver the in-room participants' voices to far-end participants during video conferences.
 - 1 – Wireless microphone receiver and wireless body pack transmitter with lapel microphone will be provided and installed as the presenter microphone for the room.
 - 1 – A network-connected DSP will be supplied and installed in the rack to facilitate audio routing, mixing, processing, and control for the room.
- Conferencing:
 - 1 – A conferencing core compute device, serving as the MTR, will be supplied and set up. It will be placed in the rack and connected directly to the display mentioned earlier. All system peripherals will link to the system through the included PoE network switch and AV hub.
 - 1 – MTR AV hub will be supplied and set up to link the two conferencing cameras to the MTR compute device.
 - 1 – PoE network switch will be supplied and installed in the rack to offer the necessary network ports needed to connect peripheral devices in the rooms to the system.
- Controls:
 - 1 – An MTR touch panel will be supplied and installed on either the podium or table (yet to be determined). This panel will offer the native MTR one-touch join experience. It will also be used for selecting a BYOD conference when needed. Moreover, the touch panel will have controls for managing the room from a secondary page interface.
 - Display on/off will happen automatically with their built in wake on sync functionality.
 - Controls from the touch panel shall be:
 - Join
 - Share
 - Meet Now
 - Volume up/down
 - Mute
 - Mic volume up/down
 - Mic mute
 - End meeting
- Equipment Location:
 - 3 – 15x10 Vertical wall mounted sliding shelves will be provided and installed to house the conferencing compute and other devices behind the displays
 - 1 – Wall mounted rack will be provided and installed in the storage closet behind the front wall of the conference room to house the AV equipment for the room.
 - Note: Owner will be responsible for providing power and network cabling to the rack location.

Demo Kitchen

- Functionality Description: The Demo Kitchen will feature audio from a presenter microphone and video to show items being prepared, allowing the audience to see and hear the preparation process. The system will feature a ceiling mounted PTZ camera with presents for presentation spaces, speakers in the ceiling for the audience to hear the presentation, a display attached to the backside of the cooking hood for the audience to see what is being prepared, and a wireless head worn microphone for talking to the audience. Additionally, there will be a small 7" touch panel at the prep-station to allow the presenter to choose camera presets for showing different preparations when desired.
 - Note: AV equipment should be housed in a nearby cabinet with power and data connectivity. AVI system provided a 20" deep x 24" tall x 19.25" wide rack for this purpose. The owner must ventilate the rack space to prevent equipment from overheating.
- Displays:
 - 1 – 65" Display will be installed on a tilting wall mount as the room's video endpoint. It will receive video from the system's camera through an HDMI extension cabling system.
- Source Devices:
 - 1 – PTZ camera and connectivity box will be the primary source for this room only.
- Audio:
 - 4 – In-ceiling speakers will be provided and installed in the room to provide program audio and voice lift within the room.
 - 1 – Small 60watt amplifier will be provided and installed to power the in-ceiling speakers.

- 1 – Wireless microphone receiver and wireless body pack transmitter with head worn microphone will be provided and installed as the presenter microphone for the room.
- 1 – 2x2 network-connected input/output device will be provided and installed to integrate the microphone into the system and to connect the amplifier to the system output.
- 1 – Small form factor networked DSP will be provided and installed to serve as the audio mixing, routing, and processing device, as well as the control device for the room.
- Conferencing:
 - N/A
- Switching:
 - 1 – 10 port PoE will be provided and installed to connect AV network devices together.
- Controls:
 - 1 – A touch panel will be provided and installed on the countertop. The control functions of the touch panel will include”
 - System on/off
 - Camera Presets:
 - Preset 1
 - Preset 2
 - Volume up/down
 - Mute
 - Microphone volume up/down
 - Microphone mute
- Equipment Location:
 - All equipment will in the rack, ceiling, or countertop.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).

- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

ENGINEERING SERVICES TO BE PROVIDED

Project Specifications Documents

- AV Floor Plan, AV Elevations Drawings
- AV Video Flow, AV Audio Flow, AV Control Flow Drawings

- Equipment lists as specified
- System infrastructure requirements, including cable and termination specifications
- Project Scope of Work
- Project costs

System Support

System Support is AVI Systems' fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because AVI Systems focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. AVI Systems will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, AVI Systems will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

AVI Systems will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	AVI Systems provides support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	AVI Systems conducts user training to cover general operation of the system and how to contact AVI Systems for support as scheduled.	Yes
System Health Checks	AVI Systems personnel perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Yearly/Biannually/Quarterly

Additional Entitlement Coverage		
Entitlement	Definition	Included
Service Delivery Management	AVI Systems will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling	No

	escalations, and continuously improving service quality.	
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AVI Systems has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

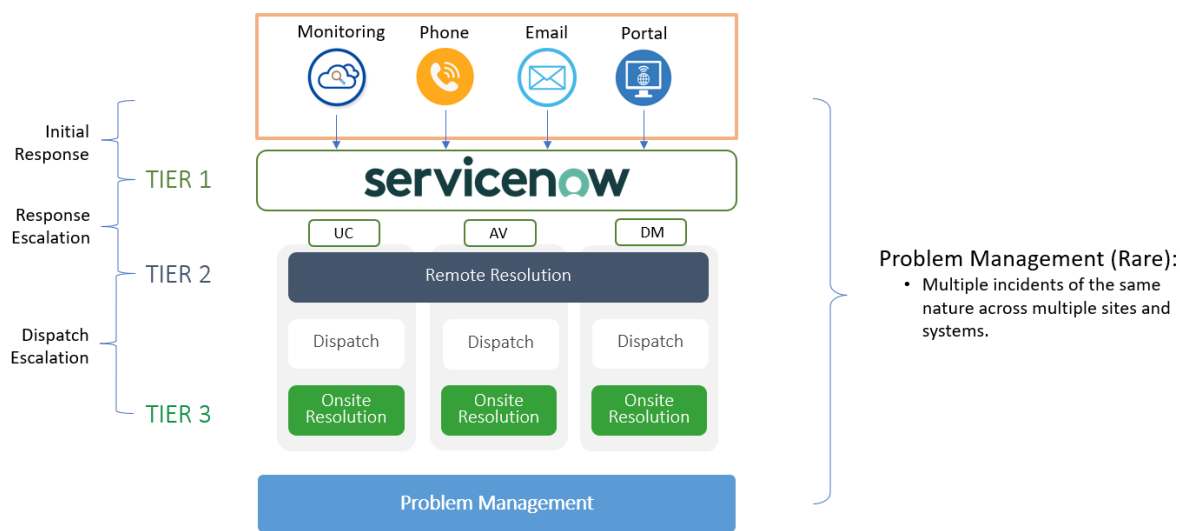
Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both AVI Systems and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided. NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	90
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. AVI Systems will provide a viable	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	90

	and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.				
Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.	Calls: 60 Seconds for calls answered Voicemail: 4 business hours Email: 4 business hours	16 business hours	Best Effort / Scheduled	90

SYSTEM SUPPORT WORKFLOW

AVI Systems follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

- Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
- Incident is logged in ServiceNow and triaged (Tier 1)
- UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
 - Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
- Dispatch Escalation and Resolution (Tier 3)
 - Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	AVI Systems will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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AVI Systems ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. AVI Systems will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

AVI Systems has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL "Problem". A "problem" in this context is the unknown underlying cause of one or more incidents, and a 'known error' is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

AVI Systems Service team can be reached by:

- National Support Phone: 800-488-4954
- Local Branch Support Phone: 855-521-0040
- email: support@avisystems.com

- Portal: Contact your local AVI Systems representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.



AVI Systems, Inc.
9675 West 76th Street, Suite 200
Eden Prairie, MN 55344
Phone: (952)949-3700

GENERAL TERMS AND CONDITIONS OF SALE

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse- engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office

depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. **Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.
12. **Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.
13. **Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.
14. **Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.
15. **No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.
16. **Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event

of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. **Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Wisconsin in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Wisconsin in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Ashland County, WI in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.
18. **General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.
19. **Confidentiality**. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the

Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. **Nonsolicitation** - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.
21. **Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.
22. **Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.
23. **Termination** - Either party may terminate this Agreement for any reason, with or without cause, by providing at least ninety (90) days written notice to the other party for Dedicated Staffed Resource contracts and thirty (30) days written notice for standard managed services contracts. Additionally, either party may terminate this Agreement immediately upon written notice if the other party fails to perform any material obligation under this Agreement and does not cure such failure within thirty (30) days of receiving written notice. Termination is also permissible if one party becomes insolvent, files for bankruptcy, or undergoes similar proceedings. Upon termination, both parties must promptly return or destroy any confidential information belonging to the other party. The Customer shall pay for all services rendered and expenses incurred up to the date of termination. Furthermore, any provisions that by their nature should survive termination or expiration, including confidentiality obligations and payment obligations, shall continue in effect beyond the termination date. In the event of termination of this Agreement for any reason, the Customer shall be entitled to a partial refund of any prepaid fees, calculated on a pro-rata basis for the remaining term of the contract.

Ref: 2025-024

COUNCIL AGENDA: 8.D.
(1/28/2025)

SUBJECT: Consider an Ordinance to Amend Chapter 806 (201-1884) to Approve of a Planned Unit Development - General Development Plan (PUD-GDP) and Zone Change for a Self-Storage Use for Parcel No. 201-04943-0200, Zoned Planned Residential/Institutional (PRI). Applicant: Michael Hebert (*Planning*) Roll

RECOMMENDATION: Approval with amended conditions - see summary statement

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission recommended Approval with amended conditions - 01/21/2025
City Attorney

EXHIBITS:

1. Proposed Ordinance No. 2025-2011
2. Plan Commission Staff Report - Hebert Self-Storage PUD, 01-21-2025
3. M Hebert - Overall Site Plan
4. Pole Light
5. Wall Pack Fixtures

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Planned Unit Development - General Development Plan (PUD-GDP) proposed is consistent with the Comprehensive Plan goals. The subject parcel is located within the Conservation Buffer zone of the Future Land Use Map. The Conservation Buffer surrounds the core of the community and the Future Land Use Map seeks to limit development in this zone while encouraging infill development where possible. Staff recognizes that this does not mean that no development whatsoever will occur in the outlying portions of the City. The City's goal is to restrict development to low density, low intensity uses that will not overburden public utilities/infrastructure or require cost-prohibitive extensions of utilities to serve new development. The proposed PUD is for a self-storage land use that would not be appropriate in the urban core of the City and would have a minimal demand for utilities. The PUD allows the Plan Commission and City Council to create a set of standards that make sense for the subject site while allowing a property owner greater flexibility than what is possible under base zoning. The PRI zoning district was designed in keeping with the intent of the Conservation Buffer district. PRI zoning allows for agricultural uses, open space, and some scattered low density residential and commercial uses. The uses permitted by the PRI district are lower intensity uses that do not require expansion of City utilities or create excessive pollution, congestion, noise, or other adverse conditions which is in keeping with the Comprehensive Plan while recognizing the need to allow property owners to use their parcels.

SUMMARY STATEMENT:

Michael Hebert wishes to construct a self-storage use on Parcel # 201-04943-0200 which is a 10.35-acre parcel located along the north side of Binsfield Road. The parcel was part of the former veterinary property and is vacant. The applicant seeks a zone change and Planned Unit Development (PUD) approval to allow him to construct the development as proposed. He stated that the cost of paving the drive access and areas between the buildings would make the development cost-prohibitive and prevent him from moving forward. He stated that he is asking for relief from the UDO paving requirement in exchange for a landscaping requirement that significantly exceeds UDO standards. Stormwater management is also proposed as a means of offsetting the relief from the paving requirement. Staff and the Plan Commission have discussed the item with the applicant over the past year and determined that the PUD was a potential route the applicant could consider allowing for site flexibility while allowing the City a degree of control over the proposed development. PUDs consist of two parts. The General Development Plan (GDP) is the initial approval and determines a concept and basic site layout/design. The Specific Implementation Plan (SIP) is the second approval and occurs when the applicant has finalized the site design. The Plan Commission voted to recommend approval of the proposed PUD-GDP at the January 21st, 2025 Plan Commission meeting. Staff recommended a series of conditions as part of the approval. The Plan Commission voted for approval with the conditions staff recommended and with an additional condition that the applicant use native plantings to meet the landscaping requirement. Staff and the applicant would work together to ensure as part of the SIP process to ensure that the landscaping plan meets the approval conditions. Detailed information including conditions is provided in the staff report provided.

Sequential Ordinance No. 2025-2011

ORDINANCE TO AMEND CHAPTER 806 (201-1884) ORDINANCE TO APPROVE A PUD-GDP (PLANNED UNIT DEVELOPMENT – GENERAL DEVELOPMENT PLAN), ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of January 28, 2025, for the purpose of amending Chapter 806 (201-1884) an Ordinance to Approve A PUD-GDP (Planned Unit Development - General Development Plan), Ashland City Ordinances.

SECTION I

806.05 (2025-2011) Hebert Self-Storage *shall be created to read as follows:*

- (a) Location and legal Description. A Planned Unit Development-General Development Plan is hereby approved on the following described property which is zoned Planned Residential/Institutional: North of Binsfield Road, Lot 3 of CSM 769
- (b) Attachment E. A copy of the self-storage PUD-GDP staff report and associated Site Plan is attached to this ordinance and is incorporated by reference.
- (c) Conditions. The following conditions shall be incorporated into the PUD-GDP:
 - 1. Approval is for the PUD-GDP only. The applicant shall follow up with the PUD-SIP submittal through City staff, the Plan Commission, and City Council and obtain PUD-SIP approval and all necessary approvals and building permits for the proposed project prior to starting construction.
 - 2. PUD-GDP to allow a self-storage land use under a PUD Overlay on Parcel # 201-04943-0200.
 - 3. City Council to waive the 20-acre minimum area requirement for a PUD on 10.35-acre Parcel # 201-04943-0200 in the PRI zoning district with the finding that the proposed PUD encompasses a clearly defined area that will not preclude logical development of adjacent properties in a manner consistent with the intent of the UDO.
 - 4. Applicant has the option of phasing the development so that the first two (2) buildings are completed within the initial project phase (two-year term of the initial building permit) and the second two (2) buildings are completed within the following year. Substantial development progress shall occur on Phase 1 of the development within 12 months of PUD-SIP approval.

5. Access drive width for the driveway from Binsfield Road shall be a minimum of 19 feet wide to allow two-way traffic. Applicant shall revise the site plan to show the 19-foot dimension for SIP review.
6. Relief from UDO Section 6(G)(2) and Section 6.3(F)(5) requiring paving of driveways and parking areas with concrete or bituminous pavement. This provision shall allow the applicant to use an approved unpaved surface in lieu of paving for areas shown as unpaved on the site plan. The first 100 feet of the Binsfield Road access drive shall be paved.
7. Building setbacks, heights, and setbacks shall meet Future Development (FD) zoning standards.
8. As part of the SIP submittal applicant shall submit a detailed stormwater management plan including calculations on the amount of runoff anticipated based on the proposed impervious area (to include buildings and drive areas). The stormwater management calculations shall demonstrate that the proposed stormwater retention pond is sized appropriately to handle all runoff generated onsite and that no runoff onto surrounding properties will occur as a result of this development. The stormwater management plan will require Planning and Public Works staff review and Plan Commission review.
9. Applicant shall maintain the existing wetlands and landscaping as shown on the site plan.
10. Any signage proposed shall meet UDO standards and require submission of sign proofs for Planning and Development review and issuance of a sign permit prior to installation.
11. As part of the SIP submittal the applicant shall submit a code-compliant photometric plan for Planning and Development staff and Plan Commission review. The plan shall show light levels for all access/drive areas and between the buildings. Lighting shall meet the standard for “Low Activity” Non-residential open parking facilities as described in UDO Tables 6.7.A and 6.7.B.
12. Any changes in the proposed land use or additional uses proposed shall require a PUD amendment and Plan Commission/City Council review.
13. Landscaping species shall be native landscaping. Applicant shall revise the landscaping plan and schedule to show native species for the proposed landscaping. Applicant shall submit the revised landscaping plan and schedule for staff and Plan Commission review as part of the SIP submittal.

SECTION II

Effective Date of Ordinance: This Ordinance shall become effective upon passage and publication. The PUD-GDP is an interim zoning classification that does not enable any development until the PUD-Specific Implementation Plan (SIP) is approved.

PASSED: January 28, 2025

PUBLISHED: February 6, 2025

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, City Attorney



DEPARTMENT OF
PLANNING &
DEVELOPMENT
601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – January 21, 2025

Agenda Item # 6a: **Public Hearing: Planned Unit Development Review – General Development Plan (GDP) Approval for a Self-Storage Use**

Zoning District: Planned Residential/Institutional (PRI)

Property Address: No Address-Vacant

Parcel #: # 201-04943-0200

Applicant: Michael Hebert

Staff Contact: Steven Wiley

Background

Michael Hebert recently acquired parcel 201-04943-0200 which is located on the north side of Binsfield Road between State Hwy 13 (Ellis Avenue) to the east and Farm Road to the West. This parcel was formerly part of a larger parcel that also included the former veterinary clinic on the western portion of the original parcel. Prior to Mr. Hebert purchasing the property the former parcel was split into the current two smaller properties. The subject property and parcels immediately to the north, east, and west are zoned Planned Residential/Institutional (PRI). The properties to the south across Binsfield Road are zoned Future Development (FD). The Calvary Tabernacle Church is immediately east of the subject property, the Xcel solar farm is to the north, with vacant parcels to the south and west. Bay City Creek and several institutional uses including Northwood Technical College and Tamarack Health Center are west of the subject site.

Mr. Hebert has appeared before the Plan Commission and met with Planning staff a number of times to discuss his proposal to construct a self-storage facility on a portion of the subject parcel. Mr. Hebert explained that strict compliance with some base zoning standards for the Planned Residential/Institutional District would be cost-prohibitive and prevent him from proceeding with the development. Staff explained to Mr. Hebert that he could pursue the project as a Planned Unit Development (PUD) in order to allow for greater flexibility on-site under a specific set of standards for the subject site. The PUD would allow Mr. Hebert or a subsequent owner to ask for relief from specific UDO provisions while allowing the City to ask him to exceed ordinance standards in other areas. Mr. Hebert has submitted materials for a PUD-GDP review and approval.

The UDO standards set the minimum area for a Planned Unit Development in the PRI district at twenty (20) acres. However, the Common Council can waive this requirement if it finds that the PUD encompasses a clearly defined area that will not preclude logical development of adjacent properties in a manner consistent with the PRI zoning district. The subject parcel is approximately 10.35 acres in

area. Staff finds that the PUD would encompass a clearly-defined area (the subject parcel only). Staff is of the opinion that the proposed PUD zoning for the site will not preclude development of adjacent properties and recommends that the Plan Commission and Council waive the 20-acre minimum area requirement based on this finding. Mr. Hebert has explained to staff that he would construct two (2) of the four storage buildings initially, and construct the last two buildings the following year. This phased approach would occur because Mr. Hebert cannot get a local contractor to guarantee availability for construction of all four buildings at once.

Existing Land Use	Zoning
Vacant (Eastern portion of former Veterinary property)	Planned Residential/Institutional (PRI)

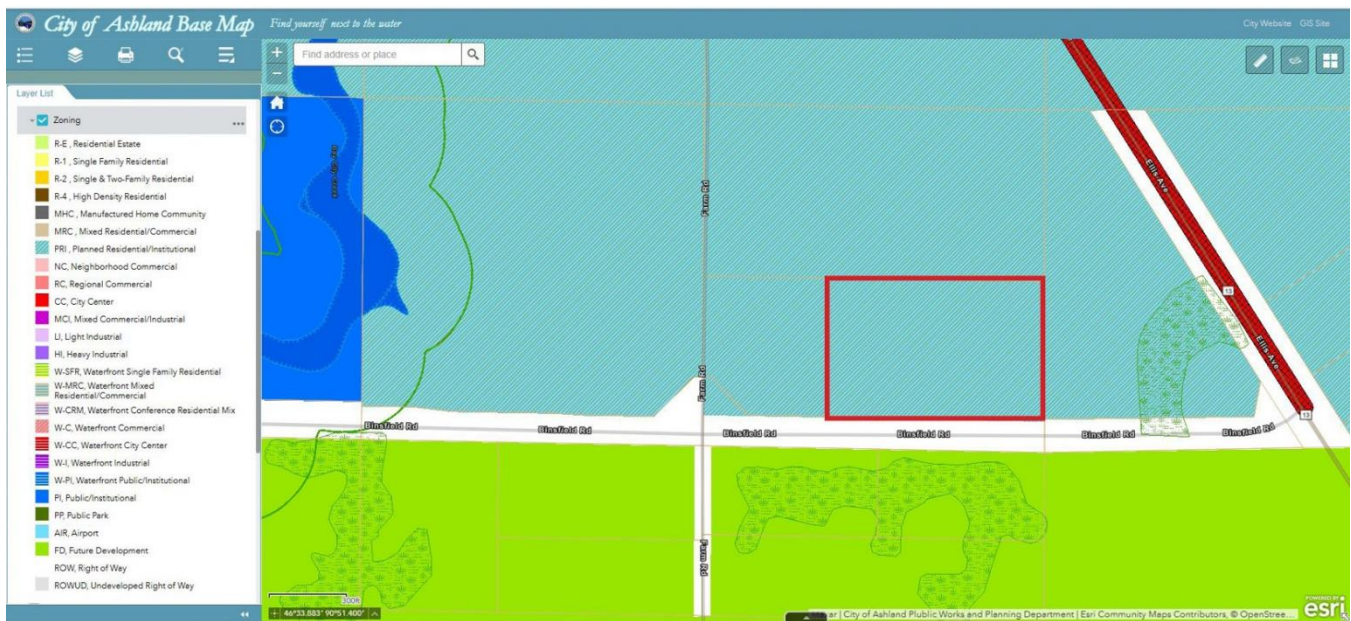
Adjacent Land Uses and Zoning

Existing Uses		Zoning
North	Vacant, Xcel Energy	Planned Residential/Institutional PRI)
South	Vacant	Future Development (FD)
East	Religious Institution	Planned Residential/Institutional with Gateway Overlay (PRI-GTWY-O)
West	Vacant, Education, Medical Center Institutional Uses	Planned Residential/Institutional (PRI), Public Institutional, Bay City Creek Overlay District (BCC-O)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Conservation Buffer



The subject parcel is outlined in red in the above image. Binsfield Road runs along the south edge of the subject parcel and Highway 13 (Ellis Avenue) is to the east of the subject parcel.

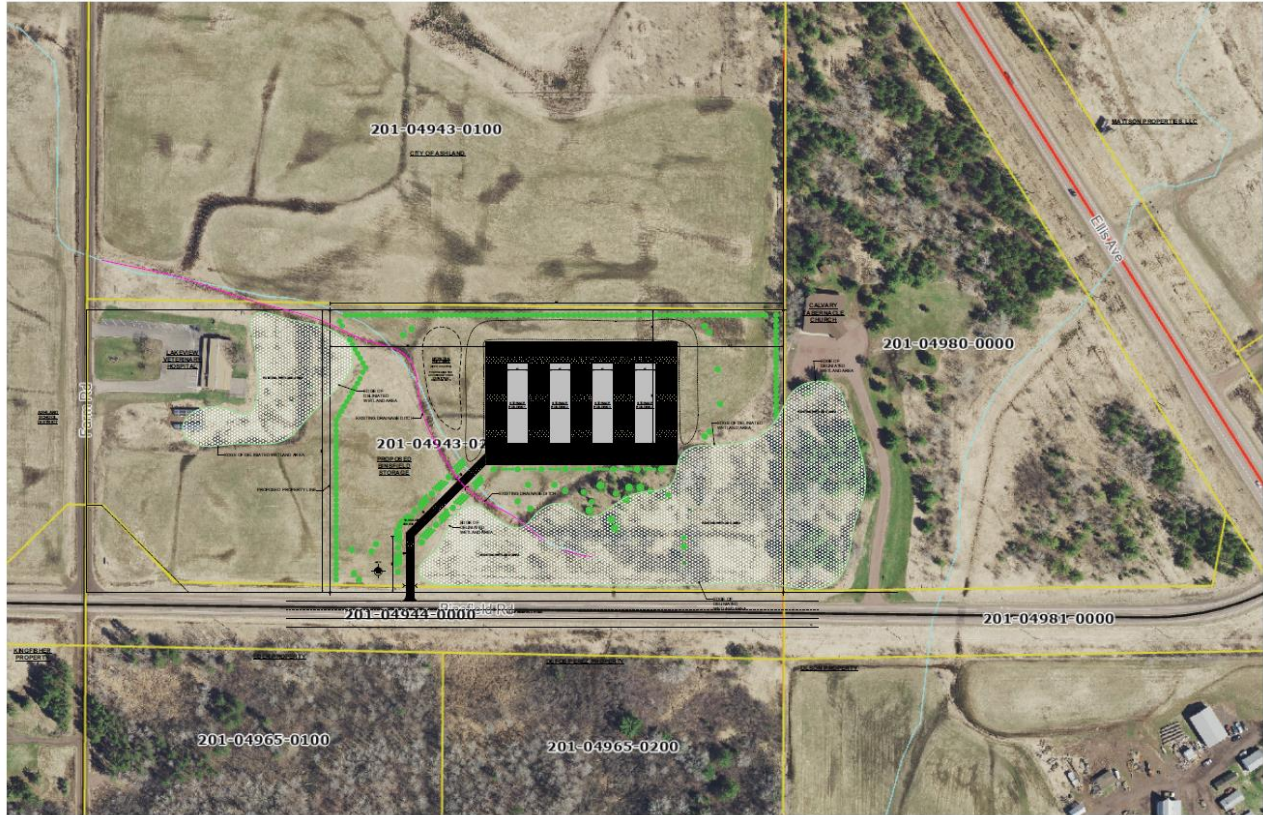


The subject property is outlined in red above. The hatched blue is the current Planned Residential/Institutional zoning of the subject parcel and some adjacent properties. The green to the south is Future Development zoning. The red cross-hatched zoning along Highway 13 is Gateway Overlay zoning. The dark blue to the west is Public Institutional and the green bubbled area west of the site is the Bay City Creek Overlay zoning.

Use

The applicant is proposing a self-storage facility and associated access drives and stormwater retention on the subject site. The self-storage buildings will be new structures on the currently vacant parcel. The applicant's proposal to construct a self-storage use was discussed at the April 23, 2024 Plan Commission meeting and the Commission expressed support for the proposal at that time.

Site Design



The applicant has continued to work with his designer on a site plan, which he has submitted to City staff. The Plan includes an access drive from Binsfield Road to serve the site. Four (4) self-storage buildings with associated drive access around and between them would be located on the northern half of the site. Stormwater retention is proposed to the west of the storage buildings. The existing vegetation and landscaping along with wetlands on the southeastern portion of the site will be maintained. A landscape buffer is proposed along the west, north, and eastern portions of the site to screen the view of the site from the street and adjacent properties.

	<u>Required</u>	<u>Provided</u>
Parking Spaces	1 per employee at maximum shift. 1 visitor space per employee at maximum shift. Can be set during the PUD Process. No employees planned to be on-site normally	None striped - Dimensionally room around the perimeter of the drive access adjacent to the buildings
Impervious Surface	No specific requirement - Can be set through the PUD process. Most districts allow up to 70% coverage for non-residential uses	19.40%
Building Height	Can be set during the PUD Process. Staff recommends a 35-foot maximum allowance	12-15 feet maximum according to the applicant

unless the Plan Commission sees fit to reduce this allowance. The proposed plan at 19.4 percent impervious coverage is well under 70 percent of the site area.

Setbacks in the Planned Residential/Institutional district are set as part of an approved PUD or to be consistent with the Future Development (FD) zoning district. Staff recommends maintaining the FD zoning setbacks as of now. The applicant's site plan shows setbacks which significantly exceed ordinance minimums and staff is supportive of the setbacks proposed in the site plan.

The Plan Commission and City Council may also set parking requirements for the site as part of the PUD process. Staff would recommend maintaining the ordinance requirement of one (1) parking space per employee at maximum shift and 1 visitor space per employee at maximum shift. According to the applicant he does not plan to have employees on-site so no striped spaces are proposed. No striped spaces would be required in this case. There is enough proposed gravel surfacing for vehicles to park around the perimeter of the drive areas if necessary.

The UDO requires that all parking and drive areas be paved with concrete or bituminous pavement. Properly designed porous pavement, concrete pavers, permeable pavers, or other materials may be approved provided that design and materials are consistent with the intent of the ordinance. The applicant has obtained a quote from a local paving contractor. He stated that the cost of paving the access drive areas according to the UDO requirement would make the project cost-prohibitive and prevent him from pursuing the project. The PUD zoning allows for flexibility in this area so the applicant has requested relief from the ordinance paving requirement in exchange for increased landscaping and stormwater management features. Staff and the Plan Commission have expressed support for this request. Staff recommends as part of the PUD approval a condition allowing the applicant relief from the paving requirement for parking and drive areas except for the first 100 feet of the Binsfield Road access drive.

Stormwater Management/Utilities

Staff has had discussions with the applicant and his designer along with the Department of Public Works. The applicant and his designer have taken care not to disturb the existing drainage ditch that runs through the site. Additionally, the applicant will provide a stormwater retention pond to the west of the proposed buildings and drive access. This pond will be appropriately sized and designed to handle stormwater runoff onsite and avoid runoff onto adjacent properties. The Plan Commission requested that the applicant provide appropriate stormwater management features to offset his request for relief from the ordinance paving requirement. Staff recommends that as a condition of approval the applicant provide a detailed stormwater management plan including calculations showing the amount of runoff anticipated from the impervious surfaces onsite and stormwater features sized to handle this runoff. Planning staff will work with Public Works to review the stormwater management design. Additionally, staff will have the applicant submit detailed stormwater management information as part of the Specific Implementation Plan (SIP) review.

Landscaping

The applicant has provided a landscaping plan and schedule as part of the site plan his designer prepared. The landscaping plan and schedule display the locations of existing landscaping to be maintained and proposed landscaping along with the number of required and proposed landscaping points. Staff and the Plan Commission discussed landscaping with the applicant and decided to ask the applicant to significantly exceed the ordinance minimum landscaping requirement for the site to offset the relief from the ordinance paving requirement. The landscaping plan and schedule illustrate that the applicant would significantly exceed the ordinance landscaping requirement for the development proposed. Staff is supportive of the amount and type of proposed landscaping.

LANDSCAPING REQUIREMENTS:

MIN. PLANTING REQUIREMENTS BASED ON DEVELOPMENT AREA
FOR PARCEL GREATER THAN 5 ACRES
DEVELOPMENT AREA: 87,550 S.F.

SHRUBS: 1 SHRUB/1,000 S.F. = 88 SHRUBS

TREES (TOTAL 630):

CONIFEROUS: 1 TREE/1,000 S.F. = 88 CONIFEROUS

DECIDUOUS: 1 TREE/2,500 S.F. = 35 DECIDUOUS

LANDSCAPING PROVIDED:

NEW TREES (185 TOTAL):



CONIFEROUS (150 TOTAL):

ARBORVITAE = 25'-30' TALL, 4' WIDE (MATURE SIZE)



DECIDUOUS (35 TOTAL) = TREES TO BE SELECTED FROM
THE CITY OF ASHLAND'S LIST OF APPROVED TREES

SHRUBS (185 TOTAL):



SMALL SHRUBS AND BUSHES = OWNER WILL WORK
WITH A LOCAL GREENHOUSE/LANDSCAPING SUPPLIER
TO INSTALL LOCALLY HARDY AND NON-INVASIVE SMALL
SHRUBS, GRASSES/SEDGES, AND FLOWERING PERENNIAL
PLANTS

The southeastern portion of the site contains wetlands and existing vegetation. The applicant plans to maintain these. Between the existing trees and proposed arborvitae, the applicant would have more than double the required trees by code. The applicant would also provide more than double the code required shrubs based on development area. If the Plan Commission would like to see more landscaping provided or landscaping shifted from the locations proposed on the site plan as part of the SIP submittal the Plan Commission can require this. The applicant will maintain the existing vegetation on the southeast portion of the site which serves as a buffer between Binsfield Road and the proposed development. Additionally, the applicant will add arborvitae to screen the site from the north, east, and west. Staff is of the opinion that the amount of landscaping proposed in tandem with the stormwater features will offset the relief from the paving requirements.

Signage

Currently there are no signs on the subject parcel. The applicant has not submitted any signage plans. Staff would recommend that the area and quantity standards for signage remain as they are in the sign section of the UDO. The applicant would need to submit sign plans and obtain a sign permit for any signage.

Lighting

The applicant and his designer have stated that the driveway will be illuminated with freestanding pole lights. The fixtures will be full cut-off and on poles less than 20 feet tall. The buildings will have wall-mounted fixtures that are shielded from neighboring properties using full cut-off fixtures and these will illuminate the driveway areas between and around the buildings. The applicant has not yet completed a photometric plan showing light levels for the access drives. Staff explained to him that the light levels on-site will need to meet the ordinance standards for low activity parking and access areas described in the UDO lighting standards. Staff recommends as a condition of approval that the applicant submit a photometric plan showing code-compliant light levels as part of the SIP process.

Building Elevations

The UDO does not have many design standards for the PRI district. The PUD process allows the Plan Commission and City Council the ability to set specific design requirements during the process. The applicant has provided images of Trachte Buildings which are similar to the structures he would construct. These are one-story buildings that are flat-roofed and 12-15 feet in height. They are metal-sided which is prohibited in most zoning districts. However, the UDO does allow for the use of metal siding in outlying areas of the city such as the subject site. Given the existing and proposed vegetation and landscaping staff does not have concerns with the buildings as proposed.



Standards for Planned Unit Development Review

The City of Ashland's Unified Development Ordinance Section 3.8 (E) Creation of a Planned Unit Development (PUD) Overlay District – Approval Criteria provide the approval criteria for a PUD General Development Plan for the City of Ashland. The following decision criteria were used to review the submitted PUD-GDP:

1. Consistency with Comprehensive Plan.

The PUD-GDP proposed is consistent with the Comprehensive Plan goals. The subject parcel is located within the Conservation Buffer zone of the Future Land Use Map. The Conservation Buffer surrounds the core of the community and the Future Land Use Map seeks to limit development in this zone while encouraging infill development where possible. Staff recognizes that this does not mean that no development whatsoever will occur in the outlying portions of the City. The City's goal is to restrict development to low density, low intensity uses that will not overburden public utilities/infrastructure or require cost-prohibitive extensions of utilities to serve new development. The proposed PUD is for a self-storage land use that would not be appropriate in the urban core of the City and would have a minimal demand for utilities. The PUD allows the Plan Commission and City Council to create a set of standards that make sense for the subject site while allowing a property owner greater flexibility than what is possible under base zoning. The PRI zoning district was designed in keeping with the intent of the Conservation Buffer district. PRI zoning allows for agricultural uses, open space, and some scattered low density residential and commercial uses. The uses permitted by the PRI district are lower intensity uses that do not require expansion of City utilities or create excessive pollution, congestion, noise, or other adverse conditions which is in keeping with the Comprehensive Plan while recognizing the need to allow property owners to use their parcels.

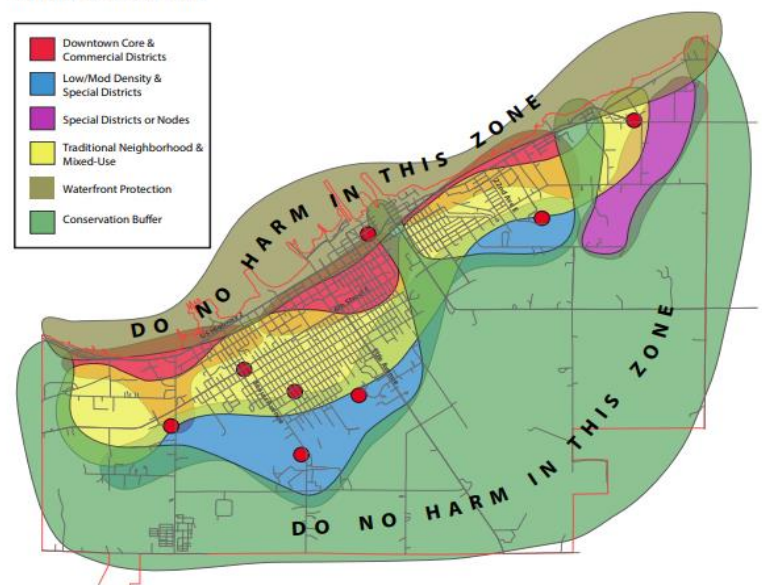
2. Consistency with the UDO

This use is consistent with the UDO.

The land use, site coverage/impervious surface area, landscaping, and stormwater design will comply with the ordinance. Lighting and signage will also comply. The only relief from the ordinance requested is from the paving requirement for drive access and staff is of the opinion that the stormwater management along with the proposed landscaping will offset the relief requested. Density, bulk, and use of the proposed structures are consistent with the ordinance.

The proposed development is located on the northern portion of the parcel away from Binsfield Road so this coupled with the visual buffer afforded by the existing and proposed landscaping will mitigate any visual impacts the development might have on neighboring properties or from the street. Staff finds that granting relief from the paving requirement of the UDO is in the public interest if it means that the applicant will provide increased landscaping and stormwater management in exchange.

FUTURE LAND USE PLAN



3. Open Space

The majority of the subject parcel will remain undeveloped as open space. The southeastern portion of the parcel contains existing wetlands and vegetation that will remain undisturbed. Though the development does not include recreation space it will preserve the wetlands and as much existing vegetation as possible. The proposed impervious area for the site is less than 20% of the site area. Generally self-storage uses are not designed with park or open recreational space but the preservation of a large portion of the parcel as undeveloped area is in keeping with this criterion of the approval standards.

4. Effect on the Neighborhood

The existing development around the subject site consists of scattered low-density uses on large parcels. Many parcels remain farmland, vacant, or undeveloped. Existing landscaping and wetlands on the subject parcel coupled with the proposed placement of the storage buildings over 250 feet off of Binsfield Road and proposed landscaping will ensure that the visual impact on the neighborhood is minimal. The Calvary Tabernacle Church occupies the parcel between the subject property and State Highway 13 which means that the subject parcel is not directly on a major gateway corridor leading into the city. Staff is of the opinion that as long as the applicant meets the landscaping, stormwater management, and lighting standards described, the development's impacts will be minimal.

5. Phasing

As mentioned earlier, the applicant plans to complete the project in two phases. The first phase would result in construction of the first two buildings. The second phase would occur the following year contingent on contractor availability and result in the construction of the last two buildings. Staff does not have concerns with allowing the applicant to phase the building construction. As long as the applicant can install the landscaping and stormwater management to ensure that these are in place during the first phase staff does not anticipate negative impacts on surrounding properties. If the applicant would want to deviate from the originally proposed GDP or SIP he would come back to City staff and the Plan Commission for further review.

6. Relationship to Existing Structures

The existing development on the parcels immediately surrounding the subject site is limited and the proposed structures will be developed within the subject site. The proposed placement of the structures will not impact the developability of any surrounding parcels nor will the proposed development impact the utilities at the expense of any other properties. The Future Development and Planned Residential/Institutional standards are intended to limit development to lower density/intensity uses that will not require sprawl-like extension of utilities or strain public safety or other resources. The FD and PRI zoning districts serve in many cases as holding zones allowing property owners some ability to use their properties but otherwise limiting development to that which would not make sense in the urban core or vacant or agricultural uses until such parcels might be platted and receive street and utility access. The Calvary Tabernacle Church is the closest structure to the proposed buildings and is located over 230 feet away from the closest proposed storage building. Staff does not have concerns with the proposed development's relationship to existing structures.

Application Submittal Requirements

UDO Section 3.8 includes the submittal requirements for a PUD-GDP review. These include the following items which staff has reviewed:

- a. Context Map: A map of the project including its relationship to the surrounding properties, topography, or other prominent site features. The applicant and his designer have submitted the required context map which contains this information. The map displays the proposed development's placement and layout in relation to the surrounding parcels, existing development on those parcels, streets, and wetlands. An aerial of the site is included on the context map.
- b. Statement: A statement as to why the planned unit development (PUD) zoning is proposed. The statement shall identify reasons why planned unit development (PUD) zoning is preferable to development under standard zoning districts. The applicant submitted a statement explaining that he wishes to develop his property as a self-storage land use. He obtained a quote from Northwoods Paving which provides the cost of paving the access drives to UDO standards. The cost of paving the drive areas of the site is prohibitive and would prevent the project from moving forward. It would be close to the cost of the entire project. The following are numbers the applicant obtained in his quote:

- \$123087.84 for just the blacktop
- \$135,182.90 for the gravel underneath it, and compacting
- \$15 to 39k for geogrid
- \$273270.74 to \$297270.74 for black top at a minimum

The applicant is requesting the PUD zoning to allow him the flexibility he says he needs in order to move forward with a development that is in demand in the area. The base zoning requires him to pave all drive access areas which would result in the project no longer making sense economically. The applicant says that he can however install landscaping and stormwater management features and exceed ordinance standards in the manner in which staff and the Plan Commission asked. Therefore, the PUD zoning is desirable.

- c. Site Plan: A site plan of the planned unit development (PUD) at a scale of not less than one-inch equals one hundred feet (1" = 100') showing the following:
 - (1) Land uses and development densities: The 1" = 100' site plan shows four self-storage buildings each with 30 10' x 20' storage units. It shows self-storage as the land use proposed and number of units per building so it is compliant with this requirement.
 - (2) The size, arrangement, and location of parcels: The site plan shows the applicant's parcel which is the subject property for which the PUD will apply and includes the parcel location off of Binsfield Road. The parcel area of 10.35 acres/450,932 sq. ft. is listed on the plan.
 - (3) The proposed general location of buildings or groups of buildings: The site plan shows the four (4) proposed self-storage buildings on the northern portion of the site and setbacks proposed from property lines.
 - (4) The location, design, and construction of public and private streets: The site plan shows the existing streets that serve the area including State Hwy 13, Binsfield Rd, and Farm Rd. For the access drive and drive areas within the subject development the plan shows their locations and includes dimensions and labels describing the surfacing (asphalt and gravel) proposed.
 - (5) The location of recreational areas and open space and a description of who will own and maintain the spaces: Due to the property's self-storage land use no recreational areas are proposed. However, the site plan shows the open spaces and existing wetlands which will be maintained. The owner will maintain the open spaces on-site.
 - (6) A general landscaping plan: The applicant has submitted a landscaping plan with locations, the number and type of proposed plantings, the locations of existing vegetation to remain, and a landscaping schedule. The plan and schedule show landscaping amounts significantly exceeding ordinance minimums as requested.
 - (7) A general grading plan, indicating onsite stormwater management facilities and indicating the amount and location of off-site drainage: The applicant has included the existing drainage

ditch and proposed stormwater retention pond on the site plan. Stormwater runoff is planned to be handled onsite by a pond sized based on the amount of impervious area and runoff anticipated. The applicant's designer and City staff have discussed that the development will not impact the grading on-site and that the site is flat with minimal grade changes currently. Therefore, there are not many topographic lines on the site plan.

- (8) Identification of mature vegetation on the site and a proposal to preserve such vegetation worthy of protection: The applicant's site plan identifies the existing wetlands and location of existing trees onsite and the placement of the buildings and drive areas is such that the development will not disturb the wetlands. The site plan shows the locations of existing trees to be maintained particularly on the southeastern portion of the site. Staff does not have concerns with the proposed placement of the structures in regards to the existing vegetation.
- (9) Identification and/or delineation of wetlands and floodplains within the site and a proposal to protect such areas from encroachment or degradation: The applicant's site plan identifies the existing wetlands onsite. There are no floodplains that the applicant or staff are aware of. The proposal will maintain the existing wetlands. Staff does not have concerns with the proposed placement of the structures in regards to the existing wetlands.
- (10) Statistical data on the size of the development, density/intensity of various sub-areas, and expected phasing or staging: The applicant's site plan includes data on the physical sizes of the buildings: 40' x 150' with 30 units each. The applicant has informed staff that he plans to phase the project. Two (2) buildings would be constructed the first year and two (2) remaining buildings constructed the second year. The sole land use would be self-storage.
- (11) A description of the intended organizational structure for a property owner's association, if any: The applicant has explained to staff that he will place the developed property under a Limited Liability Company (LLC) which will either be 100% under him or 50% under him and 50% under his wife. He has not yet finalized the LLC. No property owner's association or condominium association is proposed.
- (12) A description of the deed restrictions or restrictive covenants, if any: There are no deed restrictions or restrictive covenants to staff's or the applicant's knowledge.

Review Recommendation

Staff recommends APPROVAL of the PUD-GDP contingent on the following conditions:

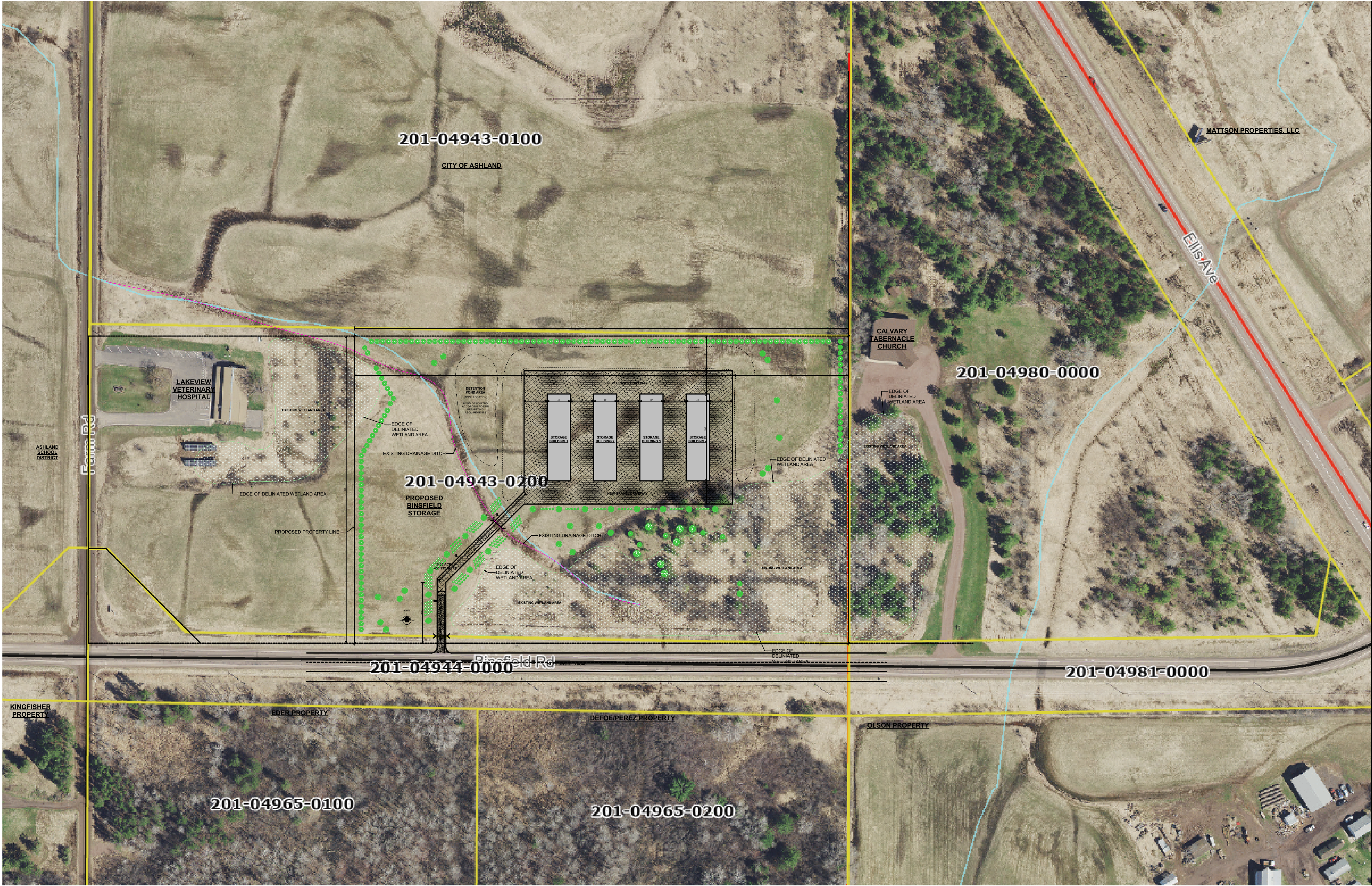
- Approval is for the PUD-GDP only. The applicant shall follow up with the PUD-SIP submittal through City staff, the Plan Commission, and City Council and obtain PUD-SIP approval and all necessary approvals and building permits for the proposed project prior to starting construction.
- PUD-GDP to allow a self-storage land use under a PUD Overlay on Parcel # 201-04943-0200.
- City Council to waive the 20-acre minimum area requirement for a PUD on 10.35-acre Parcel # 201-04943-0200 in the PRI zoning district with the finding that the proposed PUD encompasses a clearly defined area that will not preclude logical development of adjacent properties in a manner consistent with the intent of the UDO.
- Applicant has the option of phasing the development so that the first two (2) buildings are completed within the initial project phase (two-year term of the initial building permit) and the second two (2) buildings are completed within the following year. Substantial development progress shall occur on Phase 1 of the development within 12 months of PUD-SIP approval.
- Access drive width for the driveway from Binsfield Road shall be a minimum of 19 feet wide to allow two-way traffic. Applicant shall revise the site plan to show the 19-foot dimension for SIP review.
- Relief from UDO Section 6(G)(2) and Section 6.3(F)(5) requiring paving of driveways and parking areas with concrete or bituminous pavement. This provision shall allow the applicant to use an

approved unpaved surface in lieu of paving for areas shown as unpaved on the site plan. The first 100 feet of the Binsfield Road access drive shall be paved.

- Building setbacks, heights, and setbacks shall meet Future Development (FD) zoning standards.
- As part of the SIP submittal applicant shall submit a detailed stormwater management plan including calculations on the amount of runoff anticipated based on the proposed impervious area (to include buildings and drive areas). The stormwater management calculations shall demonstrate that the proposed stormwater retention pond is sized appropriately to handle all runoff generated onsite and that no runoff onto surrounding properties will occur as a result of this development. The stormwater management plan will require Planning and Public Works staff review and Plan Commission review.
- Applicant shall maintain the existing wetlands and landscaping as shown on the site plan.
- Any signage proposed shall meet UDO standards and require submission of sign proofs for Planning and Development review and issuance of a sign permit prior to installation.
- As part of the SIP submittal the applicant shall submit a code-compliant photometric plan for Planning and Development staff and Plan Commission review. The plan shall show light levels for all access/drive areas and between the buildings. Lighting shall meet the standard for “Low Activity” Non-residential open parking facilities as described in UDO Tables 6.7.A and 6.7.B.
- Any changes in the proposed land use or additional uses proposed shall require a PUD amendment and Plan Commission/City Council review.

Additionally, as a Public Hearing is scheduled for the proposed PUD-GDP, the Plan Commission should hear all input from the public prior to making a determination. The required Class 2 public hearing notice was issued on January 2nd & January 9th and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.



1 OVERALL SITE PLAN
SCALE: 1" = 100'

PROPOSED SITE PLAN FOR:
MIKE HEBERT
BINSFIELD ROAD, ASHLAND, WI 54806

OVERALL SITE PLAN

DESIGN & ENGINEERING
with framework design inc
C&S
2023 6th Street West, Ashland, WI 54806
Telephone (715) 682-0330 www.csdengineer.com

DESIGNED:	LD
DRAWN:	BLW
SCALE:	AS NOTED
DATE:	January 08, 2025
PROJECT NO.	24-3869

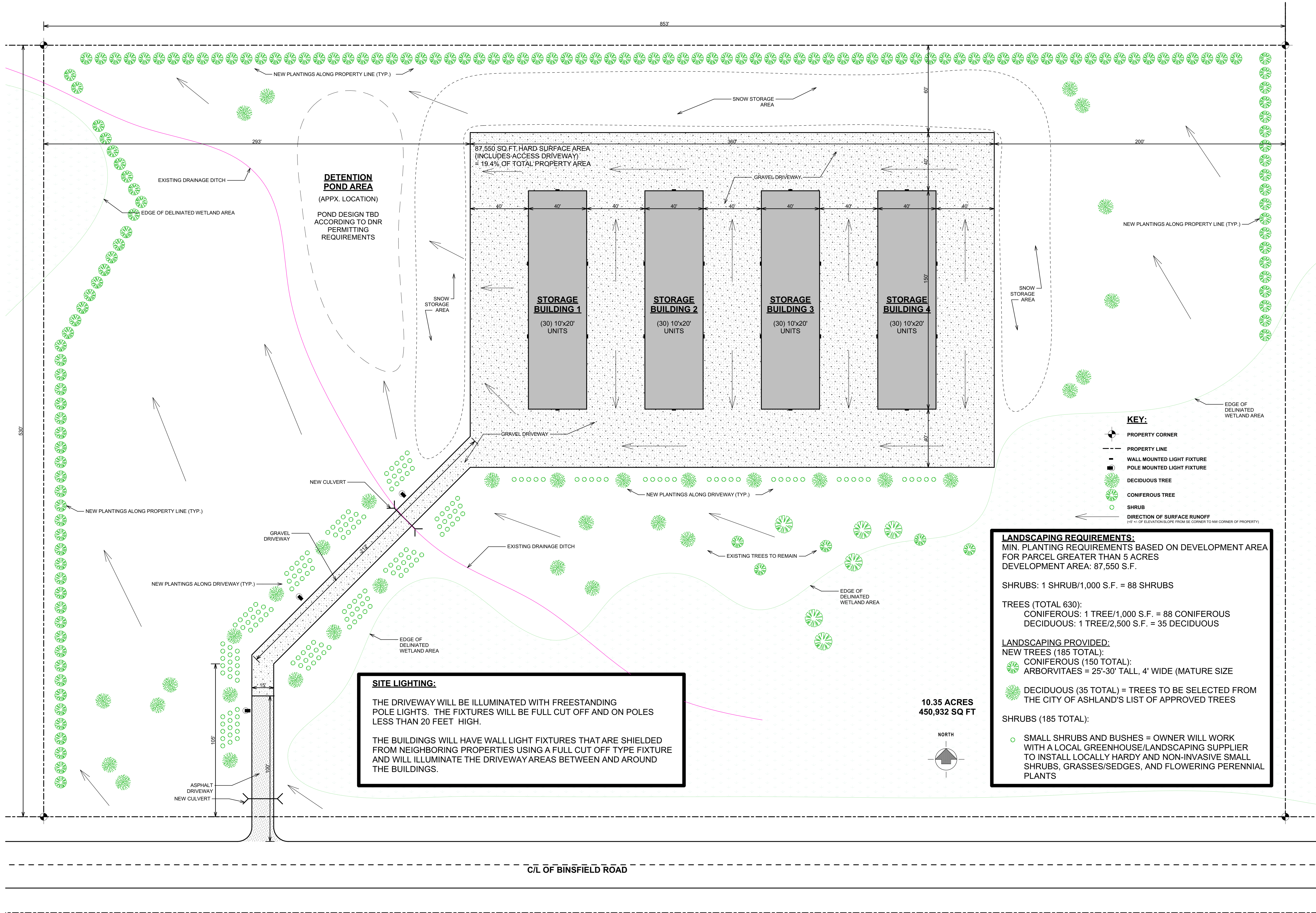
REVISIONS:

APPROVED:

NOT FOR CONSTRUCTION OR FINAL PRICING

SHEET NO.

C100



SITE PLAN

SCALE: 1" = 30'

PROPOSED SITE PLAN FOR:

MIKE HEBERT

BINSFIELD ROAD, ASHLAND, WI 54806

SITE PLAN

DESIGN & ENGINEERING
with framework design inc
2023 6th Street West, Ashland, WI 54806
Telephone (715) 682-0330 www.csdesignengineering.com

DESIGNED: LD

DRAWN: BLW

SCALE: AS NOTED

DATE: January 08, 2025

PROJECT NO.

24-3869

REVISIONS:

APPROVED:

**NOT FOR
CONSTRUCTION
OR FINAL PRICING**

SHEET NO.

C101

FEATURES

- Elegant form factor
- High performance optics up to 51,543 delivered lumens
- Diffusion lens for low glare comfort
- NX™ wireless control options
- IP66 Rated



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- One piece die-cast, low copper (<0.6% Cu) Aluminum Alloy 360 with vents and .100" minimum wall thickness.
- Separate internal driver compartment rated for IP66 ingress protection.
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat.
- Optional lens is impact resistant 1/8" tempered glass with anti-reflective coating.
- Lens has a one-piece extruded vulcanized silicone gasket.
- Lens frame one piece die-cast, low copper (<0.6% Cu) Aluminum Alloy 360 and .100" minimum wall thickness.
- Lens frame has a one-piece O-ring extruded vulcanized silicone gasket.
- Mid-frame one piece die-cast, low copper (<0.6% Cu) Aluminum Alloy 360 and .100" minimum wall thickness.
- Mid-frame secures to Lens Frame and housing by stainless steel recessed Allen-head screws.
- Silicone gaskets throughout.
- All external fasteners are stainless steel.

OPTICS

- LEDs mount to a metal printed circuit board assembly (MCPCB.)
- Optical lenses are clear injection molded PMMA acrylic.
- Optional Backlight Control on each LED module to completely control unwanted backlight.
- Optional fixture finish optical surfaces will not exceed BUG ratings of the standard white finish and will be greater than or equal to the delivered lumens of the optional matte black optical surface finish.

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

ELECTRICAL

- Universal voltage, 120 through 277V with a $\pm 10\%$ tolerance. Driver is Underwriters Laboratories recognized.
- High voltage configurations, 347/480. Driver has a 0-10V dimming interface for multi-level illumination options. Driver is Underwriters Laboratories recognized.
- "Thermal Shield", secondary side, thermistor provides protection for the sustainable life of LED module and electronic components.
- Drivers shall have greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments.

Altitude®



RELATED PRODUCTS

[Ouro](#)

[Pavilion](#)

[PGL8](#)

ELECTRICAL (CONTINUED)

- Luminaire are capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
- Modular wiring harness in the service area provides user access to the dimming circuitry.
- Optional factory programmed dimming profile.
- Surge protection: 10,000k in parallel, 20,000k in series.
- SF for 120, 277, 347 Line volts. DF for 208, 240, 480 Line volts.
- Wiring: No. 18AWM rated 105°C, wet rating.

(Specifications continued on page 3)

KEY DATA	
Lumen Range	18,765–51,543
Wattage Range	307–387
Efficacy Range (LPW)	53–135
Reported Life (Hours)	L70/60,000
Weight	46.2 lbs 20.95 kg
EPA Front View / Side View	.50 / .98

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

ORDERING GUIDE

Example: ALT3-168L-350-3K7-3-UNV-A34-GTT-NXSPW30F-CLR

CATALOG #	
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HOUSING

ALT3					
Housing	LED Engine	CCT / CRI ¹⁴	Distribution	Rotation	Voltage
ALT3 Architectural Area/Site	168L-305 305W, 40,000 lm	AM⁹ Monochromatic Amber	FR Type I/Front Row	(Blank) Blank for no rotation	UNV 120-277V
	168L-350 350W, 45,000 lm	27K8 ¹² 2700K, 80 CRI	2 Type II	L³ Optic rotation left	347 347V
	168L-385 385W, 50,000 lm ¹¹	27K9 ¹² 2700K, 90 CRI	3 Type III	R³ Optic rotation right	480 480V
	100L-285 285W, 35,000 lm	3K7 3000K, 70 CRI	4 Type IV		
		3K8 3000K, 80 CRI	4W Type IV Wide		
		3K9 3000K, 90 CRI	5QM Type V Square Medium		
		35K8 ¹² 3500K, 80 CRI	5QN Type V Square Narrow		
		35K9 ¹² 3500K, 90 CRI	5R Type V Rectangular		
		4K7 4000K, 70 CRI	5W Type V Wide (Round)		
		4K8 4000K, 80 CRI	CL Corner Left		
		4K9 ¹² 4000K, 90 CRI	CR Corner Right		
		5K7 5000K, 70 CRI			
		5K8 ¹² 5000K, 80 CRI			
		5K9 ¹² 5000K, 90 CRI			

Equivalent
 ALT180-P70 = 168L-305
 ALT240-P35 = 168L-305
 ALT240-P70 = 168L-385
 ALT300-P35 = 168L-305

Mounting	Fixture Finish	Control Options	Options	Control Accessories
ASQ Arm Square pole	BLS Black Gloss Smooth	7PR 7 pin PCR, wireless control enabled	BC⁶ Backlight Control	SCPREMOTE Remote control for SCP option. Order at least one per project to program and control the occupancy sensor
A34 Arm mt 3.3-4.2" OD pole	BLT Black Matte Textured	7PR-TL 7 pin PCR with twist lock photocontrol	SF Single Fuse	
A46 Arm mt 4.5-6.0" OD pole	DBS Dark Bronze Gloss Smooth	7PR-SC 7 pin PCR with shorting cap	DF Double Fuse	
MAF Horizontal Slipfitter 2.375" OD arm	DBT Dark Bronze Matte Textured	AD-01³ AstroDIM: 50% output at midnight	TB Terminal Block	
SVSF Vertical Slipfitter Mount square for 2" pipe tenon, (2.375" OD)	GTT Graphite Matte Textured	AD-02³ AstroDIM: 50% output midnight to 4AM	CLR Clear Lens	SW7PR SiteSync™ on fixture module via 7PR
VSF Vertical Slipfitter Mount for 2" pipe tenon, (2.375" OD)	LGS Light Grey Gloss Smooth	AD-03³ AstroDIM: 50% output 10PM	HDL⁷ Diffuse Lens	SWUSB SiteSync™ Software on USB
WB Wall Bracket for area wall mount	LGT Light Grey Matte Textured	AD-04³ AstroDIM: 50% output 10PM to 4AM	CP¹³ Clear Polycarbonate Lens	SWTAB¹² SiteSync™ Windows Tablet
	LGS Light Grey Gloss Smooth	NXSP14F^{3,4} Wired NX, PIR Occupancy Sensor, Dimming Daylight Harvesting, 14'		SWBRG SiteSync™ Wireless Bridge Node
	LGT Light Grey Matte Textured	NXSP30F^{3,4} Wired NX, PIR Occupancy Sensor, Dimming Daylight Harvesting, 30'		SWFC SiteSync™ Field Commission Service
	PSS Platinum Silver Gloss Smooth	NXSPW14F^{3,4} NX Wireless, PIR Occupancy Sensor, Dimming Daylight Harvesting, 14'		WIR-RME-L wiSCAPE™ External Fixture Module
	PSS Platinum Silver Gloss Smooth	NXSPW30F^{3,4} NX Wireless, PIR Occupancy Sensor, Dimming Daylight Harvesting, 30'		NXOFM-1R1D-UNV NX External Control
	VGT Verde Green Matte Textured	NXWE NX Wireless Enabled		
	WHS White Gloss Smooth	SCL-8F Low voltage sensor for 3rd party wireless controls via 7PR. For mounting heights up to 8' ¹⁰		
	WHT White Matte Textured	SCL-40F Low voltage sensor for 3rd party wireless controls via 7PR. For mounting heights 9' to 40' ¹⁰		
	Color Option	SCP-8F Remote control programmable line voltage sensor, use with SCPREMOTE		
	CC² Custom Color	SCP-40F Remote control programmable line voltage sensor, use with SCPREMOTE		
		SWP^{6,7,9} Site Sync™ Pre Commission Wireless Module		
		SWPM-40F^{6,7,9} Site Sync with Sensor 9' to 40' Mounting Height		

Notes:

- Not available with 5QM and 5W distributions.
- Consult factory for custom color, marine and corrosive finish options.
- Not available with other sensor or wireless control options.
- Not available in 480V.
- Specify group and zone at time of order. See www.hubbellighting.com/sitesync for more details. Order at least one SiteSync interface accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node
- Not available with Type 5 distributions, CLR, CP, or HDL option.
- Only available in Type 3 or Type 5W.
- Microsoft, Encarta, MSN, and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.
- Turtle friendly.
- UNV only.
- See Lumen Multiplier chart on Page 11 for lumen scaling factor
- IK10 rated. Consult factory for details

SPECIFICATIONS (CONTINUED)

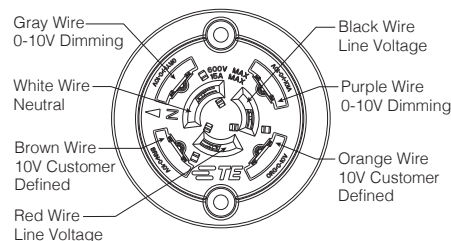
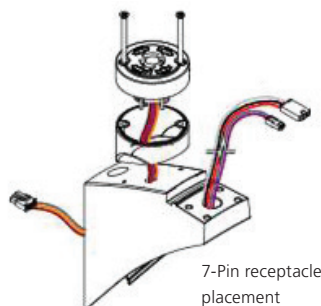
CONTROLS:

7PR

Fully gasketed and wired 7-pin receptacle option. Easy access location above the electrical compartment. 7-pin construction allows for a user-defined interface and provides a controlled definition of operational performance. ANSI twist-lock control module by-others.

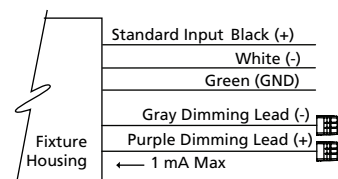
Standard customer operation modes:

1. Traditional on/off photoelectric control.
2. 5-pin wireless photoelectric control for added dimming feature.
3. 7-pin wireless photoelectric control for dimming and additional I/O connections for customer use.



Dimming:

- Dimming range from 100% to 10% through the use of the standard 0-10V interface on the programmable driver.



- Modular wiring harness in the service area provides user access to the dimming circuitry.
- Dimming circuitry compatible with 0-10V, user-defined control devices.
- Optional factory programmed dimming profile.

Wireless Controls wiSCAPE™

Hubbell Control Solution's wiSCAPE™ wireless control modules allow an individual fixture to be managed, monitored and measured. The modules communicate securely over a robust certified meshed radio signal. The wiSCAPE modules provide on/off/dim control, external device input, alerts and metering.

WIR-RME-L

wiSCAPE External Module, 120-480V, 1000ft range (LOS), Internal Photocell, 1 Digital Input, Compatible with the A-25-7H option

SiteSync™¹

SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbellighting.com/products/sitesync for more details.

NX Distributed Intelligence™

Hubbell Control Solutions' NX Distributed Intelligence™ lighting control platform utilizes a Distributed Network Architecture (DNA) that connects intelligent devices including luminaires, controllers, panels, occupancy sensors, photocells, wall switches and dimmers, creating a system with an unmatched level of reliability, scalability and simplicity

Dimming WASP Occupancy Sensor WSP

The Dimming WASP Outdoor Occupancy Sensor is specifically designed to provide 0-10VDC output for the control of dimmable fixtures. Easy to use dipswitches allow the user to adjust sensor time delay and sensitivity as well as set unoccupied and occupied dimming levels. Sensors also feature a daylight sensor for ON/OFF control of fixtures when there is sufficient natural light. Visit https://hubbellcdn.com/installationmanuals/2102B_Dimming_WASP_Install.pdf for more details.

Round Pole-Mounted Occupancy Sensor up to 30'. Select voltage and finish color.

SCH-R

Round Pole-Mounted Occupancy Sensor: up to 30' - an outdoor occupancy sensor with 0-10V interface dimming control that mounts directly to the pole. Wide 360° pattern. Module colors are available in Black, Gray, and White. Module is cut for round pole mounting. Pole diameter is needed upon order. Poles to be drilled in the field will be provided with installation instructions.

Ordering Example: SCH-R4¹/277²/BL³

Square Pole-Mounted Occupancy Sensor up to 30'. Select voltage and finish color.

SCH-S

Square Pole-Mounted Occupancy Sensor: up to 30' - an outdoor occupancy sensor with 0-10V interface dimming control that mounts directly to the pole. Wide 360° pattern. Module colors are available in Black, Gray, and White. Module is cut for round pole mounting. Pole diameter is needed upon order. Poles to be drilled in the field will be provided with installation instructions.

Ordering Example: SCH-S/277²/BL³

AstroDIM

AstroDIM provides multi-stage night-time power reduction based on an internal timer referenced to the power on/off time. There is no need for an external control infrastructure. The unit automatically performs a dimming profile based on the predefined scheduled reference to the midpoint, which is calculated based on the power on/off times.

Optional Fusing:

SF for 120, 277, and 347 Line volts
DF for 208, 240, and 480 Line volts

Hight temperature fuse holders factory installed inside the fixture housing.

Fuse is included.

CAUTION:

Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

¹PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/products/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with occupancy sensor (SWPM) require the mounting height of the fixture for selection of the lens.

SPECIFICATIONS (CONTINUED)

Certifications and Listings:

Certifications and Listings:

- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures.
- ANSI C136.31-2010 Vibration tested and compliant 1.5G and 4G reference [page 9](#)
- IEC 66262 Mechanical Impact Code IK08 and IK10.
- RoHS compliant.
- IP65 and IP66 Rated, please contact factory for further information
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures.
- ANSI C136.31-2010 Vibration tested and compliant 1.5G and 3G reference [page 10](#)
- IP65 rated with lens, IP66 rated with non-lens version

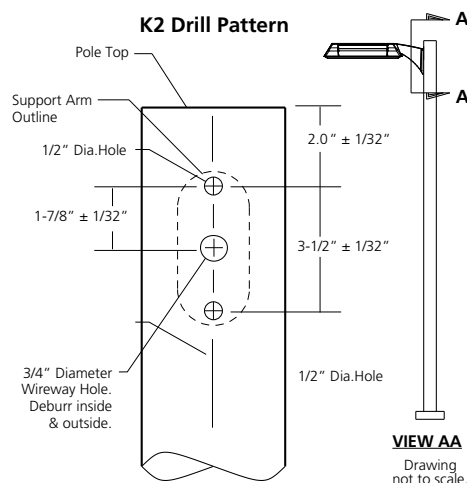
- IEC 66262 Mechanical Impact Code IK08 and IK10
- IDA approved, 3000K and warmer CCTs only.
- DLC® (DesignLights Consortium) Qualified, with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at www.designlights.org

WARRANTY

- 5 year warranty
- See [HLI Standard Warranty](#) for additional information

Mounting:

Support Arm:



- Die-cast, low copper aluminum alloy, with splice access cover.
- Die-cast pole adapter and an internal reinforcing plate are provided with a wire strain relief.
- The arm adapter is square or circular cut for specified pole size and shape.
- For field wire connections, a terminal block is mounted in the arm cavity and accessible behind the splice access cover. The block accepts #14 to #8 wire sizes and is factory prewired to the electrical module's quick-disconnect plug inside the electrical compartment.

Optional Wall Mount:

- Optional, cast aluminum mounting plate attaches to a wall over a junction box and the speed mount is bolted to the cover plate. To complete the wiring, the luminaire assembly slides over the mounting plate.

PRODUCT EXCEPTIONS & DETAILS

Configuration			EPA
	1SA	1 Arm Side Mount	0.98
	2SL	2 Arm Side Mount	1.48
	2SB	2 Arm Side Mount	1.96
	3SY	3 Arm Side Mount	2.20

Configuration			EPA
	3ST*	3 Arm Side Mount	2.46
	4SC	4 Arm Side Mount	2.46
	1W	Single Wall Mount	n/a
	MAF	Horizontal Slipfitter	n/a

DELIVERED LUMENS

LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
					Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
						B	U	G			B	U	G			B	U	G	
168L	305	40,000	No Lens	FR	38736	3	0	2	126	40772	3	0	2	133	41318	3	0	2	135
				FR-BC	23115	1	0	1	75	24330	1	0	2	79	24656	1	0	2	81
				2	35485	3	0	4	116	37350	3	0	4	122	37850	3	0	4	123
				2-BC	19884	1	0	2	65	20930	1	0	2	68	21210	1	0	2	70
				3	36532	3	0	5	119	38452	3	0	5	125	38967	3	0	5	127
				3-BC	18765	1	0	3	61	19752	1	0	3	64	20016	1	0	3	66
				4	36767	2	0	5	120	38700	3	0	5	126	39218	3	0	5	128
				4-BC	21935	1	0	4	71	23088	1	0	4	75	23397	1	0	4	77
				4W	36699	3	0	5	120	38628	3	0	5	126	39146	3	0	5	128
				4W-BC	16647	1	0	3	54	17522	1	0	3	57	17757	1	0	3	59
				5R	37941	5	0	5	124	39935	5	0	5	130	40470	5	0	5	132
				5QM	38191	5	0	3	124	40199	5	0	3	131	40737	5	0	3	133
				5QN	38032	5	0	1	124	40031	5	0	1	130	40567	5	0	1	132
				5W	37305	5	0	4	122	39266	5	0	4	128	39792	5	0	4	130
			Clear Lens	FR	36230	2	0	2	118	38135	3	0	2	124	38646	3	0	2	126
				2	33190	3	0	4	108	34934	3	0	4	114	35402	3	0	4	115
				3	34169	3	0	5	111	35965	3	0	5	117	36447	3	0	5	119
				4	34389	2	0	5	112	36197	2	0	5	118	36682	2	0	5	119
				4W	34326	3	0	5	112	36130	3	0	5	118	36614	3	0	5	119
				5R	35487	5	0	5	116	37352	5	0	5	122	37853	5	0	5	123
				5QM	35721	5	0	3	116	37599	5	0	3	122	38102	5	0	3	124
				5QN	35572	5	0	1	116	37442	5	0	1	122	37944	5	0	1	124
				5W	34892	5	0	4	114	36727	5	0	4	120	37218	5	0	4	121
			HDL Lens	3	29047	3	0	3	95	30574	4	0	3	100	30983	4	0	3	101
				5W	29662	5	0	3	97	31221	5	0	3	102	31639	5	0	3	103

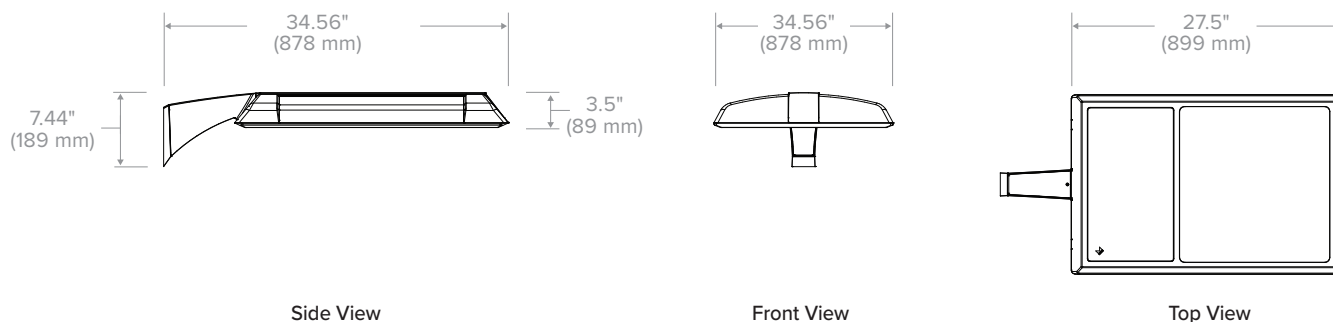
DELIVERED LUMENS (CONTINUED)

LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
					Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
						B	U	G			B	U	G			B	U	G	
168L	350	45,000	No Lens	FR	43308	3	0	3	124	45585	3	0	3	131	46195	3	0	3	133
				FR-BC	25844	1	0	2	74	27202	1	0	2	78	27566	1	0	2	79
				2	39673	3	0	4	114	41759	3	0	4	120	42318	3	0	4	122
				2-BC	22232	1	0	3	64	23400	1	0	3	67	23714	1	0	3	68
				3	40844	3	0	5	117	42991	3	0	5	124	43567	3	0	5	125
				3-BC	20980	1	0	4	60	22083	1	0	4	63	22379	1	0	4	64
				4	41107	3	0	5	118	43268	3	0	5	124	43847	3	0	5	126
				4-BC	24524	1	0	4	70	25813	1	0	4	74	26159	1	0	4	75
				4W	41031	3	0	5	118	43188	3	0	5	124	43766	3	0	5	126
				4W-BC	18612	1	0	3	53	19591	1	0	4	56	19853	1	0	4	57
				5R	42419	5	0	5	122	44649	5	0	5	128	45247	5	0	5	130
				5QM	42699	5	0	3	123	44944	5	0	3	129	45546	5	0	4	131
				5QN	42522	5	0	1	122	44757	5	0	1	129	45356	5	0	1	130
				5W	41709	5	0	4	120	43901	5	0	4	126	44489	5	0	5	128
			Clear Lens	FR	40507	3	0	2	116	42637	3	0	3	123	43207	3	0	3	124
				2	37107	3	0	4	107	39058	3	0	4	112	39581	3	0	4	114
				3	38664	3	0	5	111	40697	3	0	5	117	41242	3	0	5	118
				4	38449	3	0	5	110	40470	3	0	5	116	41012	3	0	5	118
				4W	38377	3	0	5	110	40395	3	0	5	116	40936	3	0	5	118
				5R	39676	5	0	5	114	41762	5	0	5	120	42321	5	0	5	122
				5QM	39938	5	0	3	115	42037	5	0	3	121	42600	5	0	3	122
				5QN	39771	5	0	1	114	41862	5	0	1	120	42423	5	0	1	122
				5W	39011	5	0	4	112	41062	5	0	4	118	41612	5	0	4	120
			HDL Lens	3	32720	4	0	3	95	34440	4	0	3	100	34901	4	0	3	101
				5W	34150	5	0	3	99	35945	5	0	3	104	36426	5	0	3	105

DELIVERED LUMENS (CONTINUED)

LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
					Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
						B	U	G			B	U	G			B	U	G	
168L	385	50,000	No Lens	FR	48322	3	0	3	125	50862	3	0	3	131	51543	3	0	3	133
				FR-BC	28836	1	0	2	75	30351	1	0	2	78	30758	1	0	2	79
				2	44266	3	0	5	114	46593	4	0	5	120	47217	4	0	5	122
				2-BC	24805	1	0	3	64	26109	1	0	3	67	26459	1	0	3	68
				3	45573	3	0	5	118	47968	3	0	5	124	48611	3	0	5	126
				3-BC	23409	1	0	4	60	24640	1	0	4	64	24969	1	0	4	65
				4	45866	3	0	5	119	48277	3	0	5	125	48924	3	0	5	126
				4-BC	27363	1	0	4	71	28802	1	0	4	74	29187	1	0	4	75
				4W	45781	3	0	5	118	48188	3	0	5	125	48833	3	0	5	126
				4W-BC	20767	1	0	4	54	21859	1	0	4	56	22151	1	0	4	57
				5R	47330	5	0	5	122	49818	5	0	5	129	50485	5	0	5	130
				5QM	47642	5	0	4	123	50147	5	0	4	130	50818	5	0	4	131
				5QN	47444	5	0	1	123	49938	5	0	1	129	50607	5	0	1	131
				5W	46537	5	0	5	120	48984	5	0	5	127	49640	5	0	5	128
			Clear Lens	FR	45197	3	0	3	117	47573	3	0	3	123	48210	3	0	3	125
				2	41403	3	0	4	107	43580	3	0	5	113	44163	3	0	5	114
				3	42625	3	0	5	110	44866	3	0	5	116	45467	3	0	5	117
				4	42900	3	0	5	111	45155	3	0	5	117	45759	3	0	5	118
				4W	42820	3	0	5	111	45071	3	0	5	116	45675	3	0	5	118
				5R	44269	5	0	5	114	46596	5	0	5	120	47220	5	0	5	122
				5QM	44561	5	0	3	115	46904	5	0	4	121	47532	5	0	4	123
				5QN	44376	5	0	1	115	46708	5	0	1	121	47334	5	0	1	122
				5W	43527	5	0	4	112	45816	5	0	5	118	46429	5	0	5	120
			HDL Lens	3	36235	4	0	3	94	38140	4	0	3	99	38651	4	0	4	100
				5W	37002	5	0	3	96	38947	5	0	3	101	39469	5	0	3	102

DIMENSIONS



PHOTOMETRY

ALT3-168L-385-4k7-FR

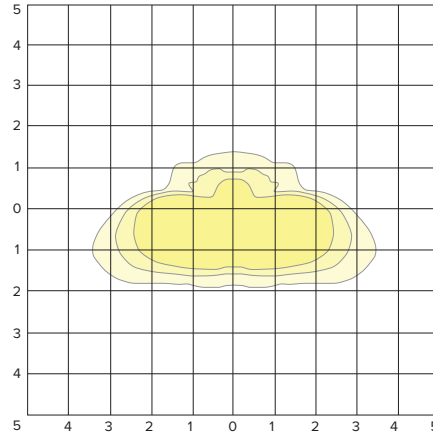
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	50862
Watts	387
Efficacy	131.4
IES Type	II
BUG Rating	B3-U0-G3
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	44147	86.8%
Downward House Side	6715	13.2%
Downward Total	50862	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	50862	100%

ISOFOOT CANDLE PLOT



ALT3-168L-385-4k7-2

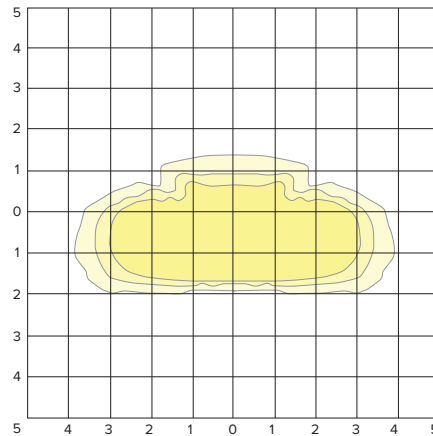
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	46593
Watts	387
Efficacy	120.4
IES Type	II
BUG Rating	B4-U0-G5
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	38449	82.5%
Downward House Side	8144	17.5%
Downward Total	46593	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	46593	100%

ISOFOOT CANDLE PLOT



ALT3-168L-385-4k7-3

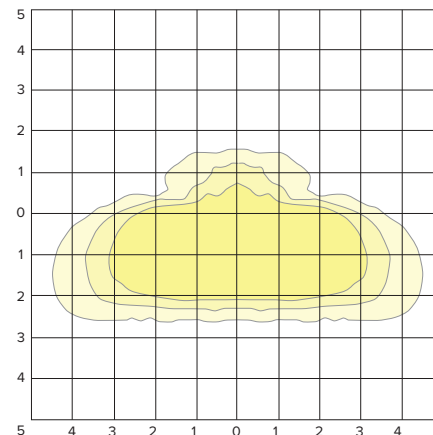
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	47968
Watts	387
Efficacy	123.9
IES Type	III
BUG Rating	B3-U0-G5
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	41348	86.2%
Downward House Side	6620	13.8%
Downward Total	47968	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	47968	100%

ISOFOOT CANDLE PLOT



PHOTOMETRY CONTINUED

ALT3-168L-385-4k7-4

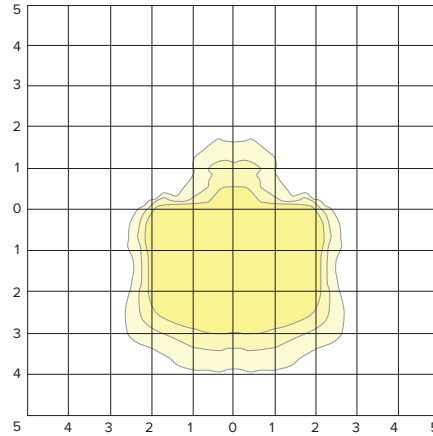
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	48277
Watts	387
Efficacy	124.7
IES Type	IV
BUG Rating	B3-U0-G5
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	43688	90.5%
Downward House Side	4589	9.5%
Downward Total	48277	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	48277	100%

ISOFOOT CANDLE PLOT



ALT3-168L-385-4k7-4W

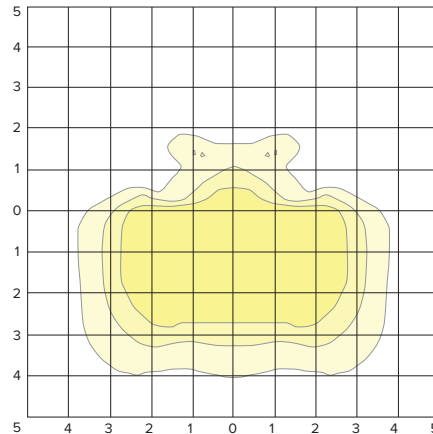
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	48187
Watts	387
Efficacy	124.5
IES Type	IV
BUG Rating	B3-U0-G5
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	42640	88.5%
Downward House Side	5547	11.5%
Downward Total	48187	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	48187	100%

ISOFOOT CANDLE PLOT



ALT3-168L-385-4k7-5R

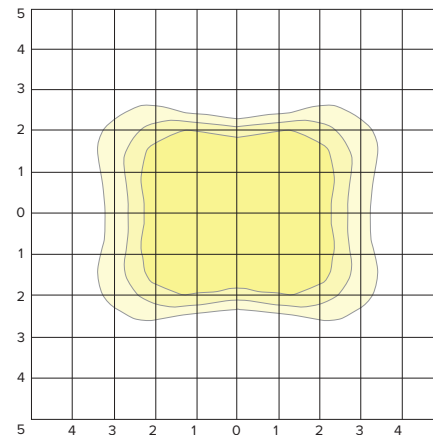
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	49819
Watts	387
Efficacy	128.7
IES Type	III
BUG Rating	B5-U0-G5
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	24910	50.0%
Downward House Side	24910	50.0%
Downward Total	49819	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	49819	100%

ISOFOOT CANDLE PLOT



ALT3

ARCHITECTURAL AREA/SITE

ALT3-168L-385-4k7-5QM

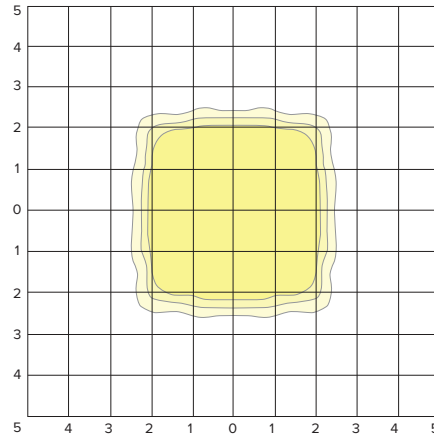
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	50148
Watts	387
Efficacy	129.6
IES Type	V
BUG Rating	B5-U0-G4
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	25074	50.0%
Downward House Side	25074	50.0%
Downward Total	50148	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	50148	100%

ISOFOOT CANDLE PLOT



ALT3-168L-385-4k7-5QN

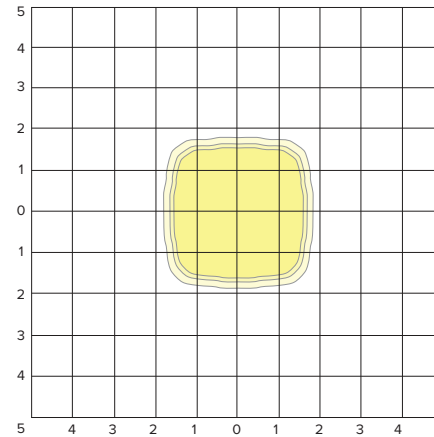
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	49938
Watts	387
Efficacy	129.0
IES Type	V
BUG Rating	B5-U0-G1
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	24969	50.0%
Downward House Side	24969	50.0%
Downward Total	49938	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	49938	100%

ISOFOOT CANDLE PLOT



ALT3-168L-385-4k7-5W

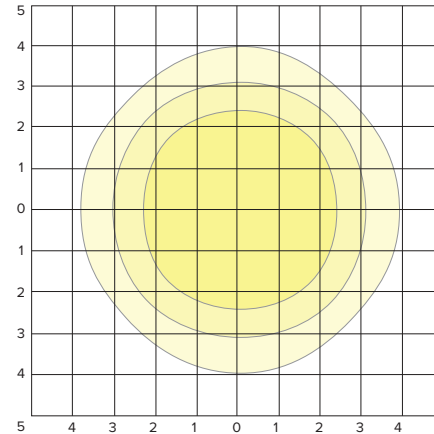
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	48984
Watts	387
Efficacy	126.6
IES Type	V
BUG Rating	B5-U0-G5
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	24492	50.0%
Downward House Side	24492	50.0%
Downward Total	48984	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	48984	100%

ISOFOOT CANDLE PLOT

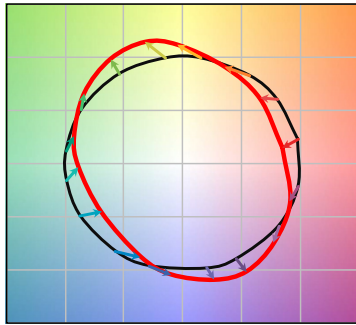


ALT3

ARCHITECTURAL AREA/SITE

TM-30 DATA

COLOR VECTOR GRAPHIC

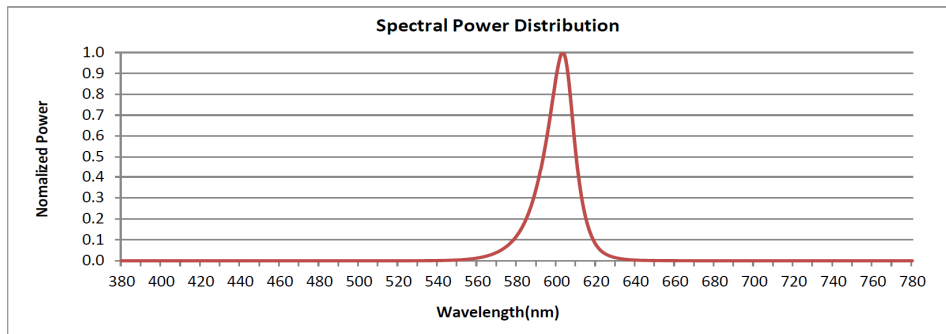
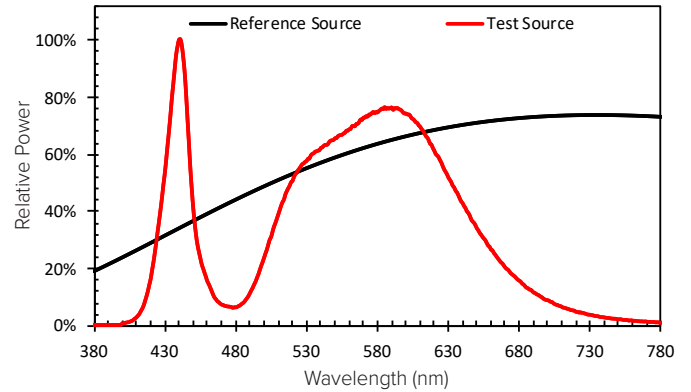


— Reference Illuminant — Test Source

TEST SOURCE

R _f	68
R _a	99
CCT(K)	3947
D _{uv}	0.0004
x	0.3831
y	0.3793
CIE R _a	72

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL DATA

Electrical											Dimming						
Light Engine	System Watts	Drive Current	Line Voltage		Amps AC						Min. Power Factor	Max THD (%)	Dimming Range	Source current out of 0-10V		Absolute voltage range on 0-10V (+)	
			VAC	Hz	120	208	240	277	347	480				Min	Max	Min	Max
168L	307	575 mA	120-480	50/60	2.56	1.48	1.28	1.11	0.88	0.64	>0.9	20	10% to 100%	0mA	1mA	0V	10V
	348	650 mA			2.90	1.67	1.45	1.26	1.00	0.73							
	387	725 mA			3.23	1.86	1.61	1.40	1.12	0.81							

TM-21 Lifetime Calculation - Projected Lumen Maintenance (25°C / 77°C)

Hours	0	25,000	36,000	50,000	100,000	Reported L70
Projected Lumen Maintenance	100%	93.8%	92.1%	90.0%	83.3%	>60000

Lumen Multiplier for 80 and 90 CRI

CCT	70 CRI	80 CRI	90 CRI
2700K	—	0.859	0.655
3000K	1	0.9119	0.7033
3500K	—	0.906	0.732
4000K	1	0.8941	0.734
5000K	1	0.879	0.7712

VIBRATION RATINGS

ALT 1		ALT 2		ALT 3	
Ordering Code	Rating	Ordering Code	Rating	Ordering Code	Rating
WM	1.5G	WM	1.5G	WM	1.5G
VSF	1.5G	VSF	1.5G	VSF	1.5G
SVSF	1.5G	SVSF	1.5G	SVSF	1.5G
A34	4G	A34	1.5G	A34	1.5
MAF	4G	MAF	4G	MAF	3G

WDM

WALL MOUNTED

FEATURES

- -5° to +10° tilt adjustment
- High performance optics deliver up to 16,000 lumens
- up or down mountable without modification
- Programmable occupancy sensor (dimming)
- NX Lighting Controls
- 130+ lumens per watt
- UL/cUL listed for wet locations, IP66 Listed.



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- Optical housing is a one-piece, die-cast low copper (<0.6%) aluminum alloy with integral heat sink. The housing rotates against mounting arm housing to provide -5° to 10° of adjustment with degree markers label. At 0° adjustment, lens is totally concealed from view above horizontal with fixture mounted in the downward position.
- Mounting arm housing is one-piece die-cast, low copper (<0.6%) aluminum alloy with provisions for tilt mechanism. Mounting arm fastens to the mounting plate with keyhole slots freeing both hands for securing and wiring. One stainless steel socket-head screw on the tilt mechanism frees the optical housing to rotate for aiming. Tightening the screws locks the housing and lens frame together with sealing provided by a silicone gasket. For visual aiming, adjustment may be accomplished with the fixture on.
- Lens Frame is a one-piece, die-cast low copper (<0.6%) aluminum alloy with integral cooling fins to dissipate driver thermal.
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidic isocyanurate (TGIC) polyester powdercoat
- Bracketry and hardware shall be stainless steel

OPTICS

- LEDs mount to a metal printed circuit board assembly (MCPCB).
- Optical lenses are clear injection molded PMMA acrylic.
- Secondary lens is impact resistant 1/8" tempered glass with anti-reflective coating.

INSTALLATION

- Junction box (by Others): Standard with steel, quick-mount junction box plate that mounts directly to 4" J-Box.
- Mounting plate is stainless steel and features a one-piece EPDM gasket on back side of plate to firmly seal fixture to wall surface, forbidding entry of moisture and particulates.
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

SERVICING

- Housing should hang freely in an open service position for inspection of primary wire connections. Once in service position, the housing can be removed for service by sliding the assembly to the left (for down mounting) or to the right (for up mounting) and disconnecting the wiring plugs.
- Driver assembly shall be mounted to a prewired internal tray with quick disconnects for removal.

Wall Director Medium

RELATED PRODUCTS

Wall Director Small

ELECTRICAL

- Universal voltage, 120 through 277V with a ±10% tolerance. Driver is Underwriters Laboratories listed.
- High voltage configurations, 347/480. Driver has a 0-10V dimming interface for multi-level illumination options. Driver is Underwriters Laboratories listed.
- "Thermal Shield", secondary side, thermistor provides protection for the sustainable life of LED module and electronic components.
- Drivers have a greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments.
- Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
- Modular wiring harness in the service area provides user access to the dimming circuitry.

(Specifications continued on page 3)

KEY DATA	
Lumen Range	5,950–16,000
Wattage Range	54–131
Efficacy Range (LPW)	97–145
Reported Life (Hours)	L70/60,000
Weight	35 lbs/15.87 kg

WDM

WALL MOUNTED

ORDERING GUIDE

Example: WDM-D-48L-55-3K7-1-UNV-BLS-PC-EM

CATALOG #

HOUSING

WDM						
Model	Mounting	Source	Wattage	Light Engine	Distribution	
WDM WallDirector Medium	D Down U ¹ Up	48L 48 LEDs	55 55 Watts, 6000 lm	AM ⁶ Amber-595nm Peak	1	Type I
			65 65 Watts, 8000 lm	3K7 3000K/70CRI	2	Type II
			85 85 Watts, 10000 lm	3K8 3000K/80CRI	3	Type III
			105 105 Watts, 12000 lm	4K7 4000K/70CRI	4W	Type IV Wide
			130 130 Watts, 14000 lm	4K8 4000K/80CRI	4F	Type IV Forward
				5K7 5000K/70CRI	WG ²	Wall Graze
					SP	Spot/Column
					FTD ²	Forward Throw Diffuse
					WTD ²	Wide Throw Diffuse

Voltage		Fixture Finish		Control Options		Options		Control Accessories	
UNV	120-277V	BLS	Black Gloss Smooth	SCP-8F ^{3, 4, 5, 9}	Programmable Occ. Sensor (<9' height)	EM ³	Integral Battery Backup Unit (8W)	SCPREMOTE	SCP configuration tool
347 ³	347V	BLT	Black Matte Textured	SCP-20F ^{3, 4, 5, 9}	Programmable Occ. Sensor (<9' - 20' height)	SF	Single Fuse & Fuse holder		
480 ³	480V	DBS	Dark Bronze Gloss Smooth	2DR	Dual Drivers	DF	Double Fuse & Fuse holder		
		DBT	Dark Bronze Matte Textured	2PF	Dual Power Feeds	SCM1	1/2" Surface Conduit Mount		
		GTT	Graphite Matte Textured	NXWS16F ^{1, 4}	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR	SCM2	3/4" Surface Conduit Mount		
		LGS	Light Grey Gloss Smooth		Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming	PC ^{3, 5}	Button Photocell		
		LGT	Light Grey Matte Textured	NXW ^{4, 5}	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor				
		PSS	Platinum Silver Gloss Smooth						
		VGT	Verde Green Matte Textured						
		WHS	White Gloss Smooth						
		WHT	White Matte Textured						
		Color Option							
		CC ⁸	Custom Color						

Notes:

- Not available with EM option or with SCP, NXWS16F sensor options.
- WG, FTD, and WTD come with a diffused lens
- Not available with other control options
- Input voltage 120-347V
- Not available in 480V
- Turtle friendly
- Consult factory for custom color, marine and corrosive finish options
- SCPREMOTE SCP configuration tool needed

Microsoft, Encarta, MSN, and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

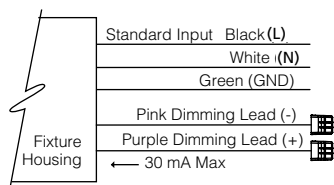
SPECIFICATIONS (CONTINUED)

ELECTRICAL (CONTINUED)

- Optional factory programmed dimming profile.
- Surge protection: 10,000k in parallel, 20,000k in series.
- Wiring: No. 18AWM rated 90°C, wet rating.

DIMMING

- Dimming range from 100% to 10% through the use of the standard 0-10V interface on the programmable driver.



- Modular wiring harness in the service area provides user access to the dimming circuitry.
- Dimming circuitry compatible with 0-10V, user-defined control devices.
- Optional factory programmed dimming profile.

BUTTON PHOTOCELL

- Optional universal voltage (120-277V) button photocontrol for dusk to dawn energy savings. Photocontrol is factory installed inside the housing with a fully gasketed sensor on the side wall. For multiple fixture mountings, one fixture is supplied with a photocell to operate the others.

NX LIGHTING CONTROLS

- NX lighting controls platform utilizes a Distributed Network Architecture (DNA) that connects intelligent devices including luminaires, controllers, panels, occupancy sensors, photocells, wall switches and dimmers, creating a system with an unmatched level of reliability, scalability and simplicity

OPTIONAL FUSING:

- SF for 120, 277, and 347 Line volts
- DF for 208, 240, and 480 Line volts
- High temperature fuse holders factory installed inside the fixture housing.
- Fuse is included.

OPTIONAL BACKUP BATTERY

- Integral battery backup provides emergency path of egress lighting for the required 90 minutes for 0°C ambient environments.

CAUTION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

CERTIFICATIONS AND LISTINGS

- Listed to UL1598 and CSA C22.2#250.0-

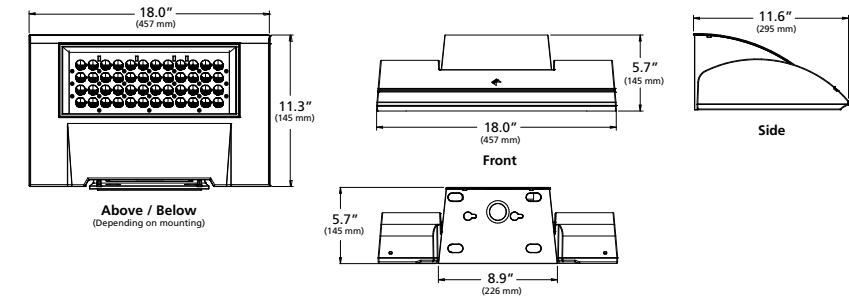
24 for wet locations and 40°C ambient temperatures

- IEC 66262 Mechanical Impact Code IK08
- IP66 certified
- RoHS compliant
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 6/06/2020. See Buy American Solutions.

WARRANTY

- 5 year warranty

DIMENSIONS



Weight: 35 lbs

CRI Lumen Multiplier			Amber Multiplier	
CCT	80 CRI	90 CRI	CCT	Multiplier
3000K	0.9119	0.7033	5000K	1
4000K	0.8941	N/A	AM	0.1727

DELIVERED LUMENS

LEDs #	Drive Current	Lumens Package	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
48L	350mA	6,000	55	Clear	1	7162	1	0	1	132	7342	1	0	1	135	7426	1	0	1	137
					2	6782	1	0	1	125	6953	1	0	1	128	7032	1	0	1	130
					3	6896	1	0	2	127	7070	1	0	2	130	7151	1	0	2	132
					4F	6766	1	0	2	125	6937	1	0	2	128	7016	1	0	2	129
					4W	6802	1	0	2	125	6973	1	0	2	128	7053	1	0	2	130
					SP	7594	4	0	1	140	7785	4	0	1	143	7874	4	0	1	145
				Diffused	WG	6576	3	0	1	121	6741	3	0	1	124	6818	3	0	1	126
					FTD	5950	2	0	1	110	6100	2	0	1	112	6170	2	0	1	114
					WTD	6439	2	0	1	119	6601	2	0	1	122	6677	2	0	1	123
	425mA	8,000	65	Clear	1	8775	1	0	1	129	8996	1	0	1	132	9099	1	0	1	134
					2	8309	1	0	2	122	8518	1	0	2	125	8616	1	0	2	127
					3	8450	1	0	2	124	8662	1	0	2	127	8761	1	0	2	129
					4F	8290	1	0	2	122	8499	1	0	2	125	8596	1	0	2	126
					4W	8334	1	0	2	123	8544	1	0	2	126	8641	1	0	2	127
					SP	9304	4	0	1	137	9538	4	0	1	140	9647	4	0	1	142
				Diffused	WG	8057	3	0	1	118	8260	3	0	1	121	8354	3	0	1	123
					FTD	7290	2	0	2	107	7474	2	0	2	110	7559	2	0	2	111
					WTD	7890	2	0	1	116	8088	2	0	1	119	8181	2	0	1	120

DELIVERED LUMENS (CONTINUED)

LEDs #	Drive Current	Lumens Package	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
48L	550mA	10,000	85	Clear	1	11194	1	0	1	127	11476	1	0	1	130	11607	1	0	1	132
					2	10601	2	0	2	120	10867	2	0	2	123	10991	2	0	2	125
					3	10779	1	0	2	122	11050	1	0	2	126	11177	1	0	2	127
					4F	10576	1	0	2	120	10842	1	0	2	123	10966	1	0	2	125
					4W	10632	1	0	2	121	10899	2	0	2	124	11024	2	0	2	125
					SP	11870	5	0	1	135	12168	5	0	1	138	12308	5	0	1	140
				Diffused	WG	10279	3	0	1	117	10537	3	0	1	120	10658	3	0	1	121
					FTD	9300	2	0	2	106	9534	2	0	2	108	9643	2	0	2	110
					WTD	10065	2	0	2	114	10318	2	0	2	117	10436	2	0	2	119
	650mA	12,000	105	Clear	1	12808	1	0	1	124	13130	1	0	1	127	13280	1	0	1	128
					2	12128	2	0	2	117	12433	2	0	2	120	12575	2	0	2	121
					3	12333	1	0	2	119	12643	2	0	2	122	12787	2	0	2	123
					4F	12100	2	0	2	117	12405	2	0	2	120	12547	2	0	2	121
					4W	12163	2	0	3	117	12469	2	0	3	120	12612	2	0	3	122
					SP	13580	5	0	1	131	13922	5	0	1	134	14081	5	0	1	136
				Diffused	WG	11760	3	0	1	113	12056	3	0	1	116	12193	3	0	1	118
					FTD	10641	2	0	2	103	10908	2	0	2	105	11033	3	0	2	106
					WTD	11515	2	0	2	111	11805	2	0	2	114	11940	2	0	2	115
	800mA	14,000	130	Clear	1	15227	2	0	1	117	15610	2	0	1	120	15789	2	0	1	121
					2	14419	2	0	2	110	14782	2	0	2	113	14951	2	0	2	114
					3	14662	2	0	3	112	15031	2	0	3	115	15203	2	0	3	116
					4F	14386	2	0	2	110	14748	2	0	3	113	14917	2	0	3	114
					4W	14462	2	0	3	111	14826	2	0	3	114	14995	2	0	3	115
					SP	16146	5	0	1	124	16552	5	0	1	127	16741	5	0	1	128
				Diffused	WG	13981	3	0	2	107	14333	3	0	2	110	14497	3	0	2	111
					FTD	12651	3	0	2	97	12969	3	0	2	99	13117	3	0	2	100
					WTD	13691	3	0	2	105	14035	3	0	2	107	14196	3	0	2	109

PHOTOMETRY

WDM-D-48L-130-4K7-1

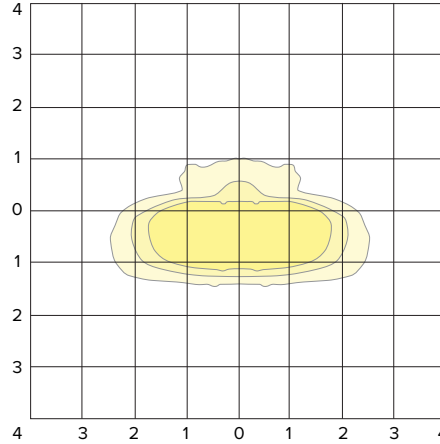
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	15610
Watts	131
Efficacy	119.2
IES Type	I
BUG Rating	B2-U0-G1
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	13607	87.2%
Downward House Side	2003	12.8%
Downward Total	15610	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	15610	100%

ISOFOOT CANDLE PLOT



WDM-D-48L-130-4K7-2

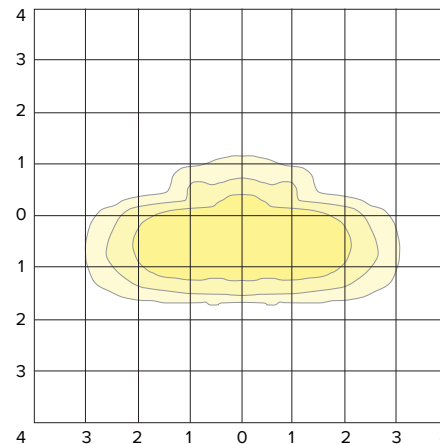
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	14782
Watts	131
Efficacy	112.8
IES Type	II
BUG Rating	B2-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	11861	80.2%
Downward House Side	2921	19.8%
Downward Total	14782	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	14782	100%

ISOFOOT CANDLE PLOT



WDM-D-48L-130-4K7-3

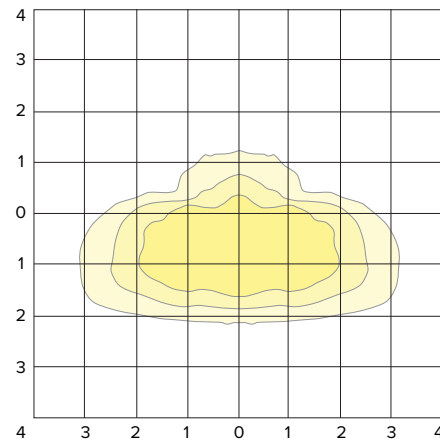
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	15031
Watts	131
Efficacy	114.7
IES Type	III
BUG Rating	B2-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	12414	82.6%
Downward House Side	2617	17.4%
Downward Total	15031	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	15031	100%

ISOFOOT CANDLE PLOT



PHOTOMETRY

WDM-D-48L-130-4K7-4F

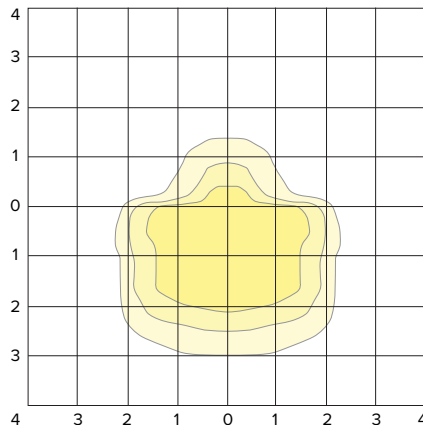
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	14747
Watts	131
Efficacy	112.6
IES Type	IV
BUG Rating	B2-U0-G3
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	12444	84.4%
Downward House Side	2303	15.6%
Downward Total	14747	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	14747	100%

ISOFOOT CANDLE PLOT



WDM-D-48L-130-4K7-4W

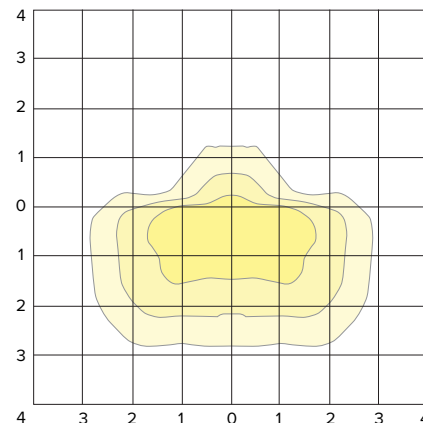
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	14826
Watts	131
Efficacy	113.2
IES Type	IV
BUG Rating	B2-U0-G3
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	12625	85.2%
Downward House Side	2201	14.8%
Downward Total	14826	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	14826	100%

ISOFOOT CANDLE PLOT



WDM-D-48L-130-4K7-FTD

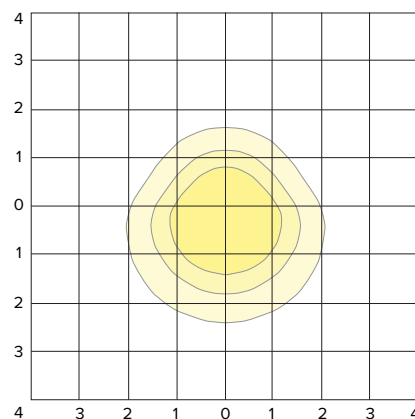
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	12968
Watts	131
Efficacy	99.0
IES Type	IV
BUG Rating	B3-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8709	67.2%
Downward House Side	4259	32.8%
Downward Total	12968	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	12968	100%

ISOFOOT CANDLE PLOT



PHOTOMETRY

WDM-D-48L-130-4K7-SP

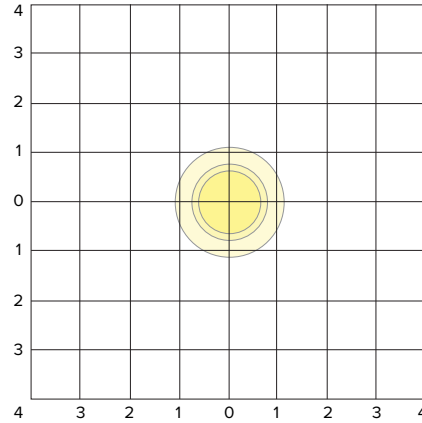
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	16550
Watts	131
Efficacy	126.3
IES Type	VS
BUG Rating	B5-U0-G1
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8275	50.0%
Downward House Side	8275	50.0%
Downward Total	16550	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16550	100%

ISOFOOT CANDLE PLOT



WDM-D-48L-130-4K7-WG

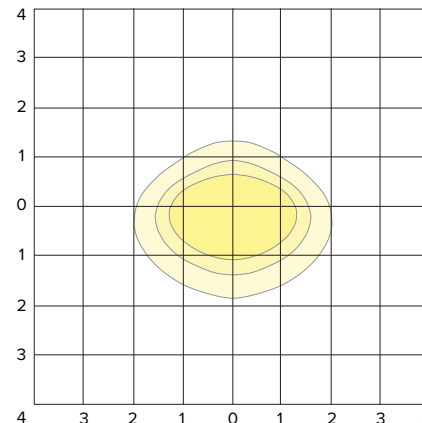
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	14333
Watts	131
Efficacy	109.4
IES Type	I
BUG Rating	B3-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	9242	64.5%
Downward House Side	5091	35.5%
Downward Total	14333	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	14333	100%

ISOFOOT CANDLE PLOT



WDM-D-48L-130-4K7-WTD

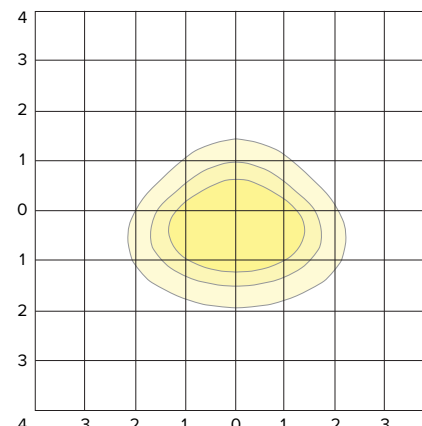
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	14034
Watts	131
Efficacy	107.1
IES Type	II
BUG Rating	B3-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	10105	72.0%
Downward House Side	3929	28.0%
Downward Total	14034	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	14034	100%

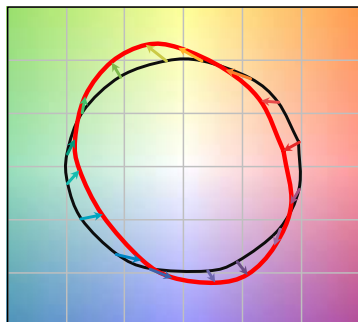
ISOFOOT CANDLE PLOT



WDM
 WALL MOUNTED

TM-30 DATA

COLOR VECTOR GRAPHIC

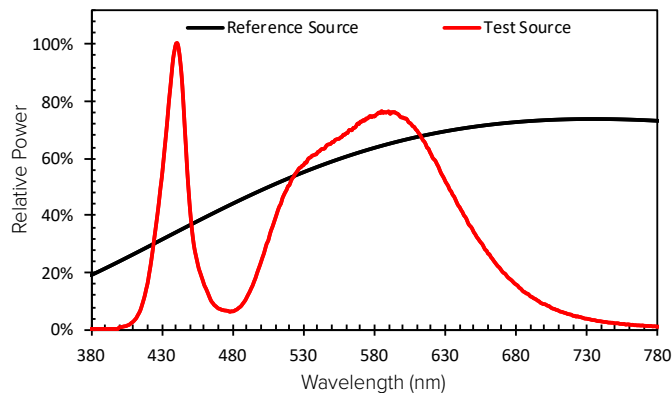


— Reference Illuminant — Test Source

TEST SOURCE

R _f	68
R _a	99
CCT(K)	3947
D _{uv}	0.0004
x	0.3831
y	0.3793
CIE R _a	72

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL DATA

Drive Current	System Watts	Line Voltage		Amps AC						Min. Power Factor	Max THD (%)	Dimming Range	Dimming			
													Source current out of 0-10V		Absolute voltage range on 0-10V (+)	
		VAC	Hz	120	208	240	277	347	480				Min	Max	Min	Max
350mA	54	120-480	50/60	0.45	0.26	0.23	0.19	0.16	0.11	>0.9	20	10% to 100%	0mA	1mA	0V	10V
425mA	68			0.53	0.31	0.27	0.23	0.18	0.13							
550mA	88			0.70	0.40	0.35	0.30	0.24	0.18							
650mA	104			0.84	0.49	0.42	0.36	0.29	0.21							
800mA	131			1.09	0.63	0.55	0.47	0.38	0.27							

TM-21 Lifetime Calculation - Projected Lumen Maintenance (25°C / 77°C)

Ambient Temp.	0	25,000	36,000	50,000	100,000	Reported L70
25°C / 77°F	100%	97%	96%	94%	88%	60khrs
40°C / 104°F	100%	94%	92%	90%	82%	

CRI Lumen Multiplier

CCT	70 CRI	80 CRI	90 CRI
3000K	1	0.9119	0.7033
4000K	1	0.8941	0.734
5000K	1	0.879	0.7712

Amber Multiplier

CCT	Multiplier
5000K	1
AM	0.1727

2700K Multiplier

CCT	Multiplier
5000K	1
2700K	0.897

Ref: 2025-025

COUNCIL AGENDA: 8.E.
(1/28/2025)

SUBJECT: Consider a Resolution to Approve a Request to Purchase One Parcel of City-Owned Property at the Corner of 6th Street East and 10th Avenue East, Parcel No. 201-02065-0000, Zoned Single-Family Residential (R-1), Applicant: Timothy and Kathleen Retaskie (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (Unanimously recommended approval with amended conditions 01/21/2025)

EXHIBITS:

1. Proposed Resolution No. 17811
2. Plan Commission Staff Report - Retaskie Req Land Purchase, 01-21-2025

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. Parcel # 201-02065-0000 is currently vacant and does not show up as essential on the land inventories. To staff's knowledge the parcel does not have easements or deed restrictions attached.

Staff is of the opinion that the sale of Parcel # 201-02065-0000 is in conformance with the Future Land Use Map, and the sale and use of the parcel as proposed is consistent with the principles and goals of the Comprehensive Plan. The subject parcel is located within the overlap of the Conservation Buffer and Traditional Neighborhood & Mixed-Use areas on the Future Land Use Map. The Conservation Buffer zone includes much of the area surrounding the core of the city and area along Bay City Creek. The Traditional Neighborhood & Mixed-Use zone includes a large portion of the City south of US Hwy 2 and Main Street. The Future Land Use Map does not provide firm distinctions between land use zones. It provides for overlap between zones to allow for flexibility for land uses permitted and transitions in the areas between zones. City staff have discussed the proposed land sale and the City plans to maintain ownership of the City-owned parcels and railroad right-of-way in the immediate vicinity of Bay City Creek to preserve a buffer along the creek which is consistent with the Future Land Use recommendation for the creek area. The subject parcel's location within the overlap of two land use zones on the Future Land Use Map allows for land uses which would fit within either of the two zones. The applicant's plans to maintain the parcel as a vacant property or to construct a single-family home on the parcel fit within the Future Land Use zones for the parcel. Conservation Buffer zones encourage infill development or land uses that will not excessively burden the utilities and public safety. Traditional Neighborhood & Mixed-Use zones encourage primarily single-family housing but also allow for interspersed duplexes and townhouses in some areas. Staff do not have concerns with the sale of Parcel # 201-02065-0000 in light of the Future Land Use Plan.

SUMMARY STATEMENT:

Timothy and Kathleen Retaskie have asked the City to sell them Parcel # 201-02065-0000 which is at the corner of 6th St E and 10th Ave E. They have offered \$15,000 for the purchase of the lot. Staff discussed this land purchase request internally and the Plan Commission reviewed the request at the January 21st, 2025 meeting. The parcel was deemed non-essential according to the City parcel inventories. Staff asked the City Assessor to provide a fair market value for the parcel. The Assessor determined that in today's market the value would be \$20,000. The Plan Commission voted to recommend approval of the land purchase request with the condition that the applicant pay \$20,000 for the parcel or that the applicant pay \$15,000 and be required to construct a home on the parcel within three (3) years. Please see the included Plan Commission staff report for more information.

RESOLUTION No. 17811

RESOLUTION TO APPROVE A REQUEST TO PURCHASE ONE PARCEL OF CITY-OWNED PROPERTY AT THE CORNER OF 6TH STREET EAST AND 10TH AVENUE EAST, PARCEL NO. 201-02065-0000, ZONED SINGLE-FAMILY RESIDENTIAL (R-1), APPLICANT: TIMOTHY AND KATHLEEN RETASKIE

WHEREAS, Timothy and Kathleen Retaskie have submitted a land purchase request for one (1) parcel of vacant City-owned property, Parcel ID No. 201-02065-0000; and,

WHEREAS, the Plan Commission held a Public Hearing on Tuesday, January 21, 2025 and has unanimously recommended approval of the land purchase and transfer, subject to conditions; and,

WHEREAS, the applicant will be responsible for the costs associated with the Land Purchase and Transfer; and,

WHEREAS, the portion of land requested for purchase is approximately 28,000 square feet (0.64 acres) in size.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland hereby directs that Parcel No. 201-02065-0000 be purchased and transferred to Timothy and Kathleen Retaskie contingent upon the following:

- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Land sale, closing costs, Register of Deeds recording fees, etc.
- Price of the subject parcel shall be \$15,000 with the requirement that the applicants construct a single-family home within three (3) years from the date of closing or the parcel ownership shall revert back to the City or the purchase price of the subject parcel shall be \$20,000.
- Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property. Any improvements shall meet the setback and impervious maximum standards listed in the current zoning district for the subject parcel.

PASSED: January 28, 2025

Aldersperson

ATTEST: _____
Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Find yourself next to the water.



City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 www.coawi.org

**DEPARTMENT OF
PLANNING &
DEVELOPMENT**

601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – January 21st, 2025

Agenda Item # 6c: Public Hearing Vote on a Citizen Request to Purchase City-owned Property

Zoning District: Single-Family Residential (R-1) District
Property Address: Vacant – Corner of 6th St E and 10th Ave E
Parcel #: 201-02065-0000
Applicant: Tim Retaskie
Staff Contact: Steven Wiley

Background

The City owns a vacant parcel at the corner of 6th St E and 10th Ave E. The vacant parcel is approximately 140 feet wide by 200 feet long (approximately 28,000 sq. ft. in area). Tim and Kathleen Retaskie own the single-family property across the alley to the east at 523 11th Ave E. Mr. Retaskie reached out to Planning staff regarding the potential of purchasing the subject property. He would like to acquire the property so that his daughter could build a home on it in the future. In the meantime, he would maintain the property which is currently covered in brush and not maintained. City staff discussed Mr. Retaskie's request internally. Staff determined that the City could sell the subject parcel to Mr. Retaskie. Planning staff advised Mr. Retaskie that he would need to make an offer to purchase the property. A Certified Survey Map (CSM) is not required because the parcel already exists and no new lots are proposed nor is a lot division or combination proposed. Mr. Retaskie has offered the City \$15,000 for the subject parcel. The subject parcel and immediately adjacent properties are all zoned Single-Family Residential (R-1). The parcel to the west across 10th Ave E is zoned R-1 with the Bay City Creek Overlay (BCC-O). The properties to the north, south, and west are vacant. Bay City Creek runs north-south to the west of the subject property. The properties to the south and east have single-family land uses.

Existing Land Use	Zoning
Vacant: City-owned	Single-Family Residential (R-1)

Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Vacant	Single-Family Residential (R-1)
South	Vacant: City-owned	Single-Family Residential (R-1)
East	Single-family Residential	Single-Family Residential (R-1)
West	Vacant, City-Owned, Bay City Creek	Single-Family Residential (R-1) with Bay City Creek Overlay (BCC-O)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Conservation Buffer and Traditional Neighborhood & Mixed Use

Mr. Retaskie and City staff have discussed his potential land purchase for several months. Staff explained to Mr. Retaskie that his request would require Plan Commission review and City Council approval. Mr. Retaskie submitted his application and offer to purchase the property.



The above aerial image shows the location of the subject property outlined in red. The applicant's property is east of the subject parcel.

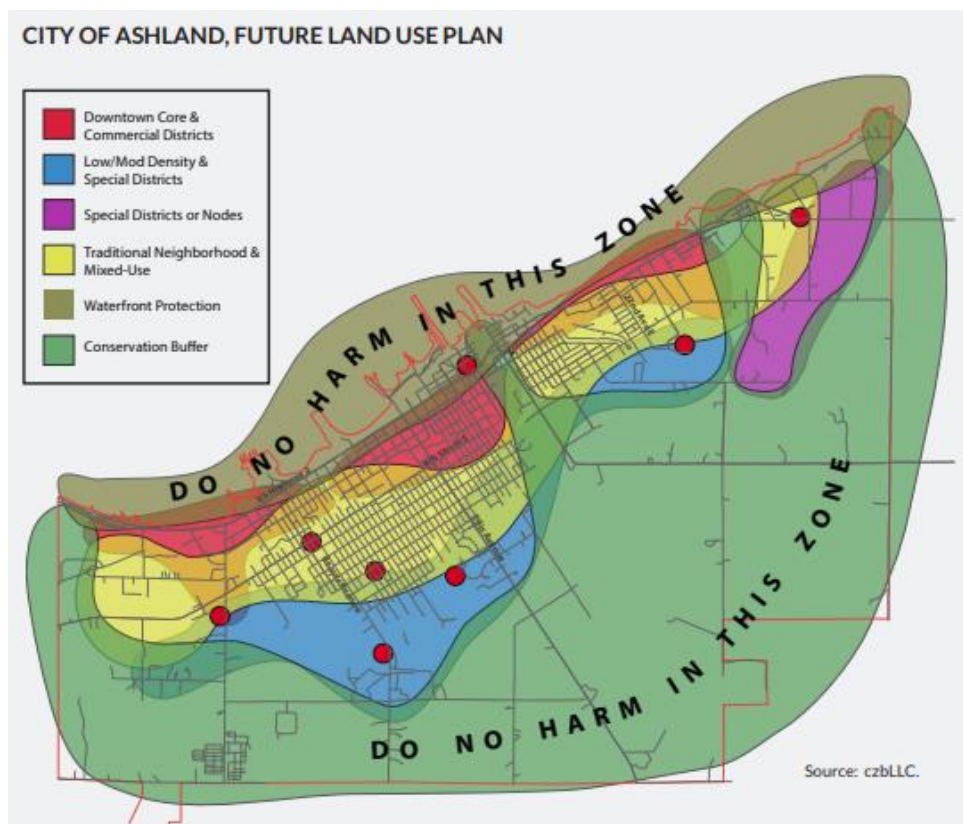
Review Criteria for Offer to Purchase and Sale of Land:

The following decision criteria were used to review the submitted land transfer request:

1. Consistency with Comprehensive Plan.

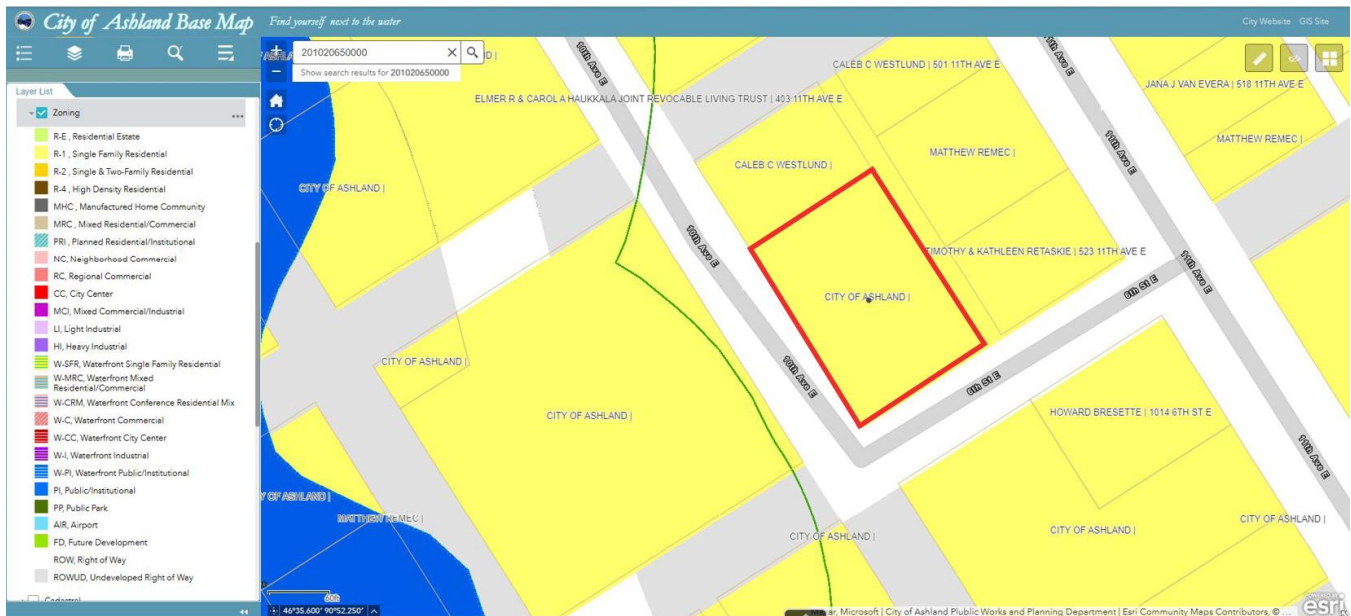
The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. Parcel # 201-02065-0000 is currently vacant and does not show up as essential on the land inventories. To staff's knowledge the parcel does not have easements or deed restrictions attached.

Staff is of the opinion that the sale of Parcel # 201-02065-0000 is in conformance with the Future Land Use Map, and the sale and use of the parcel as proposed is consistent with the principles and goals of the Comprehensive Plan. The subject parcel is located within the overlap of the Conservation Buffer and Traditional Neighborhood & Mixed-Use areas on the Future Land Use Map. The Conservation Buffer zone includes much of the area surrounding the core of the city and area along Bay City Creek. The Traditional Neighborhood & Mixed-Use zone includes a large portion of the City south of US Hwy 2 and Main Street. The Future Land Use Map does not provide firm distinctions between land use zones. It provides for overlap between zones to allow for flexibility for land uses permitted and transitions in the areas between zones. City staff have discussed the proposed land sale and the City plans to maintain ownership of the City-owned parcels and railroad right-of-way in the immediate vicinity of Bay City Creek to preserve a buffer along the creek which is consistent with the Future Land Use recommendation for the creek area. The subject parcel's location within the overlap of two land use zones on the Future Land Use Map allows for land uses which would fit within either of the two zones. The applicant's plans to maintain the parcel as a vacant property or to construct a single-family home on the parcel fit within the Future Land Use zones for the parcel. Conservation Buffer zones encourage infill development or land uses that will not excessively burden the utilities and public safety. Traditional Neighborhood & Mixed-Use zones encourage primarily single-family housing but also allow for interspersed duplexes and townhouses in some areas. Staff do not have concerns with the sale of Parcel # 201-02065-0000 in light of the Future Land Use Plan.



2. Consistency with the Unified Development Ordinance (UDO):

A. Zoning District: Single-Family Residential (R-1)



The sale of Parcel # 201-02065-0000 will not impact consistency with standards for the R-1 district. The parcel is not located within the Bay City Creek Overlay (west of the green line on the map above) so is not subject to additional standards beyond the base R-1 requirements. The parcel is large enough to construct a single-family home. The applicant has indicated that he would like to possibly construct a single-family home on the property in the future. Currently he would maintain the property and plant a garden on it. These uses of the parcel are compatible with the parcel's existing zoning. Staff does not have concerns with the sale of the parcel for the uses mentioned above.

B. Compatibility of Proposed Development with Existing Development

The land requested for purchase by the applicant is currently vacant and near existing single-family residential uses including the applicant's home across the alley. City water and sewer are available along 6th Street East. The use of the parcel for gardening or for a single-family use is consistent with the uses of the surrounding parcels. Such uses would not significantly increase the burden on the public utilities nor would they be out of character with the existing surrounding uses for the area.

3. Consideration of Highest and Best Use:

Considering all factors as listed above, staff sees single-family residential as the highest and best use of the property. Staff examined the Future Land Use Map, the current zoning of the subject parcel and surrounding properties, and existing uses in the vicinity of the subject site. The subject parcel is near but not adjacent to Bay City Creek or in the Bay City Creek Overlay district. Staff does not believe the parcel is suited to high density or high intensity land uses such as industrial, commercial, or high-density residential. The use of the parcel for single-family residential would allow the City to place the property on the tax roll while preventing the potential negative impacts of a higher intensity use in the area. The City does not have plans for the subject parcel and has deemed the property as non-essential for future City needs. City of Ashland Ordinance Chapter

478.03 provides criteria for essential properties and essential properties with conditions, which are not to be made available for purchase:

- (a) Part of an existing or planned park, trail, or public open space
- (b) Necessary for public utility or stormwater management
- (c) Necessary for existing or future public rights-of-way (roadways, alleys, sidewalks); or
- (d) Adjacent to or provides access to Lake Superior;
- (e) Public Facilities.

The subject parcel does not fit any of the five categories outlined in Chapter 478.03. The Parks and Recreation Director did not have concerns with the land sale. There are no plans to construct trails or other recreational facilities on the parcel, nor is access to Bay City Creek provided through the parcel. The parcel is not needed for public infrastructure or right-of-way or for public facilities.

City of Ashland Ordinance Chapter 478.04 provides two criteria for essential properties with conditions, which are to be kept in City ownership until a proposal for redevelopment is approved:

- (a) Part of a planned redevelopment project; or
- (b) Available in whole or in part when certain conditions are met

The subject parcel does not fit either of the two categories listed in Chapter 478.04.

The requested sale and proposed use of the City-owned parcel is compatible with the site and surrounding areas. The surrounding uses are primarily residential. Other parcels are currently vacant.

4. **Additional Factors, including Compliance with other City Ordinances and State Statutes:**
- a. The applicant shall comply with all Building Codes as laid out in the Uniform Dwelling Code (UDC) for Single and Two-Family Residential construction and zoning standards described in the City of Ashland Unified Development Ordinance (UDC).

Review Recommendation

Staff recommends APPROVAL of the Land Transfer request to sell Parcel # 201-02065-0000 contingent on the following conditions:

- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Land sale, closing costs, Register of Deeds recording fees, etc.
- Price of the subject parcel shall be \$15,000.
- Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property. Any improvements shall meet the setback and impervious maximum standards listed in the current zoning district for the subject parcel.

Additionally, as a Public Hearing is scheduled for the proposed Land Transfer, the Plan Commission should hear all input from the public prior to making a determination. The required public hearing notice was issued on January 2nd and January 9th, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

Ref: 2025-026

COUNCIL AGENDA: 8.F.
(1/28/2025)

SUBJECT: Consider a Resolution to Issue a Conditional Use Permit (CUP) to Allow a Freestanding Sign in Excess of Seventy-Five (75) Square Feet in Area, at 521 Lake Shore Drive East, Parcel No. 201-01254-0000, Zoned Waterfront City Center (W-CC) with a Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O), Applicant: Krist Oil Company (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (Unanimously recommended approval at the January 21st, 2025 meeting)

EXHIBITS:

1. Proposed Resolution No. 17812
2. Plan Commission Staff Report - Krist Oil, 01-21-2025
3. Sign Design - Krist Oil

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The subject property is located within the Downtown Core and Commercial District as well as the Waterfront Protection district and Gateway Overlay District. The Future Land Use Map does not rigidly define land use districts but allows some overlap and flexibility to accommodate different uses as needed. The existing commercial use of the property as a convenience store and fuel

station is consistent with the Downtown Core and Commercial District. No changes to the property which would result in encroachment into the Waterfront Protection district are proposed. Staff does not have concerns with the proposed CUP with regards to the Future Land Use Map.

SUMMARY STATEMENT:

Applicant Krist Oil Company has requested a CUP to allow their existing freestanding sign at 521 Lake Shore Drive E to exceed 75 square feet in area. The applicant would like to install a price reader board on the existing sign according to the sign proofs provided. The Plan Commission has recommended approval according to the conditions recommended by staff and included in the attached staff report. The applicant would have to install a landscaped area around the base subject to staff review and approval and maintain the required vision triangle at the corner due to the intersection there. The Plan Commission unanimously recommended approval at the January 21st, 2025 meeting. Please see the staff report and sign proofs for more information.

RESOLUTION No. 17812

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO ALLOW A FREESTANDING SIGN IN EXCESS OF SEVENTY-FIVE (75) SQUARE FEET IN AREA, AT 521 LAKE SHORE DRIVE EAST, PARCEL No. 201-01254-0000, ZONED WATERFRONT CITY CENTER (W-CC) WITH A WATERFRONT OVERLAY (W-O) DISTRICT (W-CC) AND GATEWAY OVERLAY (GTWY-O), APPLICANT: KRIST OIL COMPANY.

WHEREAS, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to allow a freestanding sign in excess of seventy-five (75) square feet in area at 521 Lake Shore Drive East, Parcel No. 201-01254-0000, zoned Waterfront City Center (W-CC) with a Gateway Overlay (GTWY-O) and Waterfront Overlay District (W-O); and

WHEREAS, the Plan Commission held a Public Hearing on January 21st, 2025 and has recommended approval of the Conditional Use Permit with the following conditions:

1. Approval of the Conditional Use Permit to allow for the addition and placement of one (1) 2-foot by 4-foot propane reader board backlit panel according to the submitted sign elevation located at the 521 Lake Shore Dr E subject property.
2. Signage shall meet UDO standards.
3. Conditional Use Permit is only for the signage proposed and not for any additional uses or improvements. If any additional changes are proposed such uses will require additional staff and/or Conditional Use Permit approvals through Plan Commission and the Common Council.
4. A sign permit is required prior to the installation of the proposed signage.
5. The base of the existing sign shall be landscaped with plantings. Drawings (plan, elevation and/or section) of the planter base materials, dimensions, details and planting type shall be submitted to the city for review and approval before a sign permit is approved. The plantings shall not exceed two and a half feet in height. The landscaping shall be installed when the reader board is installed or within the growing season. The landscaping shall be cared for and maintained by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved contingent upon compliance with the above listed conditions.

PASSED: January 28, 2025

Alderson

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

Approved As to Form:

Tyler W. Wickman, City Attorney

FOR APPLICANT:

Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.

Applicant (Print and signature)

Date



DEPARTMENT OF
PLANNING &
DEVELOPMENT
601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – December 17, 2024

Agenda Item # 6d: Conditional Use Permit Request to allow a freestanding sign in excess of 75 SF.

Zoning District: Waterfront City Center District (W-CC), Gateway Overlay District, Waterfront Overlay District (W-O)

Property Address: 521 Lakeshore Dr. E

Parcel #: # 201-01254-0000

Applicant: Krist Oil Company

Staff Contact: Terri Erickson

Background

Krist Oil Company requests review and approval of a conditional use permit (CUP) to add a reader board to an existing multi-pole freestanding sign at the Krist Gas and Convenience Store located at 521 Lakeshore Dr E (Parcel # 201-01254-0000). The subject parcel is located in the eastern portion of the city a couple blocks to the east of Prentice Avenue. The parcel is .48 acres (approximately 21,030 sq. ft.) in area and contains the Krist Food Mart building and canopy covered fuel pumps. Primary access is available off of Lakeshore Drive by way of Willis Avenue. The applicant originally applied for a sign permit for an additional 16 square feet of sign area. The total combined area, with the existing sign, would have totaled 88 square feet which is over the allotted allowable area of 75 square feet. However, the ordinance allows an increase in the maximum area if a conditional use permit is approved. The proposed modifications to the sign included the addition of two new 2-foot by 4-foot reader boards below the existing sign panels. Planning staff reviewed the application and it was determined that the lower reader board would conflict with the required vision triangle clearance. The applicant understands that the lower board would therefore not be allowed by ordinance and has decided to move ahead with the application for adding only one 2-foot by 4-foot panel which would be installed above the ten-foot high clearance required for the vision triangle. With this modification, the total area would equal 80 square feet which still requires the approval of a CUP.

Existing Land Use	Zoning
Krist Food Mart (Convenience Store/Gas Station)	Waterfront City Center District (W-CC), Gateway Overlay District, Waterfront Overlay District (W-O)

Existing Uses		Zoning
North	Single Family Residential	Waterfront City Center (W-CC), Waterfront Overlay (W-O)
South	Commercial (Ken's Mobile Service, Inc.)	City Center (CC) with Gateway Overlay (GTWY-O)
East	Commercial – Retail/Associated Parking (Taste of Wisconsin)	Waterfront City Center (W-CC), Gateway Overlay (GTWY-O), Waterfront Overlay (W-O)
West	Single Family Residential	Waterfront City Center (W-CC), Gateway Overlay (GTWY-O), Waterfront Overlay (W-O)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Downtown Core & Commercial District, Waterfront Protection



The subject property is outlined in the above aerial image

Site Design and Parking

The subject property includes a one-story commercial building along the west edge of the property and a row of pumps covered by a drive under canopy on the east side. There are two uncovered diesel pumps located along the north side adjacent to the alley marked above with the blue box. Customer



View of the site from the East off the intersection of Lake Shore Drive and Willis Avenue.

parking takes place along the east side of the building. There are no designated parking spaces delineated by striping. There is a combination of concrete and bituminous pavement covering the entire lot. No changes are proposed to the building, site, pumps or canopy. The existing pole sign proposed for the CUP is located on the south-east corner of the property marked by the orange circle on the aerial image.

Landscaping

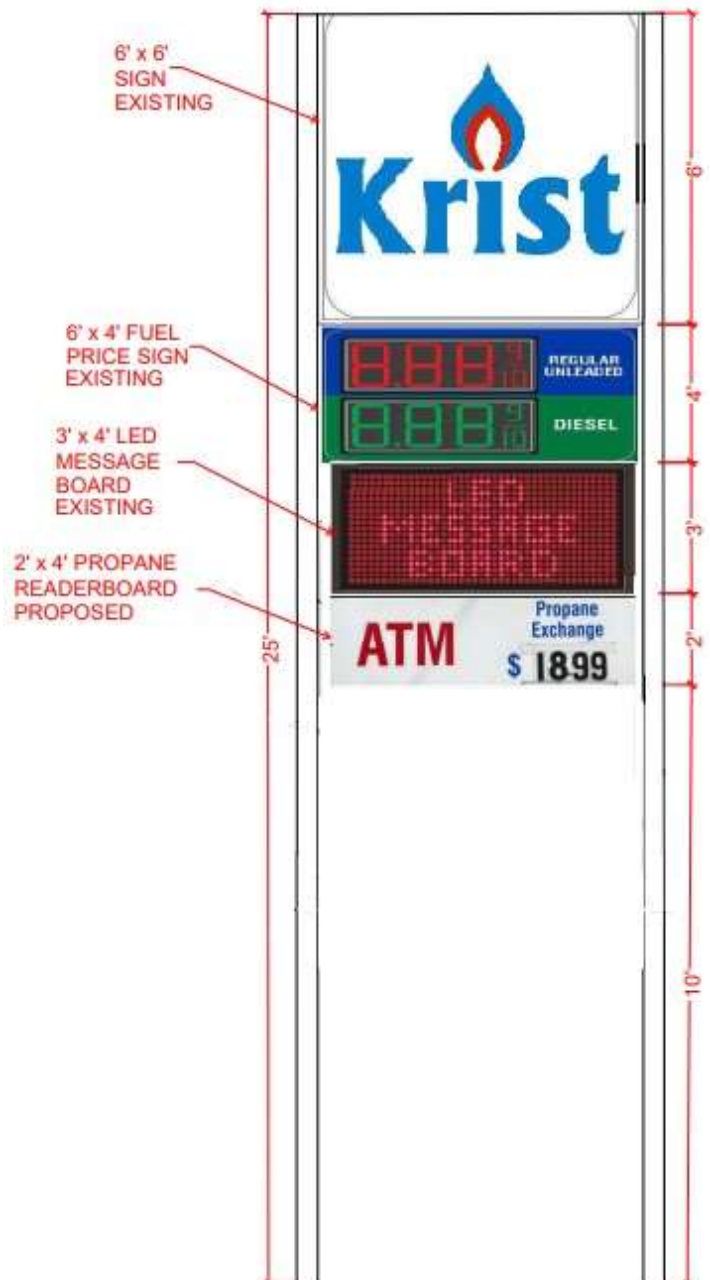
The lot is covered with 100 percent impervious surface which makes this a non-conforming parcel. The maximum impervious coverage in the Gateway Overlay District is seventy percent (70%). In addition, the sign ordinance requires that new freestanding signs shall provide an attractive landscape area around the entire base of the sign to compliment the sign. With these factors in mind, staff recommends as a condition of approval that the owner provide a landscape base around the existing sign that would also comply with the vision triangle requirements. (Not to exceed two and a half feet in height.) The property owner shall be responsible for the maintenance of the landscaping.

Lighting

There are no changes or additional requirements for lighting. The proposed sign panel will be backlit.

Building Elevations

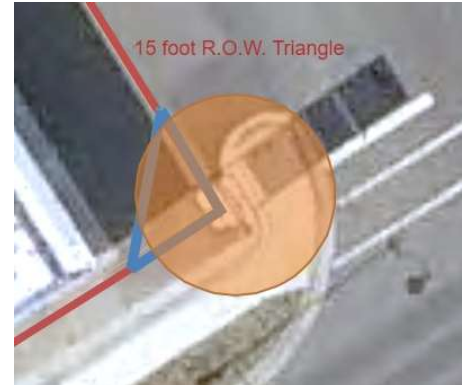
No changes are proposed to the existing building.



Signage

The CUP request is to allow the placement of one 2-foot high by 4-foot wide back-lit reader board to the existing sign. This would be located directly underneath the LED message board as shown on the sign elevation to the right. The proposed sign would advertise the propane exchange rate and the ATM service provided. According to the applicant, this panel was once in place but removed, as required by city, to install the LED message board in its place. The applicant is requesting to re-install one of these panels below the message board. The ordinance states that signs containing manual changeable copy or electronic reader boards shall have less than thirty (30) percent of the entire sign area dedicated to changeable copy or reader boards. Fuel price displays shall not be included in changeable copy calculations. The entire sign area, with the proposed reader board, is eighty (80) square feet. The allowable changeable message board area at thirty percent would be twenty-four (24) square feet. The existing electronic reader area plus the new proposed reader-board equals twenty (20) square feet which complies with the ordinance.

The location of the existing sign is also not complaint with the ordinance which would require a six (6) foot setback from the Lake Shore Drive property line. The existing sign does not appear to have any setback from the property line and possibly extends beyond it. It is also located in the fifteen (15) foot required vision triangle as shown on the adjacent photo. Due to this, any added signage shall be located above the ten (10) foot clearance requirement.



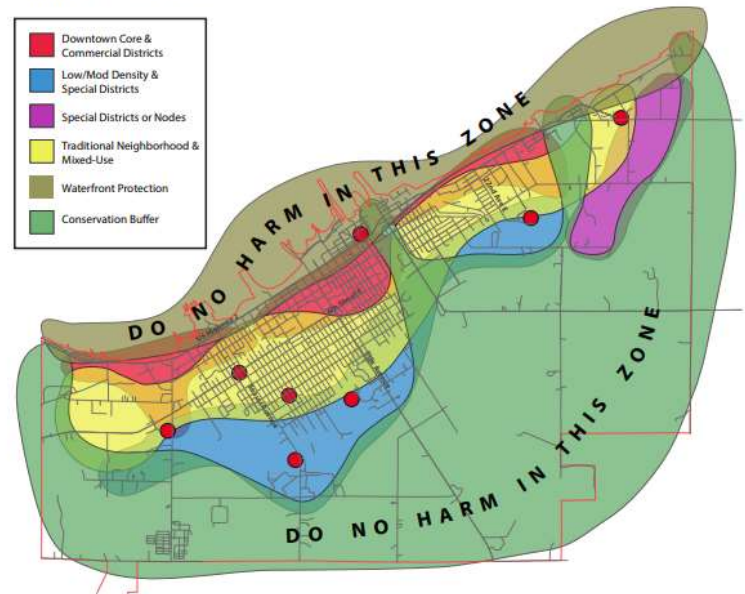
Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

1. Consistency with Comprehensive Plan.

The subject property is located within the Downtown Core and Commercial District as well as the Waterfront Protection district and Gateway Overlay District. The Future Land Use Map does not rigidly define land use districts but allows some overlap and flexibility to accommodate different uses as needed. The existing commercial use of the property as a convenience store and fuel station is consistent with the Downtown Core and Commercial District. No changes to the property which would result in encroachment into the Waterfront Protection district are proposed. Staff does not have concerns with the proposed CUP with regards to the Future Land Use Map.

FUTURE LAND USE PLAN



2. Compatibility.

The filling station use is compatible with the current Unified Development Ordinance, City Center Zoning, and surrounding properties which include an auto repair shop, a local food retail store, a Dairy Queen and a family restaurant. The Conditional Use Permit requested would allow for the proposed mounting of an additional panel on an existing sign for passing motorists to be informed of additional services and current prices. No other changes are proposed aside from city staff recommending the addition of landscaping around the sign base. The subject property is occupied by a commercial building that predates the Comprehensive Plan and current UDO. This use as a filling station would require approval under a conditional use permit if proposed today under our current ordinance. The facility use serves the community well and helps contain the traffic flow around and through the city on US-2 and away from the surrounding residential neighborhoods. Staff does not anticipate any increase in traffic, noise, stormwater runoff, etc.

3. Importance of Services to the Community.

The subject property is occupied by a commercial use that provides necessary services to the community of Ashland and motorists traveling through the city. In addition to fuel, the retail portion provides the community with food, drink and other general items that may be hard to come by when other stores are closed for the day. The additional sign will advertise current prices and facility amenities helping to keep prices competitive throughout the city.

4. Neighborhood Protections.

The subject property is located on the main thoroughfare through the city where such uses are permitted and anticipated. The addition of a reader board on the existing sign on the subject parcel will not significantly impact the neighborhood. Providing services along the gateway corridor where people will be slowing down for turning and entering also helps keep traffic speeds down which in turn promotes a higher level of safety for pedestrians and the surrounding residential neighborhood. The CUP is only to permit the sign panel addition proposed and may incorporate landscaping which the parcel has been lacking. The inclusion of landscaping at the base of the sign will help offset the aesthetic impact the reader board would have. Staff has ensured that the vision triangle at the corner will remain.

5. Conformance with Other Requirements:

The development must conform to all other applicable City code requirements, including (but not limited to):

- All applicable sections of the Gateway Overlay and Waterfront Overlay
- Local and state building code requirements to ensure the property meets code standards for the proposed use(s) prior to issuance of any future Building or Occupancy Permits.
- The applicant shall obtain necessary zoning and building approvals along with building permits for any future improvements on the property.

Review Recommendation

Staff recommends APPROVAL of the Conditional Use Permit contingent on the following conditions

1. Approval of the Conditional Use Permit to allow for the addition and placement of one (1) 2-foot by 4-foot propane reader board backlit panel according to the submitted sign elevation located at the 521 Lake Shore Dr E subject property.
2. Signage shall meet UDO standards.
3. Conditional Use Permit is only for the signage proposed and not for any additional uses or improvements. If any additional changes are proposed such uses will require additional

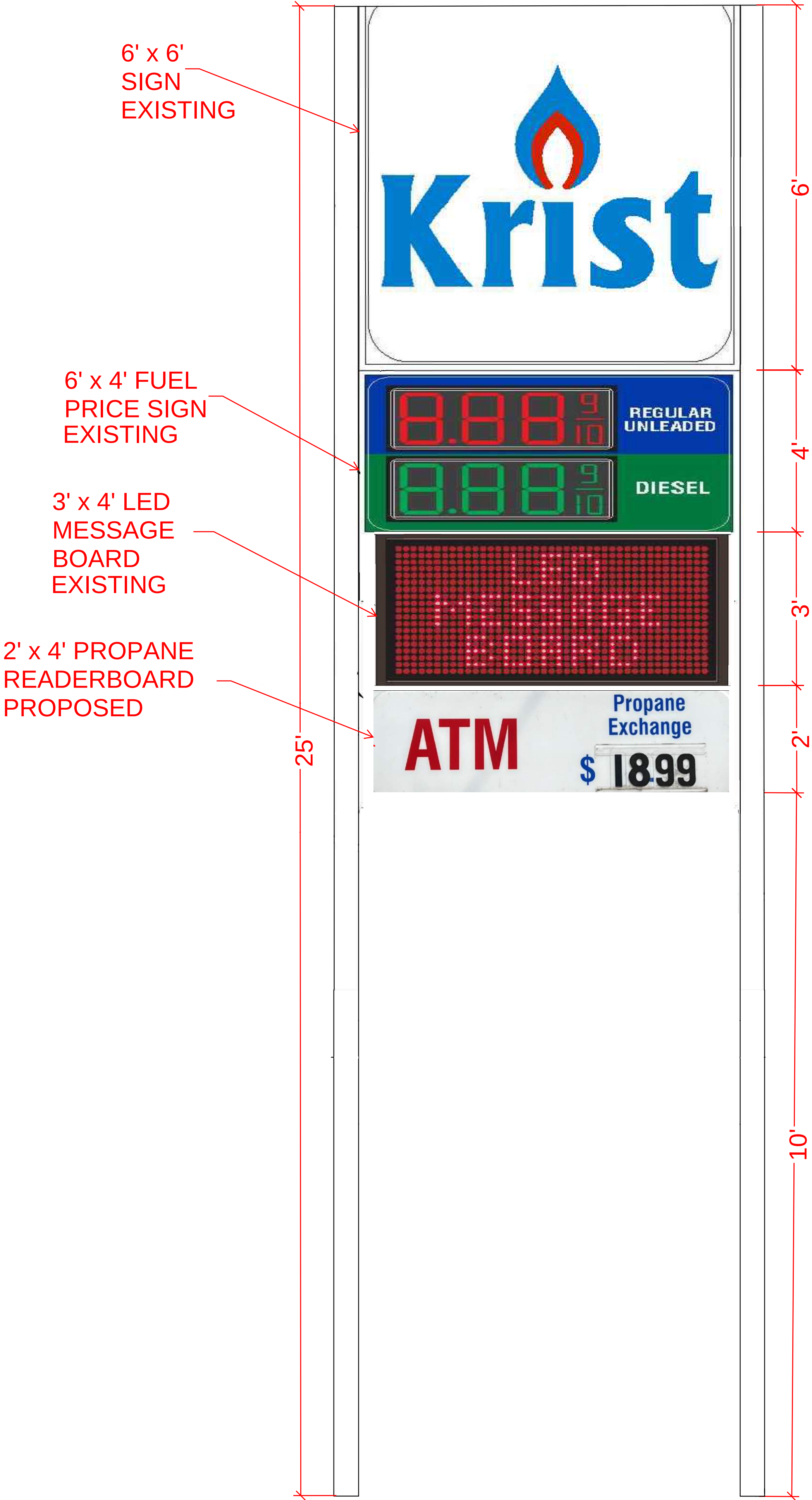
staff and/or Conditional Use Permit approvals through Plan Commission and the Common Council.

4. A sign permit is required prior to the installation of the proposed signage.
5. The base of the existing sign shall be landscaped with plantings. Drawings (plan, elevation and/or section) of the planter base materials, dimensions, details and planting type shall be submitted to the city for review and approval before a sign permit is approved. The plantings shall not exceed two and a half feet in height. The landscaping shall be installed when the reader board is installed or within the growing season. The landscaping shall be cared for and maintained by the property owner.

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a determination. The required Class 2 public hearing notice was issued on January 2nd & January 9th and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

TOTAL SIGN SQUARE FOOTAGE: 80 SFT



WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

KRIST OIL COMPANY
ASHLAND
521 LAKE SHORE DRIVE E
ASHLAND, WI 54806

SIGN DESIGN

0 Attention: 1"

If this scale bar does not
measure 1" then drawing is
not original scale.

ISSUE DATE	FOR
11/01/24	SIGN PERMIT

Designed By:	STM
Checked By:	CAR
Drawn By:	STM
Approved By:	CAR
Project No:	1050
Sheet No:	2

DWG. NO.
2

Ref: 2025-027

**COUNCIL AGENDA:
8.G. (1/28/2025)**

SUBJECT: Consider a Resolution to Issue for a Conditional Use Permit (CUP) to Allow a Vehicle Sales Use at 1318 Lake Shore Drive West, Parcel No. 201-00066-0000, Zoned City Center (CC) with a Gateway Overlay (GTWY-O) District, Applicant: Greta and Nicolas Blancarte on Behalf of Lake Superior Auto Sales, LLC. *(Planning)* Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (Recommended approval with amended conditions January 21st, 2025)

EXHIBITS:

1. Proposed Resolution No. 17813
2. Plan Commission Staff Report - Blancarte CUP 01-21-2025

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This Conditional Use Permit does not detract from the goals of the Comprehensive Plan. The subject property is located within the Downtown Core and Commercial District along with the Gateway Overlay District. This is a proposal for a new and needed service in the city by local residents for local residents. The existing oversized parking lot associated with the building is the type of past development that has occurred that is now considered undesirable. Future infill

development of this area may be encouraged to help create higher density and a more attractive entrance to the city along the gateway. In the meantime, use of the parking lot to help provide for a new local small business will benefit the community and create more activity in a typically dead space. A Vehicle Sales Use at an existing commercial property is consistent with the Downtown Core and Commercial District zone of the Future Land Use Plan.

SUMMARY STATEMENT:

Applicants Greta and Nicolas Blancarte request approval of a CUP to allow a vehicle sales use at 1318 Lake Shore Drive (Parcel # 201-00066-0000). They would operate a small used car dealership at the location. They would rent a small portion of the building for use as an office space and have up to five (5) vehicles for sale on the existing parking lot outside. No vehicle service or repair would occur at this location. The Plan Commission voted to recommend approval of the CUP request according to the conditions staff recommended in the included staff report and subject to requiring the applicants to ensure that the UDO lighting standards are met for the area of the parking lot where they wish to park vehicles for sale. Please see the included staff report for more information.

RESOLUTION No. 17813

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO ALLOW A VEHICLE SALES USE AT 1318 LAKE SHORE DRIVE WEST, PARCEL No. 201-00066-0000, ZONED CITY CENTER DISTRICT (CC) WITH A GATEWAY OVERLAY (GTWY-O) DISTRICT, APPLICANT: GRETA AND NICOLAS BLANCARTE ON BEHALF OF LAKE SUPERIOR AUTO SALES, LLC

WHEREAS, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to allow a vehicle sales use at 1318 Lake Shore Drive West, Parcel No. 201-00066-0000, zoned City Center (CC) with a Gateway Overlay (GTWY-O) District; and

WHEREAS, the Plan Commission held a Public Hearing on January 21st, 2025 and has recommended approval of the Conditional Use Permit with the following conditions:

1. The applicant shall obtain all necessary building and/or sign permits for the proposed project and provide drawings with following information prior to operating on-site:
 - a. A site plan designating the location of for-sale vehicles, employee and customer parking, and the primary entrance to the building and office location.
2. The number of for-sale vehicles must not increase beyond the five (5) approved in the CUP approval. If the applicant desires to go beyond this, they must come back to City Planning Staff and the Plan Commission for further review and approval.
3. The for-sale vehicles must be parked on the paved surface. They shall not be elevated or located beyond the pavement in the grass area. No vehicles for sale shall be parked in the ten-foot by ten-foot vision triangle at the driveway entrance from Lake Shore Drive.
4. Any future or additional signage on the building, existing pole sign or at the location of the sale vehicles must be submitted to the city planning staff for review and approval.
5. Applicant and Planning and Development staff shall ensure that the parking area where vehicles for sale are parked meets UDO lighting standards for “Moderate Activity” light levels.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved contingent upon compliance with the above listed conditions.

PASSED: January 28, 2025

Alderperson

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

Approved as to Form:

Tyler W. Wickman, City Attorney

FOR APPLICANT:

Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.

Applicant (Print and signature)

Date



DEPARTMENT OF
PLANNING &
DEVELOPMENT
601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – January 21, 2025

Agenda Item # 6e: **Conditional Use Permit Request to allow a vehicle sales use in the City Center District**

Zoning District: City Center (CC), Gateway Overlay District

Property Address: 1318 Lakeshore Drive

Parcel #: # 201-00066-0000

Applicant: Greta and Nicolas Blancarte

Staff Contact: Terri Erickson

Background

This request is for a conditional use permit to operate a small used car dealership under the name of Lake Superior Auto Sales, LLC. The business will be a “by appointment only” and will use an office within the Schraufnagel Glass building. They have worked out a deal with the owners to use this space for the noted purpose. The office will have its own entrance with nearby parking spaces for use by the applicants and their clients. The applicant is proposing to have two to three vehicles for sale at a time with a maximum of five.

All vehicle repair work will take place at Nick’s Car Care Shop at the owner’s residence on Sanborn Avenue. The operation of this home business was approved under a Conditional Use Permit around fourteen years ago. Vehicles to be sold will undergo any repair work required inside the shop. Vehicles awaiting repair work will also be parked at the shop. No sales of these vehicles will take place at the shop. The customer appointments may take place during the evening hours.

Existing Land Use	Zoning
Business and Retail (Roots Salon, Country Buds Flower Shoppe, Schraufnagel Glass, Jackson Hewitt Tax Service, Corn man sales and truck)	City Center (CC), Gateway Overlay District

Existing Uses		Zoning
North	Northern States Power Company (Xcel)	Waterfront Industrial (W-I) with Waterfront Overlay (W-O)
South	Single Family Residential	Mixed Residential/Commercial (MRC)
East	Single Family Residential	City Center (CC) with Gateway Overlay (GTWY-O)
West	Pioneer Quick Lube	City Center (CC) with Gateway Overlay (GTWY-O)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Downtown Core and Commercial District Waterfront Protection



Aerial View with Adjacent Properties

Site Design

The aerial photo shown below depicts the location of the building in relation to Lake Shore Drive and the surrounding parking lot. The orange designates where the retail businesses are located and the blue line outlines the Schraufnagel Glass business. The building is surrounded on all sides by an unstriped parking lot with a small amount of grass and vegetation around the perimeter. The purple box designates the location of the interior office that would be used by the applicant. Parking by the customers would take place directly in front of the office and the applicant would park in the back of the building as denoted by the single purple triangle. The vehicles for sale would be parked along the front edge of the property adjacent to Lake Shore Drive shown below as three purple triangles. These spaces would be adjacent to the entrance to the property from Lake Shore Drive. The intent of this location is for the sale vehicles to be highly visible to drivers passing by.



Enlarged Aerial View of Building and Parking Lot

Parking and Drives

The expansive parking lot is under-utilized and other individuals selling cars have often parked here as it is a visible location from a busy highway. The intent of locating the for-sale vehicles on the north end is to take advantage of the exposure to traffic on Lake Shore Drive. This first photo shows the approach to the site from the west arriving into town. The entrance to the site is just beyond the light pole showing in the photo. The sale vehicles would be parked just before this entry point beyond the Quick Lube Sign. This is also the same area of the lot where the Corn Man parks and sells his product during later summer and fall seasons. Otherwise this section of lot is typically quite empty. Customers for the retail spaces park in directly adjacent to the building on the east and west sides. Employees and customers for the Glass Shop park along the west and back sides of the building as evident from the aerial site photo.



View from Lakeshore Drive from the West (Above)



View from Lakeshore Drive from the East

Landscaping

There is very little existing landscaping or green space on this site aside from a few bushes and small trees along the north and west property lines. There is approximately a 20-foot grass buffer between the parking lot and the sidewalk that runs along Lake Shore Drive. On the rear property line there is a 40-foot grass buffer between the parking lot and road as well as a second vehicular entry drive.

Signage

Currently there are two existing pilaster signs - one at each entry to the site displaying names of the various businesses in the building. There will be no changes to these. The applicant intends to locate a small sign on the window in the entrance door to their office with the name and contact information for their business. Per ordinance, window signs applied to the interior of the glass, if under 25 percent of the window area on that elevation, do not require a permit. This entry and adjacent office window are highlighted in the photo below with the red circle.



Photo looking at the main entrance to the office and the adjacent window

Lighting

There are no changes or additional requirements for lighting. It does not appear that there is any existing lighting for the parking lot although there is street lighting that illuminate sections of the lot. There is an existing exterior wall light above the entry door to be used by the applicant and customers.

Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

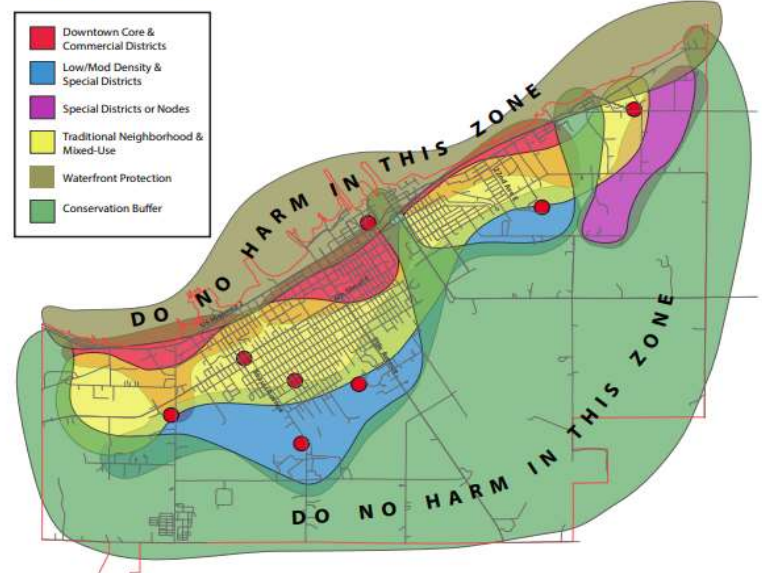
1. Consistency with Comprehensive Plan.

This Conditional Use Permit does not detract from the goals of the Comprehensive Plan. The subject property is located within the Downtown Core and Commercial District along with the Gateway Overlay District. This is a proposal for a new and needed service in the city by local residents for local residents. The existing oversized parking lot associated with the building is the type of past development that has occurred that is now considered undesirable. Future infill development of this area may be encouraged to help create higher density and a more attractive entrance to the city along the gateway. In the meantime, use of the parking lot to help provide for a new local small business will benefit the community and create more activity in a typically dead space. A Vehicle Sales Use at an existing commercial property is consistent with the Downtown Core and Commercial District zone of the Future Land Use Plan.

2. Compatibility.

This use is compatible with the site. The existing building currently provides space for multiple other retail or service business that support the community. Surrounding the property are residences on two sides that would be minimally affected by this additional small business. The Quick Lube to the west is a related and compatible business. Existing views to the lake looking north from the lot are hindered by the Xcel energy plant so the lot is not a primary Lake Superior viewpoint. The existing building will be better utilized which increases the value and density of the use which is desirable in this district.

FUTURE LAND USE PLAN



3. Importance of Services to the Community.

The addition of a used car dealership with a reputation for quality work and high integrity would be a benefit to the community. The option of working with local residents and businesses can support the growth of meaningful and trustworthy business/customer relationships and offer additional and potentially lower price options in the community. The applicant has stated with the high prices of new vehicles, many community members are pursuing used alternatives. They are seeking to help fill this need.

4. Neighborhood Protections.

The residential area surrounding the property on two sides will not be further impacted by the incorporation of this business. There may be a very minimal increase to traffic and pedestrian flow and the addition of 3-4 vehicles parked on the north end of the lot.

5. Conformance with Other Requirements:

The development must conform to all other applicable city code requirements, including (but not limited to):

- All applicable sections of the City Center Zoning District of the Ordinance
- All applicable sections of the Gateway Overlay
- All required State Motor Vehicle Dealer Licensing requirements

Review Recommendation

Staff recommends APPROVAL of the Conditional Use Permit contingent on the following conditions:

- The applicant shall obtain all necessary building and/or sign permits for the proposed project and provide drawings with following information prior to operating on-site:
 - A site plan designating the location of for-sale vehicles, employee and customer parking, and the primary entrance to the building and office location.
- The number of for-sale vehicles must not increase beyond the 5 approved in the CUP approval. If the applicant desires to go beyond this, they must come back to City Planning Staff and the Plan Commission for further review and approval.
- The for-sale vehicles must be parked on the paved surface. They shall not be elevated or located beyond the pavement in the grass area. No vehicles for sale shall be parked in the 10-foot by 10-foot vision triangle at the driveway entrance from Lake Shore Drive.
- Any future or additional signage on the building, existing pole sign or at the location of the sale vehicles must be submitted to the city planning staff for review and approval.

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a determination. The required Class 2 public hearing notice was issued on January 2nd & January 9th and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.