



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, March 11, 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

4. CITIZEN PARTICIPATION PERIOD

5. PRESENTATION OF ASHLAND COUNTY COMPREHENSIVE PLAN FROM LISSA RADKE, COMMUNITY DEVELOPMENT EDUCATOR, EXTENSION ASHLAND COUNTY

6. MAYOR'S REPORT

A. Announcements

7. CONSENT AGENDA

A. Miscellaneous Minutes

B. Approve to Reverse Emergency Declaration for the Purpose of Permitting Timely Repairs of Elevator Shaft on the South Building Wall of 514 Main Street West per WI State Statute 62.15(1b) *(Public Works)*

C. Approve the John F. Kennedy Memorial Airport Ashland, Wisconsin Airport Hangar Ground Lease *(Airport Commission)*

D. Approve Recommended Amendments to the Utility Disconnection Policy *(Public Works)*

8. OLD BUSINESS

- A. **Approve an Ordinance to Amend Chapter 51 (1841) City Council Procedures, Ashland City Ordinances** *(Clerk)* Roll
- B. **Approve a Professional Services Agreement between the City of Ashland and Managing Results, LLC. for Strategic Planning Consulting** *(Administraion)* Roll
- C. **Approve a Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid for JFK Memorial Airport** *(Airport)* Roll
- D. **Consider Approval of a Professional Services Agreement between the City of Ashland and Short Elliott Hendrickson Inc for Engineering Services for the 2025 Ellis Avenue Watermain Replacement Project** *(Public Works)* Roll
- E. **Approve an Ordinance to Amend Chapter 612 (1046) Street And Utility Construction Standards And Special Assessment Policies, Ashland City Ordinances** *(Public Works)* Roll

9. NEW BUSINESS

- A. **Consider a Resolution to Allow the City Clerk to Advertise for Candidates to Fill the Alderperson District 3 Vacancy** *(Clerk)* Roll
- B. **Consider Accepting a Bid Proposal for the 2025 Sanitary Sewer Cleaning & Televising Project, and Approve a Contract Agreement between the City of Ashland and Green Bay Pipe & TV** *(Public Works)* Roll

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, February 25, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, February 25, 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, Nancy Sztynдор

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Max Lindsey, Public Works Director John Butler, Planning Director Steven Wiley, Airport Manager Derek Hall, Utility Billing Specialist Megan Erickson, and other interested citizens.

2. APPROVAL OF AGENDA

Mac Kenzie noted that he intends to remove Items 5H and 5I from the Committee of the Whole meeting agenda. A motion by Goyke and second by Seefeldt to approve the Council agenda passed 6-1 by voice vote; Tochtermann opposed.

3. APPROVAL OF MINUTES

A. **February 11, 2025 City Council and Committee of the Whole Meeting Minutes**

A motion by Ortman and seconded by Sztynдор to approve the minutes, passed 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:

Pat Kinney, 1118 2nd Avenue West, spoke against the proposed special assessments noted on the Committee of the Whole agenda.

Clarence Campbell, 1014 Chapple Avenue, was also opposed to the proposed special assessments for the upcoming Chapple Avenue road construction.

5. PRESENTATION BY SCHOOL DISTRICT OF ASHLAND SUPERINTENDENT ROBERT PRATER

Rob Prater, Superintendent for the Ashland School District spoke about the referendum on the upcoming Spring Election ballot, answered questions from Council and handed out informational fliers.

6. MAYOR'S REPORT

A. Announcements

Mac Kenzie felt the Winter Carnival was well attended, despite having the Book Across the Bay race being canceled. He also noted the announcement of Northland College closing after the current school year has ended, and offered the City's support during this time.

7. OLD BUSINESS

A. Approve a Resolution to Allow the Council President to Represent the City of Ashland at Ashland County Comprehensive Plan Meetings *(Mayor)* Roll

A motion by Goyke and seconded by Seefeldt to approve the resolution passed 6-0 by roll call vote; Ortman abstained.

File #17815

B. Approve an Animal Care Agreement between the Chequamegon Humane Association (CHA) and Ashland County, the Ashland Police Department, and Bayfield County for Animal Control *(Police Department)* Roll

A motion by Tochtermann and seconded by Seefeldt to approve the agreement passed unanimously by roll call vote.

8. NEW BUSINESS

A. Consider a Resolution to Approve a Request to Sell City-Owned Property at 821 Water Street, Portion of Parcel # 201-01063-0000, Zoned Waterfront City Center (W-CC) with a Waterfront Overlay (W-O). Applicant: KBC Properties, LLC. *(Planning Department)* Roll

A motion by Ortman and seconded by Goyke to approve the resolution passed unanimously by roll call vote. **File #17817**

B. Consider a Resolution for a Conditional Use Permit (CUP) to Allow a Wireless Telecommunications Facility on City-Owned Property on Rail Drive, Parcel # 201-05120-0210, Zoned Heavy Industrial (HI). Applicant: The Towers, LLC. *(Planning Department)* Roll

A motion by Ortman and seconded by Szyndor to approve the resolution passed unanimously by roll call vote. **File #17818**

9. CLOSED SESSION - Council may return to Open Session and take action on any item discussed during Closed Session.

- A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body of strategy to be adopted with the respect to current or likely litigation." (Ashland County Case No. 2023CV000142)**

Mac Kenzie announced that this matter had been resolved during a hearing yesterday and there was no need for a closed session as it is now public knowledge. No action was requested from Council at this time.

10. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, February 25, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. Roll Call

The Tuesday, February 25, 2025 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:35 p.m.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andy Goyke, Jim Gregoire, Charlie Ortman, Nancy Seefeldt.

ALSO PRESENT: Mayor Matt Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Airport Manager Derek Hall, Public Works Director John Butler, Utility Billing Specialist Megan Erickson, and other interested citizens.

2. Approval of Agenda

During the Council meeting, Mac Kenzie requested that Agenda Items 5H and 5I be removed from the agenda. A motion by Sztynodor and seconded by Gregoire to approve the amended agenda, carried unanimously by voice vote.

3. Council President's Report

Ortman mentioned the announcement of Northland College closing at the end of the current school year, and recognized the economic impact this may cause to not just the City of Ashland but also area communities.

4. Administrator's Report

Kucera thanked staff who worked along with him during the recent Winter Carnival at the Book Across the Bay event. He also offered a report to preface the special assessment discussion, and will distribute to Councilors.

5. DISCUSSION ITEMS

A. Discussion and Possible Action to Amend Chapter 51 City Council Procedure, to Update the Agenda Outline and Move the Administrator's Report to the Council (*Mayor*)

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

B. Discussion and Possible Action Regarding a Professional Services Agreement between the City of Ashland and Managing Results, LLC. for Strategic Planning Consulting (*Administraion*)

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

C. **Discussion and Possible Action Regarding the John F. Kennedy Memorial Airport Ashland, Wisconsin Airport Hangar Ground Lease (*Airport Commission*)**

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

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

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

E. **Discussion and Possible Action on Utility Disconnection Policy (*Public Works*)**

Butler and Erickson reviewed the policy changes with Council and answered questions. A motion made by Gregoire and seconded by Sztynodor to forward the policy to Council for formal approval, passed unanimously by voice vote.

F. **Discussion and Possible Action Regarding Public Fire Protection (PFP) and Standby-By Fees (*Public Works*)**

Mac Kenzie and Butler both reviewed the item for Council and discussion was held, but no action was taken at this time.

G. **Continued Discussion and Possible Action on Proposed Changes to Chapter 612 Street and Utility Construction Standards and Special Assessment Policies, Ashland City Ordinances (*Public Works*)**

After much discussion, a motion was made by Seefeldt and seconded by Gregoire to forward an ordinance to amend Chapter 612 to include roads in special assessments at a determined percentage. The motion passed unanimously by voice vote.

H. **Continued Discussion and Possible Action on Proposed Special Assessments for Chapple Avenue and Ellis Avenue Reconstruction Projects (*Public Works*)**

This item was removed from the agenda.

I. **Continued Discussion and Possible Action on Proposed Special Assessments Policy for Street Construction (*Public Works*)**

This item was removed from the agenda.

6. **Items for Future Discussion**

Seefeldt requested to see a report at the next meeting from the Planning and Development Department regarding rooming houses.

7. **Adjournment**

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

Respectfully Submitted,

COMMITTEE OF THE WHOLE MEETING MINUTES
Tuesday, February 25, 2025



The CITY of
ASHLAND
WISCONSIN

Denise Oliphant,
City Clerk

Find yourself next to the water.



City of Ashland, Wisconsin ~ Parks and Recreation Department
400 4th Ave West Ashland ~ WI 54806 ~ www.coawi.org

Parks and Recreation Committee Meeting Minutes

Monday January 27, 2025

City Hall Council Chambers

601 Main St W Ashland WI 54806

Call to order – 5:34pm

Roll Call –

Present: Kevin, Dave U, Mike A., Nancy S., Lauren M.

Excused: Phoebe, Sarah J., Jen W.

Agenda modifications – none

Motion to approve minutes – Motion by Kevin, 2nd by Nancy – Motion passes

Park updates

- Boat landing
 - New contract to update original plans – Smith Group
 - Will be a 2026 project
- Waterfront Trail – going for bidding in March – Coastal Management Grant
- Urban Forestry Grant – hire forester to manage EAB and plant trees

Business Items

- Discussion of Parks Master Plan (PMP) and Comprehensive Outdoor Rec Plan (CORP)
 - Council has approved the Parks Master Plan – done and passed
 - Concerns were heard about the closing of parks
 - Sara will print off hard copies of the updated PMP for all PRC members
 - Ready for pickup at Bretting Center by Wednesday
 - Lauren – concerns about Table 4.1 – percentages do not match rankings
 - Concerns about misleading numbers in other tables.
 - CORP timeline
 - MSA just sent a rough outline of the CORP with chapters
 - Public meetings in February or March
 - Bring to PRC in April
 - Bring to Council in May and June
 - Note: CORP is more of a visionary document
- Discussion and Approval to seek funding for 2025 and 2026 Park Projects

City of Ashland, Wisconsin ~ Parks and Recreation Department

400 4th Ave West Ashland ~ WI 54806 ~ www.coawi.org

- Boat Launch and Kreher Park Campground projects do not have enough funds for completion
 - In particular, unable to pave the new pedestrian corridor uphill from Kreher Campground
- Would like to apply for the RTP (federal program) to offset the costs
- Boat Launch - \$150k-\$200k short – seeking federal funds to help here as well
- Requesting DNR stewardship funds for baseball field maintenance – particularly Hodgkins Park
- Kevin – motion to approve seeking funding for Projects, Nancy – 2nd. Motion Passes
- Question – money from litigation and insurance settlement for Bayview Pier.
 - Hope to use these funds to get a new pier at Bayview
- Discussion and Action to Approve to Hire a contractor to update Ordinance 454: Planting, Maintenance, and Removing Trees/Shrubs
 - To ensure that our policies are matching best practices and legal constraints
 - Last updated in 2017
 - Funding would come from DNR Urban Forest Funds
 - Motion by Keven to approve funding to hire a contractor, 2nd by Lauren – Motion Passes
- Discussion and Action to apply to be recognized as a Bird City Wisconsin
 - Received funding from local Audubon for more native prairie plantings which helps bird habitat
 - Motion by Kevin to reapply, 2nd by Nancy. Motion Passes
 - Application due March 31, 2025
- Next Meeting – Feb. 24 – 5:30pm
- Comments/Questions
 - How much did the Kreher Bathroom update end up costing? About \$400,000
 - Splashpad update? Potentially moving away from Bayview Park. Potentially Central Railyard Park or Ellis Park. Project will likely need a well.
- Motion by Kevin to adjourn, 2nd by Mike. Motion Passes

AIRPORT COMMISSION MEETING MINUTES: **Thursday, January 23, 2025**

1. Roll Call

- a. Commission Members: Lloyd Orensten, John Coffey, Carol Ortman, Blake Ellefson, Richard Huber

PRESENT: Orensten, Ortman, Coffey, Ellefson, Huber

ABSENT: (Excused)

ALSO PRESENT: Airport Manager Derek Hall

2. Approval of Minutes

- a. Approve November 21, 2024 Airport Commission Meeting Minutes

Motion to approve the minutes: Huber

Second: Ortman

Vote: Passes unanimously (voice)

3. Citizen Participation Period

No members of the public present.

4. Commission Items

- a. Discussion and Approval of Airport Improvement Program Petition

Hall introduced the item. Explained the requirements from the Bureau of Airports (BOA) to receive this petition every six years. Looking to get an approval of the petition to move forward to council at the January 28th, 2025 City Council Meeting. The County Board is expected to follow shortly after to approve the petition. Ellefson brought up some concerns that the County Administrator had and others on the County Board are likely to have. Hall has spoken with Dan Grady at Ashland County and also put Dan in touch with the BOA. Ellefson is hoping to be able to speak with Dan Grady ahead of the County Board Meeting and hoping Hall can connect with Grady again.

Motion to approve: Coffey

Second: Ellefson

Vote: Passes Unanimously (voice)

- b. Discussion of Airport Tenant Complaint

The complaint was presented to the commission. The Commission stated they are aware of the grievances from the complaint from previous incidents. The BOA did escalate the complaint to the FAA and the BOA would like to see a resolution to the complaint.

Motion to recommend that the City of Ashland enforces that Mr. Radosevich must come into compliance with the terms of the Airport lease or remove Mr.

Radosevich from the Airport: Ellefson

Second: Ortman

Vote: Passes Unanimously (voice)

c. Discussion of Personal Property Tax for Airport Lot Leases

Hall explained what he has attempted thus far. Hall has concerns that adding any additional fees may violate the leases held by the tenants. Hall feels as though options have been exhausted. Ellefson asked if it would be possible to just continue what the hangars were being taxed at and just call it something as an additional fee. Orensten asked if the airport can even charge an additional fee legally. Hall reminded the Commission of the process that New Richmond followed, and Ellefson thought that was the best route.

5. Airport Manager's Report

Hall reported that the USCG was assisting with the SAR on the bay Monday Morning.

Paul Mika spoke with Hall to ask if he could reestablish the gravel pad behind his hangar that was there a number of years ago. The Commission did not have concern so long as the surrounding tenants were okay with it and it did not impede other hangars as well.

Hall asked the Commission if the old broom as the new tractor came with one would be worth selling or hang on to it when the old tractor would be sold for increased value.

The Fuel truck had a small issue and it was fixed by the City Shop. Funding for fuel trucks is hard to come by from the BOA or the FAA. The Commission should be expecting to have to purchase a new truck at some point in the future.

6. Approval of Bills

a. Approve Bills Since November 21, 2024 Meeting

Motion to approve the bills: Ellefson

Second: Huber

Vote: Passes Unanimously (voice)

7. Set Next Meeting Date

Next meeting will be on February 20th at 4:30 at the JFK Memorial Airport Terminal.

8. Adjournment

Motion to Adjourn: Ortman

Second: Ellefson

Vote: Passes Unanimously (voice)

Ref: 2025-055

COUNCIL AGENDA: 7.B.
(3/11/2025)

SUBJECT: Approve to Reverse Emergency Declaration for the Purpose of Permitting Timely Repairs of Elevator Shaft on the South Building Wall of 514 Main Street West per WI State Statute 62.15(1b) (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Public Works Director

EXHIBITS:

1. Resolution No. 17769 - February 27, 2024
2. Agenda Item No. 063 - February 27, 2024
3. Council Meeting Minutes - February 27, 2024

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:

At their February 27, 2024 meeting, Council approved Resolution No. 17769 declaring the condition of the elevator shaft of the 514 Main Street West structure to be unsafe and needing urgent repairs. Ritola Inc completed the work during that summer and after nearly a year of observation, staff has found no issues with the foundation or settlement of this area.

Staff is requesting Council designate that the emergency declaration no longer applies by reversing the emergency order as according to [WI State Statute 62.15\(1b\)](#).

SUBJECT: Consider a Resolution to Declare Condition of Elevator Shaft on the South Building Wall at 514 Main Street West an Emergency per Wisconsin State Statute 62.15(1b) (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Administrator

EXHIBITS: 1. Proposed Resolution No. 17769

EXPENDITURES REQUIRED: Not to Exceed \$75,000.00

AMOUNT BUDGETED: \$100,000 ARPA

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote public health, safety, morals, and the general welfare..." for the City's residents and community.

SUMMARY STATEMENT:

In May 2022, the City acquired the building located at 514 Main Street West. At the July 25, 2023 meeting, the Council declared an emergency related to the repair of a suspended sidewalk in front of the building. A significant void was located beneath the front of the building and City staff reported significant deterioration of beams supporting the sidewalk upon inspection once the building was acquired. Work on this repair has been substantially completed in winter 2024 and final concrete restoration will be completed in the spring.

City staff spent significant time evaluating options for repair of the south building wall, which had been seriously damaged by the previous installation of an elevator shaft. The footing constructed to support the elevator shaft is inadequate, which resulted in significant settlement of the elevator shaft. This settlement is ongoing and, in turn, has pulled the south building wall away from the rest of the building. This situation presents safety concerns and the overall building condition would be improved by removing the elevator shaft to relieve the pressure being applied to the south building wall by the settlement process. City staff have identified various interior lifts that will serve the purpose of maintaining a pathway to the second floor that meets the requirements of the Americans with Disabilities Act (ADA).

Removal of the existing elevator shaft will be a complex and delicate process due to the condition of the south building wall. The existing wooden deck will first need to be removed, followed by demolition of various mechanical parts associated with the elevator. Next, the masonry-style elevator shaft will need to be demolished while protecting the integrity of the building. This demolition will need to extend underground to include removal of the inadequate footing constructed to support the elevator shaft. While a portion of the existing building foundation is exposed, it should be waterproofed to support the longevity of the existing building. The excavation would then be filled with granular backfill. Finally, the roof of the existing building would need to be repaired, along with doorway openings and minor repair of brick along the south building wall.

Public Works staff reviewed the work with Ritola, Inc. and recommends that they complete the work due to familiarity with the building, ability to perform safe excavation in tight work areas such as this, and availability of skilled labor to complete the work immediately.

The Public Works Director requests Council's approval of a resolution declaring the condition of the south wall on the existing building an emergency to permit the repairs to be completed in a timely manner, ahead of the summer construction season when other projects are scheduled, which works to protect the overall welfare of the City.

SUBJECT: Consider a Resolution to Declare Condition of Elevator Shaft on the South Building Wall at 514 Main Street West an Emergency per Wisconsin State Statute 62.15(1b) (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Administrator

EXHIBITS: 1. Proposed Resolution No. 17769

EXPENDITURES REQUIRED: Not to Exceed \$75,000.00

AMOUNT BUDGETED: \$100,000 ARPA

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote public health, safety, morals, and the general welfare..." for the City's residents and community.

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MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, February 27, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

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

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andy Goyke, Jim Gregoire, Charlie Ortman, Dick Pufall

ABSENT: None

ALSO PRESENT: City Attorney Tyler Wickman, Mayor Matt Mackenzie, City Administrator Brant Kucera, Police Chief Bill Hagstrom, Public Works Director John Butler, City Clerk Denise Oliphant, Deputy Clerk Kevin Haas, Planning Director Steven Wiley, and other interested citizens

2. APPROVAL OF AGENDA

Goyke moved, seconded by Ortman to approve the agenda as presented. The motion passed 7-0 by voice vote.

3. APPROVAL OF MINUTES

A. February 13, 2024 City Council and Committee of the Whole Meeting Minutes

Motion by Ortman, seconded by Jackson to approve the minutes. The motion carried 7-0 by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Bill Sann, 521 Willis Avenue, spoke regarding his experience with the City's Property Maintenance Staff. Detailed the history of his experiences.

5. MAYOR'S REPORT

A. **Announcements**

Mackenzie announced that an unusual bird has been spotted around town, specifically on the west end, called the "Field Fare" and that it is bringing many bird watchers to the city. He also announced that he attended a meeting in his role with the Ashland County Board with the Bad River Tribe, meeting the new Chairman, and discussing ways for the City and the Tribe to partner with a housing project on the east end of the city on the border with the Tribe.

6. OLD BUSINESS

A. **Approve an Ordinance to Amend Chapter 479 (2023-1988) Annexation of the North Right of Way of County Highway K, Town of Gingles, Ashland County, Ashland City Ordinances, to Accept the Corrected Plat of Survey** *(Roll)* Clerk

Motion by Seefeldt, Seconded by Tochtermann, to approve to Amend Chapter 479 (2023-1988) and to accept the corrected Plat of Survey. The motion passed 7-0 by roll call vote.

File #: 1998

B. **Approve to Allow the City of Ashland Public Works Department to Perform Public Construction without Advertising for Competitive Bids** *(Public Works)* Roll

Motion by Seefeldt, Second by Jackson, to authorize the work at the Bretting Community Center. The motion passed 7-0 by roll call vote.

7. NEW BUSINESS

A. **Consider a Resolution to Declare Condition of Elevator Shaft on the South Building Wall at 514 Main Street West an Emergency per Wisconsin State Statute 62.15(1b)** *(Public Works)* Roll

Motion by Ortman, Seconded by Tochtermann, to approve the Resolution. Motion passed in a 6-1 roll call vote, Pufall opposed.

File #: 17769

8. CLOSED SESSION

A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation."** *(6th Street West - Coleman Engineering)* *(City Attorney)*

Motion by Seefeldt, Seconded by Goyke, to enter closed session and allow John Butler to remain. Motion passed 7-0 by roll call vote.

B. **Return to Open Session**

Motion by Ortman, Seconded by Goyke, to return to open session. Motion passed 7-0 by voice vote.

- C. **Report of Action Taken During Closed Session** *Council may return to Open Session and take action on any item discussed in Closed Session.*

Mackenzie reported a Motion by Ortman, Seconded by Tochtermann: The Council approves the attorneys to settle the case as discussed in closed session. Motion passed unanimously by roll call vote in closed session.

9. ADJOURNMENT

Motion by Ortman, Seconded by Seefeldt to adjourn. Motion passed 7-0, by voice vote.

Submitted by Kevin Haas, Deputy Clerk

Ref: 2025-056

COUNCIL AGENDA: 7.C.
(3/11/2025)

SUBJECT: Approve the John F. Kennedy Memorial Airport Ashland, Wisconsin
Airport Hangar Ground Lease (*Airport Commission*)

RECOMMENDATION: Approval

**DEPARTMENT OF
ORIGIN:** Airport

CLEARANCES: Airport Commission

EXHIBITS: 1. JFK Memorial Airport Hangar Ground Lease

**EXPENDITURES
REQUIRED:** NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: As approved by Committee of the Whole, February 25, 2025

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

As stated in [Chapter 45.17](#) Ashland City Ordinances, *The (JFK Airport) Commission shall prepare and submit for adoption by the City of Ashland and County of Ashland standard leases and agreements for the various authorized types of airport activities and land uses.*

A few of the ground leases at the JFK Memorial Airport have expired, which prompted a review of the Airport Hangar Ground Lease. Updates were made in reference to law changes regarding

personal property tax which can no longer be collected. The changed language on the lease will include the new real estate tax levied against the hangar. There were also some small changes made, including the addition of item 8d per the Airport Commission regarding hangar construction.

The Ashland County Board of Supervisors approved this lease at their February 18, 2025 meeting, and Councilors approved unanimously to forward the lease to Council for formal approval during their February 25, 2025 Committee of the Whole meeting.

JOHN F. KENNEDY MEMORIAL AIRPORT ASHLAND, WISCONSIN AIRPORT HANGAR GROUND LEASE

This agreement, made and entered into on the date indicated below by and between the City of Ashland, a Wisconsin municipal corporation, 601 West Main Street, Ashland, WI 54806, hereinafter called the Lessor, and:

_____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as the John F. Kennedy Memorial Airport and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of constructing and using an aircraft hangar; and

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

1. Property Description: Row 1, Lot 6, Hangar Area.

[Note: Property description should be by exhibit or metes and bounds. If a monumented property survey is required, a plat of survey can be created. Leasehold descriptions must not be referenced to or based on any other type of survey (ex: Certified Survey Map or other plat creating a division of land) without prior approval by the Bureau of Aeronautics.]

2. Term: The term of this lease shall be for a period of 15 years commencing on the date of the last signature of the parties and terminating on _____.

3. Rent: The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$.13 per square foot for the land leased, for a total annual charge of \$ _____, payable in advance on January 1, and on each anniversary thereof until this lease terminates. Payments shall be due annually on January 1.

Annual lease payments shall be made payable to the City of Ashland and shall be sent to City of Ashland Treasurer, 601 West Main Street, Ashland, WI 54806. Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

4. Rent Adjustments: The Lessor shall have the option to adjust rent annually subject to the following:

- a. Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.
- b. No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.
- c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before November 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after November 1 in which case notice shall be given at the time of execution of the lease.

5. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the buildings of the Lessee.
6. **Utilities:** The Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor.
7. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees which the Lessor may establish from time-to-time for Airport services and privileges.

8. Hangar Construction:

- a. Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
- b. Any construction shall be consistent with the Lessor's Hangar Development Guidebook.
- c. The Lessee shall obtain the written approval of the Lessor of all building plans prior to construction and shall further notify the City of Ashland Building Inspector after the framing of the hangar has been completed prior to enclosing it and receive the Inspector's approval before completion. All construction shall comply with all ordinances, proposed zoning restrictions for said airport, and all other orders and regulations relative thereto.
- d. If this lease is for a vacant lot, construction of a hangar facility shall be started within 120 days of the signing hereof and be completed no later than 365 days from the signing hereof. If construction has not begun, or is not completed, as stated, this lease shall expire automatically, and any advance payment be forfeited as liquidated damages. Due to weather considerations, the Airport Commission may grant extensions to the construction start date.

9. Hangar Use: Hangars shall be used for aeronautical purposes, such as:

- a. Storage of airworthy aircraft;
- b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- c. Non-commercial construction of amateur-built or kit-built aircraft;
- d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
- e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- a. Impede the movement of the aircraft in and out of the hangar;
- b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- c. Impede access to other aeronautical contents of the hangar; and
- d. Violate building codes or local ordinances.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

10. Nonexclusive Rights: Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

11. Hangar Maintenance: The Lessee will maintain its hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

12. Obstruction Lights: Whenever determined necessary by the Lessor, the Lessee agrees to install, maintain and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

- 13. Signs:** No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.
- 14. Rules and Regulations:** The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.
- 15. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored with the hangar and Lessee, or Lessee's agent, is not present at the hangar.
- 16. Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from the Lessor.
- 17. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- 18. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- 19. Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
- 20. Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or

- ii. pay the Lessee the fair market value of the building(s)

Snow Removal: The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.

21. Right to Inspect: Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.

22. Hold Harmless: The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

23. Insurance: Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on Lessee's hangar and all furniture, fixtures, equipment and personal property owned by the Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures or equipment which may be attached to or placed upon the Lessor's real estate.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the premises, such insurance to afford minimum protection during the term of this Contract of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this paragraph.

- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.

- b. Any insurance required to be maintained by Lessee under this section may be provided and maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section

24. Abandonment: If the Lessee fails to use the hangar for the purpose of storing aircraft owned by the Lessee for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.

25. Liens and Encumbrances: The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.

26. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon:
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
- c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute
- d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and

improvements shall become the property of the Lessor.

- e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

27. Title: Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Any transfer of title of the building by the Lessee shall be accompanied by a document recorded in the Ashland County Register of Deeds. Upon termination of this lease, the Lessee shall remove the buildings, equipment, and personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.

28. First Right of Refusal: During the term of the lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the term of this paragraph shall continue to apply.

29. Lease Transfer: The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld. Any transfer of the hangar to a third party that is not accompanied by approval of a lease transfer to the third party shall result in requiring the third party to remove all of the buildings, equipment, and property from the leased premises, and to restore the leased premises to its original vacant condition within 90 days. Any structures and improvements not so removed shall become the property of the Lessor.

30. Subordination: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

31. Nondiscrimination: The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. No person on the grounds of race, color, creed, disability, ancestry, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, disability, ancestry, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- 32. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
- 33. Dispute resolution:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be adjudicated in the Circuit Court for Ashland County, Wisconsin, applying the law of the State of Wisconsin.
- 34. Severability:** This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

LESSOR CITY OF ASHLAND

By:

Attest:

Mayor

City Clerk

Personally came before me this _____ day of _____, _____,

_____ and _____, as Mayor and City Clerk,
respectively of the City of Ashland, to me known to be the persons who executed the foregoing instrument, and to
me known to be such Mayor and Clerk of the said City of Ashland, Ashland County, Wisconsin, and acknowledged
the same.

Notary Public

My commission expires: _____.

LESSEE:

Personally came before me this _____ day of _____, _____

the above named, to me known to be the person who executed the foregoing lease and acknowledged the same.

Notary Public

My commission expires: _____.

Ref: 2025-057

COUNCIL AGENDA: 7.D.
(3/11/2025)

SUBJECT: Approve Recommended Amendments to the Utility Disconnection Policy (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Committee

EXHIBITS: 1. Policy: Utility 100 - Utility Service Disconnection - DRAFT of Updates

EXPENDITURES REQUIRED: NA

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:

At their November 14, 2024 and February 13, 2025 meetings, the Public Works Committee (PWC) discussed changes to the Water Utility's Disconnection policy that were proposed by Megan Erickson, Utility Billing Specialist. The changes are intended to better align the policy with Public Service Commission (PSC) regulations governing utility disconnections and make enforcement of disconnections more fair to all customers. Those proposed changes are attached

and highlighted in red, and Ms. Erickson offered an explanation on each change (*italics*). The PWC unanimously recommended the changes for Council approval. Council also approved the changes unanimously at their February 25, 2025 Committee of the Whole meeting.

Policy: Utility 100	Utility Service Disconnection
Date Approved: 7/26/2011	Approving Entity: City Council
Date Revised: TBD	Approving Entity:

100.2 Expectations. The citizens of Ashland have the expectation that those individuals who utilize a community service assume the burden for payment of the services that are consumed. Therefore, pursuant to the intent found in the rules of the Public Service Commission of Wisconsin, a customer's utility service will be disconnected:

“Name switching” where a customer claims to have moved out of a residence to avoid disconnection but continues to reside at the address;

This Change is recommended to bring our Policy in line with PSC verbiage. Name switching is to avoid multiple residents in a home from running up large bills to avoid disconnection.

100.3 Notice of Disconnection of Service. The following steps shall be utilized after the remedies prescribed by the PSCW for gaining the customer's cooperation in paying for the services provided by the Ashland Municipal Utilities have not been successful:

Any utility bill not paid within 20 days of issuance ~~with an account balance due of \$500 or more~~ will be declared delinquent by the Utility. The Ashland Municipal Utilities will mail or personally deliver a notice to all delinquent utility customers indicating the intent of the utility to disconnect service;

Requesting to remove threshold as the Utility has found that customers will make small payments to keep balance under that threshold. Or accounts may take up to 3 cycles to be declared delinquent while others may only take one. Removing threshold will bring all accounts to be treated equally for which any balance that is not paid in full within 20 days is declared delinquent and will receive a disconnection notice.

The Utility will issue a disconnection notice for all other causes for disconnection unrelated to nonpayment 10 days prior to the scheduled disconnection;

This too is to bring us more in line with PSC verbiage. Additionally, this will cover any disconnections needed for refusal of entry.

A Utility staff member will make a reasonable effort to contact the customer via phone or in person prior to disconnection of service. The utility will document all contacts and attempts to contact customers. If the disconnection is not made within 20 days of issuance of the first notice, a second notice will be issued no less than 24 hours and no more than 48 hours of the intended disconnection date.

No change requested. However, would like Council to understand the process. Once a bill is declared delinquent, we send out a notice. During the Moratorium, this is just a past due notice. Between April 15th-November 1st, this notice will be in the form of a

disconnection notice, advising of the disconnection date in 10 days. After 5 days, we will be using our new Customer Portal to track a second contact attempt to each customer who has not contacted us or paid their balance in full, reminding them of the balance and disconnection date. 24 hours before the scheduled disconnection, each property will have a door tag placed at entrance to advise staff will be onsite between 8am-12:30pm the following day to perform disconnection and services will not be restored until after payment is received or a DPA in place.

100.7 Tax Lien. Any delinquent bill remaining after November 1, ~~2010~~ will be attached to the property tax bill of the property served pursuant to Chapter 66.0809(3), Wisconsin Statutes.

Removal of 2010. If Council would like to move to approve policy annually, we can update the date. Otherwise, I would recommend leaving the date blank and reviewing policy at a PW committee on a regular basis and having Council approval as needed.

100.8 Reconnection. Any disconnected utility service will be reconnected upon:

Services will be reconnected the same day for customers who make payment prior to 3:00pm on the date of disconnection. Customers who make payment after 3:00pm will have services reconnected the following day unless customer agrees to pay after hours connection fee.

Reconnection is not required immediately upon payment. PSC recommends that reconnections be done in a reasonable timeframe. Since Operations closes at 3:30pm and the Payment office closes at 4:00pm, we felt it was necessary to establish a timeline for reconnections to avoid unnecessary call out pay or staff overtime. Additionally, Utility policy is that someone must be on site to perform the reconnections to ensure water not inadvertently left on that could cause potential damage if left unchecked for any prolonged period of time. Providing for a same day service deadline will allow the Utility to best plan for staffing as well as provide an educational experience to customers. Staff will remain available for disconnections until the Payment office closes at 4:00pm. Customers who contact the emergency line after hours to have services reconnected are required to wait until the office opens at 7am to have any claims of payments verified before operations can turn services back on.

100.9 Deferred Payment Agreements. The Ashland Municipal Utility will offer a deferred payment agreement with residential utility customers who are unable to pay their bill in full prior to considering disconnection of service.

The customer does not have a cancelled Deferred Payment Agreement in the last two (2) years.

- a- Customers with a cancelled Deferred Payment Agreement within the last two (2) years will be required to supply a higher down payment and/or repayment term may be no more than 6 months.*

This is to avoid customers from setting up and failing to honor their DPA. In 2022, we began using a better tracking system for DPAs. We set up 2 accounts, 1 was cancelled and 1 was paid off. In 2023, we set up a total of 39 DPAs: 8 were paid off, 31 cancelled

for nonpayment. In 2024 we set up 72 DPAs: 7 are still active, 9 were paid off, and 56 were cancelled. Of the 56 cancelled DPAs in 2024, 14 of them were customers who also had their 2023 DPA cancelled.

Tenants wishing to enter into a Deferred Payment Agreement must have landlord approval before the payment plan can be executed.

If the landlord refuses to allow the tenant to enter a payment plan, the Utility shall not set up any type of payment arrangement and the Tenant must pay the delinquent balance in full to avoid disconnection or to have services reconnected.

The Utility is not required to provide any DPA for a tenant account. However, the Utility does not know the terms of leases with residents to know if a DPA request is at the end of a tenancy, if there are multiple roommates on the lease, etc. Additionally, any unpaid amount is subject to the Landlord's property taxes. As such, we want to ensure the landlords are fully aware of any potential inclusion of balance to their taxes. In comparison, we cancelled 17 tenant DPA accounts in 2023 and 22 in 2024; only 3 tenants paid their DPA in 2023 and only 5 in 2024.

~~A payment schedule to amortize the delinquent portion of the bill to permit it to be paid off by October 20th. The repayment schedule can be no longer than 12 months.~~

Payment terms can be set up with a Monthly or Bimonthly due date, but will still require the customer to pay the bimonthly balance in full.

Both of these requests are to help the Utility work with the customer and their budget. By eliminating the October 20th deadline, we provide more opportunity for the customer to catch up and potentially keep a balance from inclusion on the tax roll.

We have also been able to identify DPA billing cycles do not have to run concurrently with the regular billing. Providing the opportunity to have a DPA payment due in the opposite months of their regular invoices or even provide for a monthly payment can help ease financial constraints. We currently have 4 of the 7 active DPAs on Monthly payments

- a) A customer who misses a deferred payment agreement payment will be considered for disconnection of service pursuant to Section 100.3.

No change, but more informational for Council: DPAs are reviewed monthly. To be considered current, they must not have a past due balance of any kind. If the customer does have a past due balance, the Utility sends a reminder notice to the customer, advising they have 10 days to bring the balance current. After 10 days, if the balance is still not current, the Utility will send out a disconnection notice, advising that if the past due balance is not paid in full, services will be disconnected and their DPA cancelled. We follow the same process as the regular disconnections with a 5-day phone call and a 24 hr door tag. If they still do not bring their balance current, we cancel the DPA and they will need to provide for an even large down payment or higher monthly payments depending on what was initially set up or what their landlord approves.

Ref: 2025-058

COUNCIL AGENDA: 8.A.
(3/11/2025)

SUBJECT: Approve an Ordinance to Amend Chapter 51 (1841) City Council
Procedures, Ashland City Ordinances (*Clerk*) Roll

RECOMMENDATION: Approval

**DEPARTMENT OF
ORIGIN:** City Clerk

CLEARANCES: City Attorney

EXHIBITS: 1. Proposed Sequential Ordinance 2025-2012

**EXPENDITURES
REQUIRED:** NA

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:

During the February 25, 2025 Committee of the Whole, Council considered moving the City Administrator's Report item from the Committee of the Whole meeting agenda to the City Council meeting agenda. Bringing this item closer to the beginning of the meeting may allow for better communication and information to the public at that time of the meeting.

It was also noted to update the outline of the agenda within Chapter 51.09 Order of Business to

follow what has customarily utilized for Council meetings. Item 51.09(j) Future Items for Discussion has become part of the Committee of the Whole agenda. If the Council agrees, this should be stricken from the order of business of the Council agenda.

Council approved to forward the item to the Council agenda to formally pass the ordinance amendment.

Sequential Ordinance No. 2025-2012

ORDINANCE TO AMEND CHAPTER 51 (1814) CITY COUNCIL PROCEDURE, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of March 11, 2025, for the purpose of amending Chapter 51 (1841) City Council Procedure, Ashland City Ordinances as follows:

SECTION I

51.09 Order of Business *will be amended to read as follows:*

At all regular meetings, the following order shall be observed, unless otherwise provided in the approved agenda. The order of business may be changed by a majority of the Common Council during the approval of the agenda. No business may be taken up out of order except by majority consent.

- a) Call to order.
- b) Roll Call, Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and Pledge of Allegiance.
- c) Approval of the Agenda.
- d) Approval of previous Council meeting minutes.
- e) Citizen Participation Period.
- f) Mayor's Report, Announcements and Appointments.
- g) City Administrator's Report and Announcements
- h) Consent Agenda to include reports or minutes of Committees, Commissions, Boards, and items unanimously approved by Committee of the Whole.
- i) Other business.
- j) Adjournment.

SECTION II

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED: March 11, 2025

PUBLISHED: March 20, 2025

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, City Attorney

Ref: 2025-059

COUNCIL AGENDA: 8.B.
(3/11/2025)

SUBJECT: Approve a Professional Services Agreement between the City of Ashland and Managing Results, LLC. for Strategic Planning Consulting (*Administraion*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Attorney

EXHIBITS: 1. Managing Results, LLC Professional Services Agreement

EXPENDITURES REQUIRED: Not to Exceed \$30,000

AMOUNT BUDGETED: \$30,000

APPROPRIATION REQUIRED: \$ 0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 6, 2025 that Managing Results LLC 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 this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Staff implemented the City's current strategic plan in 2021-2022. Being a five-year plan, the Administrator is initiating a review of the plan to update goals for the next five years.

Managing Results, LLC assisted the City in 2021 by guiding administration, Council and lead

staff to recognize and prioritize goals for the City to assist with projects and budgeting. Administration would like to continue to use Managing Results, LLC, as they are familiar with the City's dynamics and personality.

During their February 25, 2025 Committee of the Whole meeting, Councilors unanimously approved to forward the agreement to Council for formal approval.

MANAGING RESULTS, LLC.
PROFESSIONAL SERVICES AGREEMENT

Consulting Services to facilitate development of Ashland, WI Strategic Plan

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of the date hereinafter set forth by and between THE CITY OF ASHLAND, WISCONSIN (City), and Managing Results, LLC. a Colorado Corporation (Consultant).

WITNESSETH:

WHEREAS, it is the City's desire to develop a results-based, customer-focused City Strategic Plan that will focus on results for customers and engage elected officials, leadership and employees from across the organization; and

WHEREAS, it is the City's goal to use its City Strategic Plan to drive focus and alignment across the organization, accountability and the type of analytical decision making necessary for successful implementation; and

WHEREAS, it is the City's desire to hire a consultant to facilitate the development of its Citywide Strategic Plan;

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed by the parties as follows:

1) Scope of Consulting Services

The City hereby appoints and engages Consultant to provide the following:

City Strategic Plan Process

MR recommends the following steps to create an Implementation Plan for the City of Ashland's Strategic Plan.

➤ **Review Documents and Materials to Identify Issues and Trends that will Impact Residents and the City of Ashland Government**

A senior MR Consultant will review materials and documents to gain a sense of the Issues that are important and a history of the accomplishments and values that have governed the City of Ashland.

Documents will include but are not limited to existing Strategic Plans and updates, the *Authentic Ashland* Comprehensive Plan, Capital Facility Plan, financial projections, current and recent budgets, performance reports, City Council actions, policies and statements, press and media articles, public surveys, employee surveys, demographic information, economic development plans and projections, land use plans, economic analysis and plans, other reports on topics such as education, health, environment, arts and culture, tourism, etc.

➤ *Interviews with the Mayor, City Council and City Administrator*

A senior MR Consultant will interview the Mayor, City Council and City Administrator. These interviews will illuminate and document the perspectives of Leadership, which will then guide the planning process. These one-on-one interviews will focus on two primary questions:

- What are the most important Issues the residents of Ashland and the City government will be facing over the next 2-5 years?
- What results do you want to be able to say have been accomplished 2-5 years from now?

An MR consultant will compile the information from the interviews and identify the common Issues and Trends identified by the Mayor, City Council and City Administrator.

➤ *Facilitated Focus Group Session*

A senior MR Consultant will facilitate a virtual Focus Group Session with Department Directors. The senior MR Consultant will facilitate the conversation with the group via a virtual meeting software such as Google Meets, Zoom, etc. The Focus Group Sessions will illuminate and document the perspectives of these stakeholders, which will then inform the planning process. These facilitated focus group session will focus on the primary question:

- What are the most important Issues the residents of Ashland and the City government will be facing over the next 2-5 years?

An MR consultant will compile the information from the Focus Group Sessions and identify the common Issues and Trends identified by the group.

➤ *Facilitated Strategic Planning Retreat*

In a 2 day Strategic Planning Retreat, two of MR's most senior consultants will facilitate the Mayor, City Council, City Administrator, and key staff to develop the City Strategic Plan through the following steps:

- Orientation and overview of the planning process and desired results.
- MR will compile the Issues and Trends identified in the Document Review, Interviews, and Focus Group Session that will have a major impact on the residents of Ashland and the City Government over the next 2-5 years. The Planning team will review and assess the internal and external environment.
- The Planning Team will identify 3-5 Strategic Priorities that will emerge from the Issues identified and update the City Strategic Plan. These are broad categories of focus within which

measurable Strategic Goals will be established. Example strategic priorities might include categories like Economic Development, Sense of Place, City Infrastructure and Facilities, etc.

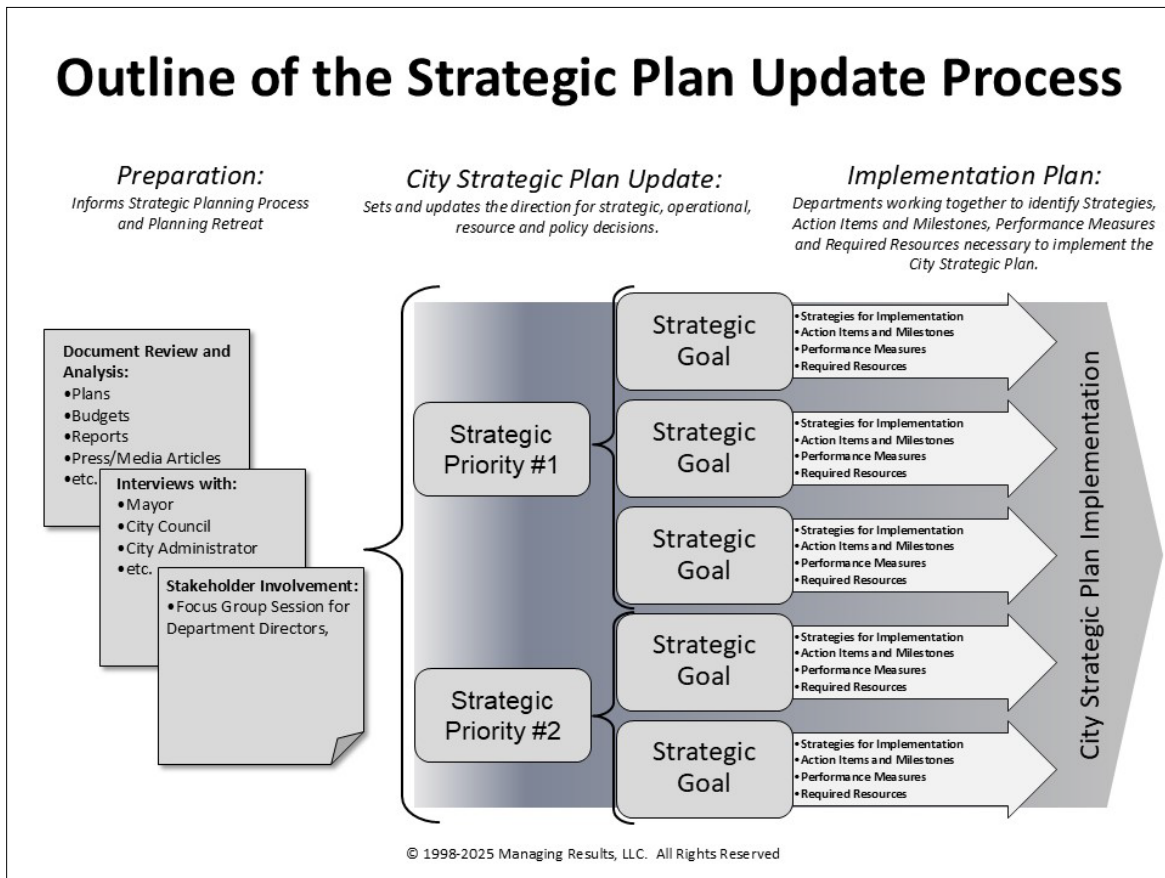
- The Planning Team will identify Measurable, Customer-focused Strategic Goals and objectives for/within each Priority with a 2-5 year timeframe, and where appropriate either add Strategic Goals and/or update those in the current Plan. The Strategic Goals are specific and measurable goals that often require the collaboration of multiple City departments to accomplish and are expressed in terms of what the community or a specific customer group will experience (results).

MR facilitates the development of strategic plans in a way that is built on consensus, which means that no votes are taken. The Strategic Priorities provide ample room for individual Councilmember's desired results to be included - built on consensus of the City Council.

➤ Preparation of Draft Strategic Plan Document

Following the Strategic Planning Retreat, MR will transcribe the Priorities and Strategic Goals and deliver a draft Citywide Strategic Plan document to the City Administrator and the City's Project Manager. MR will review the draft Citywide Strategic Plan with the City Administrator and City's Project Manager.

Project Flow Chart



2) Compensation

Consultant shall be compensated in an amount not to exceed \$30,000 for those services previously described in detail in Section 1 of this Contract. Billings, supported by detail, showing party providing the services, date services were performed, description of services, and applicable fees (as detailed in the attached exhibit: Fee Structure) not to exceed \$30,000 will be submitted following each task as outlined in the Fee Proposal Breakdown by Task and all Consultant invoices will be paid in 15 days.

3) Indemnification

Consultant will comply with the indemnity requirements as follows:

Consultant agrees to defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, or bodily injuries to or death of any person or persons, to the extent caused by the negligent acts or omissions of Consultant, including, without limiting the generality of the foregoing, its partners, employees, representatives, contractors or agents, in connection with the audit. Provided, however, Consultant shall not be liable thereunder for any loss or expense occasioned by the negligent acts or omissions of the City or its officers, agents, and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions, or proceeding. Further, the termination, cancellation, or expiration of this Contract shall not affect the obligations and rights established which the parties expressly agree will survive compensation, cancellation, termination, and expiration.

4) Venue and Applicable Law

The City and Consultant hereby agree that any dispute which may arise between or among them arising out of or in connection with this Contract shall be adjudicated before a court located in Ashland County, Wisconsin. The City and the Consultant hereby submit to the exclusive personal jurisdiction of the state or federal courts located in Ashland County, Wisconsin with respect to any action or legal proceeding commenced by any party to the Contract. The City and Consultant consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the addresses set forth in paragraph number 5. This Contract shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

5) Notices

Notices to the parties hereto shall be in writing, personally served, faxed with receipt confirmation or sent by first-class US mail with return receipt to:

City: Matthew MacKenzie, Mayor
Ashland City Hall
601 Main Street West
Ashland, WI 54806

Consultant: Jeremy Stephens, Vice President
Managing Results, LLC
2758 Stephens Road
Maryville, TN 37803
865-567-5192

or to such other official address as the parties hereto may from time to time specify in writing.

6) Complete Agreement

This Contract expresses the entire understanding and complete agreement between the City and Consultant concerning the subject matter hereof. Neither the City nor Consultant has made or shall be bound by any agreement, statement or any representation to the other concerning the subject matter hereof which is not set forth in this Contract.

7) Modifications

This Contract can be modified by signed, mutual consent of both parties.

8) No Waiver or Modification

No waiver or modification of this contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the parties hereto. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

9) Cancellation

The City and Consultant may cancel this Contract upon thirty (30) days written notice to the other party. Such notice shall be deemed to be effective when received. Upon cancellation hereof, the City will pay Consultant all fees earned up to date of cancellation and Consultant will turn over to the City copies of all City documents in its possession.

10) Assignment

Neither this Contract nor any claims, rights or obligations relating to it may be assigned, sublet, or transferred by a party hereto unless approved in writing by the other party.

11) Independent Contractor Status

The parties hereby acknowledge and covenant that Consultant is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Consultant. All such taxes, if due, are the responsibilities of Consultant and will not be charged to the City. Consultant agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Contract.

12) Confidentiality

Consultant acknowledges that in the course of providing services, Consultant may become privy to valuable information of a confidential and proprietary nature relating to the City's activities. All information Consultant becomes privy to as a result of this Contract should be treated confidential and shall not be divulged by Consultant to any third person or entity without the express written consent of the City.

13) Validity

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.

14) No Waiver

The failure or neglect of the City to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Contract, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

15) Electronic Transmittals

During the course of this Contract, Consultant or City may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. The City and Consultant agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between the City and Consultant and outside specialists or other entities engaged by either Consultant or City.

16) Exhibits

Attached to this contract are a Fee Schedule and a Certificate of Insurance from Consultant.

17) Intellectual Property Ownership, Use and Disclosure

The City and Consultant acknowledge and agree as follows:

Consultant Methodology (both standard and modified) is the proprietary intellectual property of Consultant. The Consultant methodology contains, and is imbedded in various methodologies, trade secrets, software, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of Consultant. Much of the Consultant Methodology is contained but is not limited to the copyrighted Managing Results Resource Guide to Strategic Business Planning. City may use it only for its own internal purposes and shall keep the Consultant Methodology confidential, and under no circumstances will the City or other staff or agencies of the City, except as agreed by Consultant in writing, disclose the Consultant Methodology to other third parties, either individuals, or governmental or private sector organizations. All changes or derivative work made to the Consultant Methodology shall remain the exclusive property of Consultant. Notwithstanding the foregoing; all information produced by the City utilizing the Consultant Methodology, including the Citywide Strategic Plan, shall be considered the exclusive property of the City.

IN WITNESS WHEREOF, the City of Ashland, Wisconsin and Managing Results, LLC has made and executed this Contract, this ____ day of _____, 2025.

MANAGING RESULTS, LLC:

2758 Stephens Rd
Maryville, TN 37803
(865) 567-5192

CITY OF ASHLAND, WISCONSIN:

601 Main Street West
Ashland, WI 54806
(715) 682-7071

JEREMY STEPHENS, VICE PRESIDENT:

MATTHEW MACKENZIE, MAYOR:

Signature

Signature

DATE:

DATE:

EXHIBIT

Proposed Fee Structure

Strategic Planning Process: Tasks	\$
➤ <u><i>Project Planning</i></u> Includes working with City Leadership and the City's Project Manager to confirm the Citywide Strategic Planning process and establish detailed schedule and timeline of events. Includes ½ day (4 hours) of working with City Leadership and the City's Project Manager, 1 consultant at a cost of \$1,200.	\$1,200
➤ <u><i>Document Review</i></u> Includes review of existing City materials and documents. Includes 1/2 day (4 hours) of review, 1 consultant at a cost of \$1,200.	\$1,200
➤ <u><i>Individual Interviews with Mayor, City Council and City Administrator</i></u> Includes (9) individual interviews with the Mayor, City Council and City Administrator to discuss emerging issues facing the community and results most important to achieve over the next 2-5 years and beyond. Includes a little over 1½ days (13.5 hours) of interviews, 7 hours of compiling the information, 1 consultant at a cost of \$6,150.	\$6,150
➤ <u><i>Facilitated Focus Group Session</i></u> Includes (1) virtual Focus Group Session with Department Directors to gather information, insight, and recommendations related to the Citywide Strategic Plan. Includes the equivalent of ½ day for prep and the actual Focus Group with 2 consultants (4 hours x 2), and ½ day (4 hours) of compiling the information, at a cost of \$3,600.	\$3,600
➤ <u><i>Facilitated Strategic Planning Retreat</i></u> Includes Assessment of the Future Discussion and Review, Strategic Priorities, measurable Strategic Goals and Objectives. Includes 1 day of preparation (8 hours), 2 days for the onsite Planning Sessions, 2 consultants (32 hours) at a cost of \$12,000.	\$12,000
➤ <u><i>Preparation of Draft Strategic Plan Document</i></u> Includes compiling and delivery of draft City-wide Strategic Plan Includes ½ day (4 hours) of compiling the information and work product from the Strategic Planning Retreat, 1 consultant at a cost of \$1,200.	\$1,200
Total Price for Strategic Plan Update	\$25,350

Fee Proposal Summary

Strategic Planning Process	\$
Total Labor Price for Strategic Plan Update	\$25,350
+ Travel Expenses for Facilitated Strategic Planning Retreat	\$4,650 or less
<u>TOTAL NOT-TO-EXCEED PRICE</u>	<u>\$30,000</u>

Note: Travel costs are estimated using present market prices and the per diem lodging and food rates as set by the U.S. General Services Administration. Only actual travel costs will be submitted for reimbursement.

Ref: 2025-060

COUNCIL AGENDA: 8.C.
(3/11/2025)

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: Airport Commission

EXHIBITS:

1. Proposed Resolution No. 17819
2. Proposed Improvements for JFK Memorial Airport

**EXPENDITURES
REQUIRED:** NA

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 which was held on January 28, 2025. The City Clerk confirms that a Type I 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 media.

This item was discussed at the January 10, 2025 Committee of the Whole meeting and recommended being forwarded to this Council meeting for formal approval. The item was discussed at the Airport Commission's January 23, 2025 meeting and approved unanimously, as well as the February 18, 2025 Plan Commission meeting. Council approved the resolution at their February 25, 2025 Committee of the Whole meeting.

The attached proposed resolution has been red-lined to affirm items which are not included in the intention of the airport's near future improvements. This item also requires a public hearing at the Ashland County level and approved by the Ashland County Board of Supervisors before the resolution can be submitted to the BOA.

RESOLUTION No. 17819

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: March 11, 2025

ATTEST:

Charlie Ortman, Council President

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, 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 March 11, 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

Proposed projects in this list provide a scope of future improvements for the upcoming six-year period. Each project is subject to available funding, planning, review, and approval on an individual basis.

1. Rehabilitate/Reconstruct Runway 2/20, including lighting and signs (Beginning May 2025);
 - Funded 90% Federal, 5% State, 5% City/County
 - Last Rehabilitation in 1996
 - Will not extend or widen the current runway
2. Rehabilitate/Reconstruct Runway 13/31, including lighting and signs;
 - Projected funding 90% Federal, 5% State, 5% City/County
 - Design to begin in 2026, Construction planned for 2028
 - Will not extend or widen the current runway
3. Install Precision Approach Path Indicators (PAPI) for Runway 13;
 - Increased visibility for landing aircraft in poor weather conditions
4. Convert Runway 20 Precision Approach Path Indicator to LED;
 - More energy efficiency, improve visibility
5. Install Runway End Identifier Lights (REIL) for Runway 13/31;
 - Increased visibility for landing aircraft in poor weather conditions
6. Reconstruct/Rehabilitate/Construct Taxiways/Taxilanes, including lighting and signs;
7. Pavement maintenance and markings;
8. Automated Weather Observation System (AWOS) improvements;
9. Wind Cone and segmented circle improvements;
 - Replace wind cone pole and improve lighting
10. Construct/Rehabilitate/Reconstruct/Purchase snow removal equipment storage building, including drainage improvements;
 - Possibility to add additional vehicle stall
11. Replace/enhance/improve/expand/purchase fuel system, including containment;
 - Ongoing maintenance and periodic inspections
 - Improvement to containment measures
12. Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work

13. Reconstruct/Rehabilitate/Expand apron;
 - Expand concrete pad for additional heavy aircraft parking
14. Purchase mowing equipment;
15. Purchase snow removal equipment;
16. Rehabilitate/Expand/Construct terminal building;
 - Crack seal log structure
 - Install more energy-efficient windows
17. Prepare Airport Master Plan;
18. Update Airport Layout Plan, including bringing Exhibit A Property Map to standards;
19. Rehabilitate/Reconstruct/Construct fencing/gates;
20. Rehabilitate/Reconstruct/Construct hangar(s);
 - Improvements to City/County owned hanger
21. Construct Drainage improvements;
22. Conduct airport boundary survey;
23. Conduct wildlife site visit update;
24. Rehabilitate/Reconstruct/Construct entrance road;
25. Rehabilitate/Reconstruct parking lot(s);

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 Bureau of Aeronautics

Ref: 2025-061

COUNCIL AGENDA: 8.D.
(3/11/2025)

SUBJECT: Consider Approval of a Professional Services Agreement between the City of Ashland and Short Elliott Hendrickson Inc for Engineering Services for the 2025 Ellis Avenue Watermain Replacement Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Agreement for Professional Services between City of Ashland and Short Elliott Hendrickson Inc.

EXPENDITURES REQUIRED: \$86,750 - Engineering Services

AMOUNT BUDGETED: -\$0-

APPROPRIATION REQUIRED: \$86,750 - Fund 680 Water Utility WI DNR Safe Drinking Water Loan (FY 2025)

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that Short, Elliott, Hendrickson Inc is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The Mayor and/or Clerk have consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed construction project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The Ellis Avenue Watermain Replacement Project consists of the replacement of existing watermain along Ellis Avenue in coordination with the Wisconsin Department of Transportation (WI DOT) project for pavement replacement on Ellis Avenue from US 2 to the City Limits.

The City has existing utilities throughout Ellis Avenue and the pavement replacement project offers a cost effective opportunity for replacement in order to ensure reliability of service and avoid future emergency repairs of the highway as a result of watermain breaks.

At the June 28, 2022 meeting, the Council approved entering into an agreement with Short, Elliot, Hendrickson (SEH) for watermain design. The work was including in WI DOT bidding in Fall 2024 and is currently scheduled for construction in Spring 2025. The City is working with SEH to finalize funding for the project under the Safe Drinking Water Loan Program.

The WI DOT has certain requirements for inspection, documentation and reporting for watermain facilities installed in the highway and SEH has expertise in these processes. Niles Fetter, Civil Engineer-Streets, is assigned to the Ellis Avenue project and will be involved in providing these services as well, reducing SEH's cost where practical.

The Public Works Department recommends entering into an agreement with SEH for engineering services at a cost not to exceed \$86,750.

Agreement for Professional Services

This Agreement is effective as of March 3, 2025, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **STH 13/Ellis Avenue Water Main Construction Services**

Client's Authorized Representative: John Butler

Address: 2020 6th Street East, Ashland, Wisconsin 54806, United States

Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Bryan Cunningham, PE (WI)

Address: 326 South Main Street, Suite 100, Rice Lake, Wisconsin 54868

Telephone: 715.861.4987 **email:** bcunningham@sehinc.com

Project Understanding:

Consultant understands that the Client would like SEH to perform engineering services during construction of the water main on the STH 13/Ellis Avenue project. This agreement covers the service as described below.

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached Exhibit A-1 and Exhibit B, and the General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Task 1 – Construction Services

1. Construction engineering and administration
 - a. Attend the preconstruction conferences, as scheduled for overall WisDOT STH 13 project.
 - b. Provide Resident Project Representative (RPR) services of construction activities (approximately 4-5 days per week for 5-7 weeks, totaling an estimated **300 hours** of field staff on site)
 - c. Document measurements, construction activities, and quantities
 - d. Attendance of construction progress meetings if they occur during the period of water main installation.
 - e. Communicate with contractor and WisDOT construction staff on project coordination and quantities.
2. Construction Staking of Water Main improvements
 - a. Field layout staking of water main, hydrants, and other new water components
 - b. Estimated as two (2) trips for staking by surveyor
3. Collect measurements and as-built information for preparation of record drawings of the water related work

Additional Services: These services are not included in the estimated fee. If requested by the Client, Consultant will complete them on a time and materials basis at Consultant's current rates.

1. DNR Safe Drinking Water or LSL loan application, coordination, or administration.
2. Design Engineering. The Engineering Design contract previously in place for the Ellis Avenue / STH 13 water main project remains in effect for other engineering related tasks as required until the full completion of the project.
3. RPR observation of project components outside of water main and service related, such as storm or sanitary sewer, grading, streets, or restoration.

Schedule: Our services will begin upon the approval of this agreement. Tasks will be completed during the upcoming STH 13/Ellis Avenue construction project, which is expected in April, May and June of 2025. Included with the services are approximately **300 hours** of on-site RPR. If there are delays or extensions in the Project that are beyond Consultant's control, Client agrees to grant additional time to complete the services.

Payment:

The fee is hourly estimated to be **\$86,750** including expenses and equipment.

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

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

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

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

Short Elliott Hendrickson Inc.

City of Ashland

By: 

By: _____

Full Name: Daniel A. Penzkover, PE (WI, MI, IL)

Full Name: _____

Title: Client Service Manager

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 3, 2025

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between City of Ashland, Wisconsin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 3, 2025

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

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

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

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

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

D. Assignment

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

E. Dispute Resolution

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

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

Ref: 2025-062

COUNCIL AGENDA: 8.E.
(3/11/2025)

SUBJECT: Approve an Ordinance to Amend Chapter 612 (1046) Street And Utility Construction Standards And Special Assessment Policies, Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Attorney

EXHIBITS:

1. Proposed Ordinance 2025-2013
2. Special Assessments Changes - February 25, 2025

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: Advance to Council for formal approval

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Council as Committee of the Whole previously discussed and approved this item to move forward to the Council for formal approval.

SUMMARY STATEMENT:

The Council discussed proposed changes to the City's special assessment ordinances and policy at the January 14, January 28, and February 25, 2025 meetings. These discussions followed a Public Works Committee (PWC) recommendation to make changes to the City's special

assessment to finance 12.5% of the total estimated project cost for street reconstruction projects. Staff estimated that these changes would provide approximately \$190,000 in revenue at an average cost per property owner of \$4,300. The costs would also be repayable over a ten-year period and subject to interest at approximately 3% annually.

There has been discussion and disagreement on the specific percentage of project costs to be financed via special assessment but general consensus that the best means to increase the amount of project costs financed by special assessment, in any percentage, is to amend City Ordinance 612 to incorporate street construction costs as a cost eligible for special assessment.

Katie Posewitz from the City Attorney's office has drafted the attached proposed changes. The proposed changes do not specify what percentage street construction costs would be levied at. See below for detail on that point. Ms. Posewitz has confirmed there is no legal issue with incorporating street construction costs as an item eligible for special assessment, that the statutory procedure for levying special assessments for street costs is identical to the City's current procedure for sidewalk costs, and that the City can legally levy special assessments under its police power for any municipal work or improvement as long as the assessed property is benefited by the project and the amount of the special assessment is reasonable.

In addition, the Public Works Director has explained that City Ordinance 612 currently allows for the assessment of several items of construction, such as storm sewer, watermain, sewermain, and water laterals that the City is not currently in the practice of levying special assessments for. Ms. Posewitz has advised that it would be best to leave these items in the Ordinance to allow the City flexibility in the future. Ms. Posewitz has further advised that the City modify the Ordinance to allow special assessments for street construction and specify the procedure for levying special assessments.

Ms. Posewitz's advice is based on the fact that Wisconsin Statute 66.0703 requires Council oversight and approval of all special assessments, including overall cost and percentage of total project cost financed via special assessments. Ms. Posewitz has advised that the proposed changes would allow the City to levy special assessments including a portion of street costs for the upcoming Chapple Ave project. Ms. Posewitz and the Public Works Director also agree that the process required by Wisconsin Statute 66.0703 provides sufficient opportunity for the Council to direct on a project by project basis what percentage of project costs will be financed by special assessment.

The Public Works Director plans to work with the Public Works Committee to develop policies to detail special assessment of street construction costs to inform future project work. These policies will be brought to the Council for review and possible approval in Summer 2025.

The Public Works Director recommends approval of the attached changes to Ordinance 612 to allow the process of special assessments for 2025 projects to begin. Ms. Posewitz will be in attendance at the meeting to answer any questions.

The attached Ordinance to amend Chapter 612 remains red-lettered to draw attention to the proposed changes.

Sequential Ordinance No. 2025-2013

ORDINANCE TO AMEND CHAPTER 612 (1046) STREET AND UTILITY CONSTRUCTION STANDARDS AND SPECIAL ASSESSMENT POLICIES, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of March 11, 2025, for the purpose of amending Chapter 612 (1046) Street and Utility Construction Standards and Special Assessment Policies, Ashland City Ordinances as follows:

SECTION I

612.20 Street Construction Standards *shall be amended to read as follows:*

b) General

(4) No utility trenches shall be cut into newly paved streets within five (5) years from date of final surfacing except in an emergency. However, the **City Administrator** and the Director of Public Works at their discretion, may jointly permit cuts into a new street and permits will be issued by the **Public Works Department as a Right of Way permit**.

SECTION II

612.30 Policy for Special Assessments for Capital Improvements *shall be relettered and amended to read as follows:*

- a) General. This policy shall provide the basis for special assessment to property owners for sanitary sewer, watermain and utility service construction, sidewalk and driveway entrances **and street construction**. **It is understood that the Common Council has the authority to deviate from the special assessment percentages listed in this section as the Common Council may determine to be reasonable and just under the circumstances.**
- b) Definitions.
1. Abutting Frontage - The part of a lot, parcel or property which abuts or fronts on an improvement.
 2. Long Frontage - The long dimension of a corner lot regardless of the house orientation.
 3. Short Frontage - The short dimension of a corner lot regardless of the house orientation.
 4. Irregular Lot - A lot within a subdivision abutting a cul-de-sac or curbed street approximately equal in area to other lots within the subdivision; however, having unusually short abutting frontage in comparison to the other lots.
 5. Building Setback Line - A line 25 feet from the street right-of-way line.
 6. Remote Lots - Lots or parcels without abutting frontage which receive benefit from the improvement.
 7. Subdivision - As defined in Chapter 236, Wis. Stats.
 8. Street Construction - **Street construction activities which may include the removal of existing street surface, saw cutting, excavation, removal/replacement of trees, curb and gutter, installation of granular subbase, aggregate base, soil reinforcement, construction of new or replacement surfaces and associated restoration. Construction of a new or replacement street surface may consist of the installation of new asphaltic or concrete surface on new or existing base, aggregate base, or the partial replacement/resurfacing of existing asphaltic surface on existing aggregate base, including adjustment of existing manholes or other metal casings.**

c) Authority to Levy Special Assessments.

1. The City, by resolution of the Common Council, may levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon such property by any municipal work or improvement and may provide for the payment of all or any part of the cost of the work or improvement. In addition to other methods approved by law, special assessments for any public work or improvement or any special charge for current services may be levied in accordance with the provisions of this chapter.
2. The amount assessed against any property for any work or improvement representing an exercise of the police power, the assessment shall be upon a reasonable basis as determined by the Common Council.

d) Costs that May Be Paid by Special Assessments

The cost of any work or improvement to be paid in whole or in part by special assessment on property may include the direct and indirect cost thereof, the damages occasioned hereby, the interest on bonds or notes issued in anticipation of collection of the assessments, a reasonable charge for the services of the administrative staff of the city and the cost of any architectural, engineering, and legal services and any other item of direct or indirect cost which may be reasonably attributed to the proposed work or improvement. The amount to be assessed against all property for any such proposed work or improvement shall be apportioned among the individual parcels in the manner designated by the Common Council.

e) Special Assessment Procedure

1. Preliminary Resolution: Whenever the Common Council shall determine that any public work or improvement shall be financed in whole or in part by special assessments levied under this chapter, it shall adopt a resolution stating its intention to exercise its special assessment powers for a stated municipal purpose under its police power. The resolution shall describe generally the contemplated purpose, the limits of the proposed assessment district, the time, either before or after completion of the work or improvement when the amount of the assessments will be determined and levied, the number of installments in which the special assessments may be paid, the rate of interest to be charged on the unpaid balance and direct the proper municipal officer or employee to make a report on the proposal. Such resolution may limit the proportion of the cost assessed.

2. Report:

(a) The report required by this subsection shall consist of:

- i. Preliminary or final plans and specification
- ii. An estimate of the entire cost of the proposed work or improvement.
- iii. A statement that the property against which the assessments are proposed is benefited and where the work or improvements constitute an exercise of the police power that the assessments are upon a reasonable basis.
- iv. A statement of the special assessment to be levied against each parcel of property. In preparing the report, this Ordinance and the City's special assessment policy, if applicable, shall be used to determine the costs to be assessed and the allocation of the special assessments.

- (b) The provisions of Wis. Stat. § 66.0703, as amended, shall apply to special assessments levied under this chapter, except that when the Common Council, determines, by resolution, that the hearing on the assessments shall be held subsequent to the completion of the work or improvement, then the report shall contain a statement of the final cost of the work or improvement in lieu of an estimate of the cost.
- (c) A copy of the report when completed shall be filed with the City Clerk for public inspection.

- 3) Notice: Upon completing and filing of the report, the City Clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district, including in the discretion of the Common Council, a small map, the place and time at which the report may be inspected, and the place and time at which all interested persons, may appear before the Common Council to be heard concerning the matters in the preliminary resolution and report. The notice shall be published as a Class 1 notice and a copy shall be mailed, at least 10 (ten) days before the hearing to every interested person whose mailing address is known or can be reasonably ascertained.
- 4) Hearing: The hearing shall commence not less than 10 (ten) days nor more than 40 (forty) days after publication. After the hearing, the Common Council may approve, disapprove or modify, or it may refer the prepared report back to the designated officer or employee with directions to change the plans and specifications.
- 5) Final Resolution: When the Common Council determines to proceed with the work or improvement, it shall approve the plans and specifications and adopt a final resolution directing that the work or improvement be carried out and paid for in accordance with the report as finally approved. The final resolution shall be published as a Class 1 notice and mailed to every interested person whose mailing address is known or can be reasonably ascertained.
- 6) Appeal: Any person against whose property a special assessment is levied under this chapter may appeal as provided for in Wis. Stat. §66.0703(12) within 90 (ninety) days of the date that the notice of the final determination of the Common Council has been given.
- 7) Lien. Pursuant to Wis. Stat. § 66.0703(13), any special assessment levied under this chapter shall be a lien on the property against which it is levied. The Common Council shall provide for the collection of such assessments and may establish penalties for payment after the due date. The Common Council shall provide that all assessments not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes apply to the special assessment, except as otherwise provided by statute.

f) Street construction and improvements not required as a result of a new development

- 1. Special assessments for street construction and improvements, not required as a result of a new development, may be levied upon properties benefited by such work or improvements, as the Common Council may determine to be reasonable and just under the circumstances of each case and consistent with the special assessment report adopted by the Common Council as part of the particular special assessment.

g) Construction of new streets or improvements to existing streets required as a result of new development.

1. 100% of the cost of street construction shall be paid for by the developer or developers. Such improvements shall extend to the rear of the property line of the abutting property being developed or to adjacent properties as directed by the City Engineer or Public Works Director.
2. All construction of new streets shall be in accordance with the standard set forth in Section 612.20.
3. The Common Council of the City of Ashland shall have the sole discretion to determine whether or not construction of a new street will be permitted.

h) Special assessments for new or replacement utilities.

1. New utilities. 100% of the cost of new eight (8) inch diameter sanitary sewers and sanitary sewer services and 100% of the cost of storm sewers and catch basins shall be assessed to abutting frontage. Water and water service shall be assessed in accordance with the current policy of the Ashland Water Utility. The City reserves the right to levy additional assessments for projects having special needs.
2. Replacement utilities. Replacement of existing utilities shall be assessed to the abutting frontage at a rate equal to 100% of the current estimated cost of new utility construction in accordance with Section 612.30(e)(1) above. The additional costs shall be paid by the City general fund. Services will be assessed at 100% of the actual replacement cost.

i) Sidewalk and driveway entrances. 50% of the cost for removals, construction and boulevard restoration shall be assessed against the abutting frontage.

j) Special assessments - general terms and conditions. The following formulas shall apply to all of the aforementioned capital improvements projects to be assessed to property owners:

1. Each of the capital improvements may be assessed separately or combined for assessment purposes.
2. The overhead costs for Public Works and construction staking and inspection shall be included as a part of the total improvement cost and assessed against the abutting property in accordance with the aforementioned policies. A charge equal to 10 (ten) percent of the construction costs shall be made if it is not possible to determine the exact amount of the overhead costs applicable to a particular improvement.
3. The cost of improvements abutting an alley or street right-of-way and assessable frontage shall be included in the total project cost and assessed against the assessable abutting frontage.
4. Assessments are made hereunder pursuant to the City's Police Powers.
5. Assessments against property shall be subject to up to 12 (twelve) percent annual simple interest on the unpaid balance as established by the City Council. **The payment of principal and interest shall be paid within ten (10) years.**

SECTION III

612.50 Federal, State or County Aid for Street and Utility Improvements *shall be amended to read as follows:*

If financial assistance is received from the Federal government, State of Wisconsin or Ashland County for improvements and assessments are permitted by the assistance program, assessments shall be made in

accordance with Sec. 612.40 and the assessment amount equal to the grant portion shall be placed in the City Capital Construction Fund. **The Common Council reserves the right to determine whether or not special assessments will be levied under these situations.**

SECTION VI

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED: March 11, 2025
PUBLISHED: March 20, 2025

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, City Attorney

MEMO: Special Assessment Changes
TO: Public Works Committee
FROM: John Butler, Director of Public Works

More information is needed to support of the ongoing special assessment (SA) discussion:

1. Need for investment in the City's road system to provide long term benefits to tax payers
2. Decrease in traditional funding mechanisms (state shared revenue) requires the use of alternative mechanisms (special assessments) by many local governments
3. Concerns about equity of SAs can be addressed by understanding how the debt levy is, and will continue to be, used to finance street reconstruction projects.
4. Affordability. Data indicates that growth in local incomes has significantly outpaced growth in the cost of City services.

#1 State of Roadway Network

For complete management of City streets over a 25 yr useful life requires annual investment of \$2.7 million. Figure 1 shows the City has or will only reach this level in one out of 10 yrs. The City is averaging an annual investment of \$1.3 million, which over the long term will provide a 50 yr useful life. Meaning each property owner will see their street improved only once every 50 yrs.

#2 Decrease in Shared Revenue

A recent Wisconsin Policy Forum article explains that the share of state and local taxes paid by Wisconsin residents in 2022 has decreased to 9.9% of their income, the lowest level on record. This represented a 2.6% decrease since 2000, which was the largest decrease in all 50 states.

#3 Equity Concerns

The Council has expressed that the debt levy is a more equitable financing mechanism. We would like to show that the debt levy is already being used, and will continue to be used, to finance street projects if Council approves changes to the SA policies.

Funding for the Chapple Ave project includes a state grant (\$510K). With SA for 12.5% of project costs, the debt levy will still be used for 14% (\$244K) of project costs, as shown in Figure 2. Without the grant, the debt levy share would grow to 42% (\$755K), as shown in Figure 3.

The City has many miles of streets where grant funding is not realistic, the debt levy is the appropriate mechanism to address this gap in funding. The use of the debt levy for all streets projects also addresses the concerns about equitable cost sharing of streets.

#4 Affordability

In 2019, a property with an assessed value of \$100K would have paid \$976 in annual property taxes. In 2023, due to increases in assessed value and mill rate, the same property would have paid \$1,163, an increase of \$187.

Over the same time period, state data on Ashland County income levels shows that the median household income has grown from \$42,510 (2019) to \$57,645 (2023), an increase \$15,135. Staff

feels this indicates that the cost of special assessments represent a portion of necessary increases in the cost of City services realized due to levy limit restrictions imposed by the state.

Figure 1:

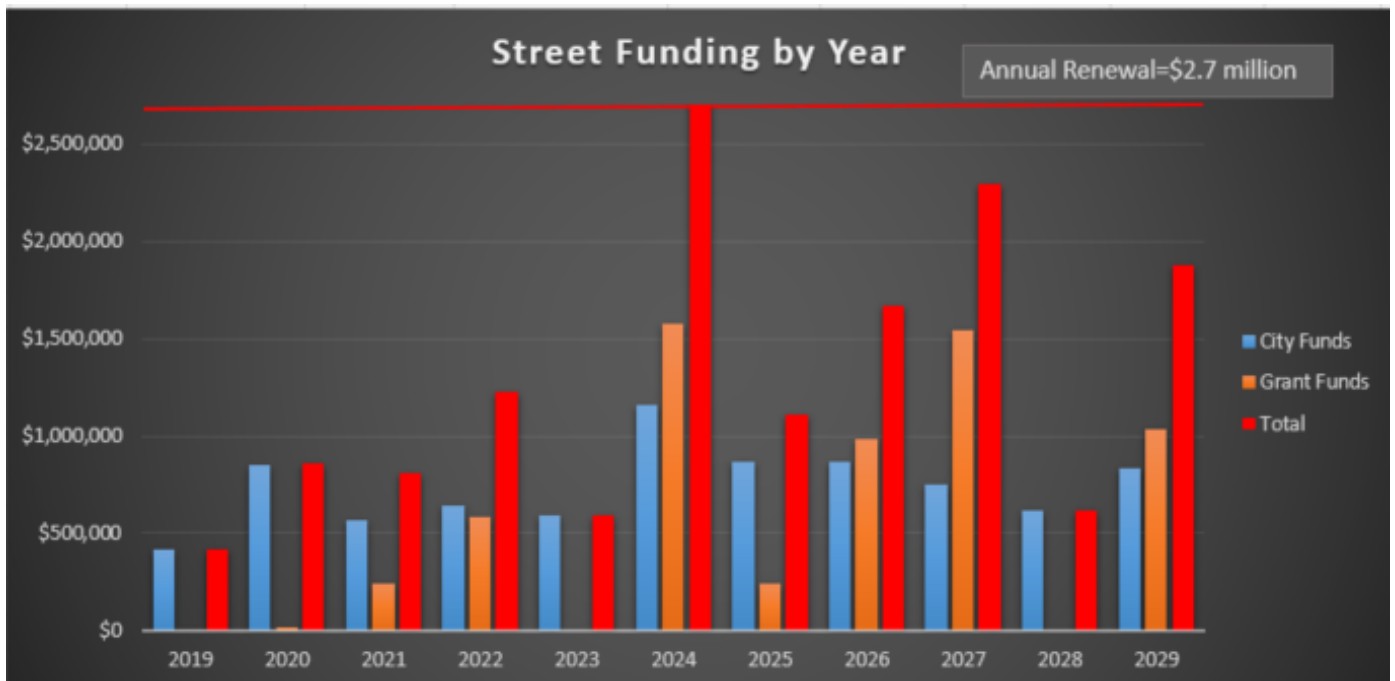
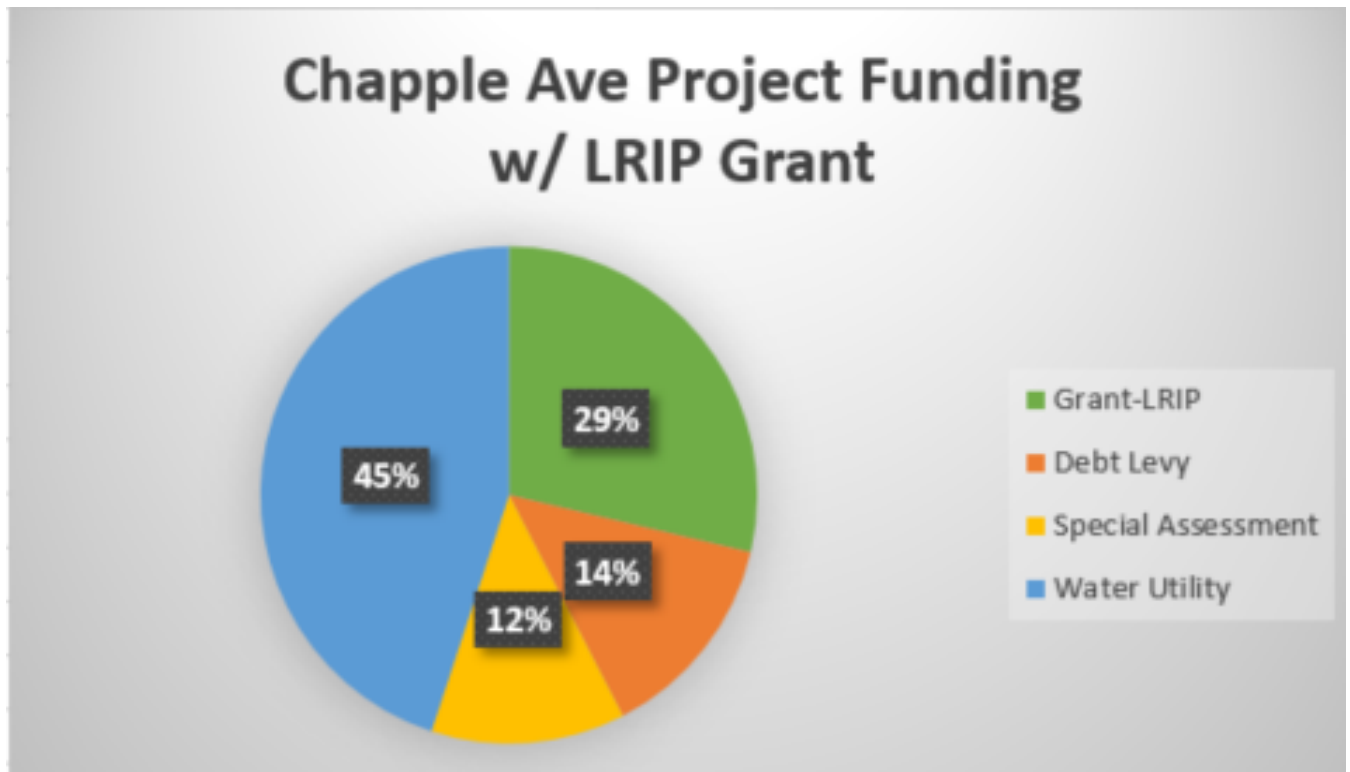


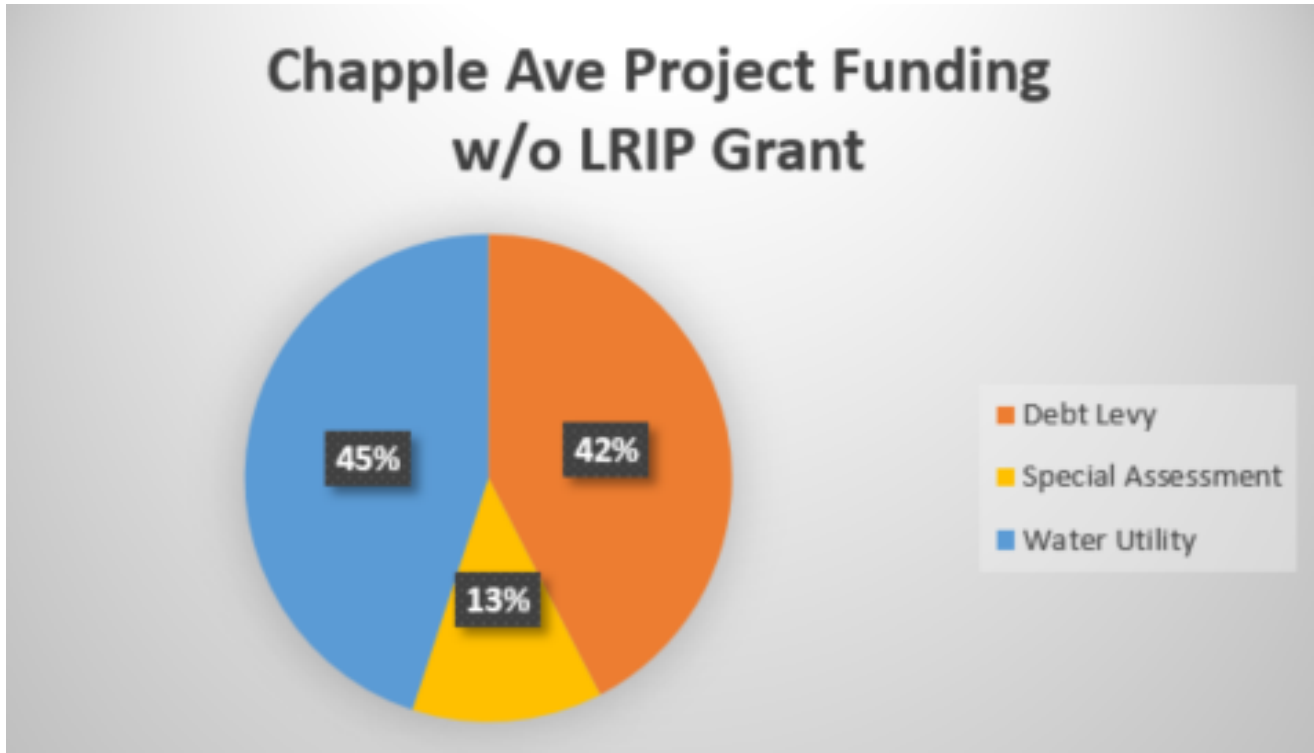
Figure 2:





Department of Public Works
2020 6th Street East Ashland ~ WI 54806 ~ www.coawi.org

Figure 3



Ref: 2025-063

COUNCIL AGENDA: 9.A.
(3/11/2025)

SUBJECT: Consider a Resolution to Allow the City Clerk to Advertise for Candidates to Fill the Alderperson District 3 Vacancy (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS: 1. Proposed Resolution No. 17820

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 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: This item conforms to the Ashland Comprehensive Plan in that "we will ensure the community is genuinely and consistently consulted on matters that may determine the direction of Ashland."

SUMMARY STATEMENT:

The City Clerk received a notice of resignation from District 3 Alderperson Ana Tochtermann, on Wednesday, February 26, 2025. The term for this position was to expire in April of 2026. Due to

the need for timely action, the Clerk is requesting approval from Council to allow for advertisement for interest from citizens of District 3, which includes Wards 6, 7, and 11, to apply to fill this vacancy through the Spring 2026 Election.

A notice can be placed in the March 13 and March 20, 2025 Daily Press print publications, as well as on the City of Ashland website, utilized social media outlets, and posted in public places which may include City Hall, the Vaughn Library, the Ashland County Courthouse, and the Bretting Community Center. Applicants must be able to attend, in person, the March 25, 2025 Council meeting to be available to be seated at that time if chosen. This position will end its term in April 2026 when the appointed alderperson may choose to run for the position during the Spring 2026 Election.

The Clerk is asking for Council approval of a resolution to allow advertisement to fill the vacancy in the interest of representation for District 3.

RESOLUTION No. 17820

RESOLUTION TO ALLOW THE CITY CLERK TO ADVERTISE FOR CANDIDATES TO FILL ALDERPERSON DISTRICT 3 VACANCY

WHEREAS, a recent resignation created a vacancy for Alderperson District 3, with a term expiration of April 2026; and,

WHEREAS, WI §17.23(1)(am) provides that the Common Council may choose to fill vacancies by a majority vote to appoint a successor to serve for the residue of the unexpired term the position's term, until the next Spring Election (2026) "or an office may remain vacant until an election is held; and,

WHEREAS, if allowed by the Common Council and per WI §17.17(5), the vacancy will be advertised on March 13, 2025 and March 20, 2025 in the official newspaper, and on the City's website and social media posts, as well as posted at no less than three public places including City Hall; and,

WHEREAS, any interested citizens of District 3, which includes Wards 6, 7, and 11, must complete and return an application on or before March 24, 2025; and

WHEREAS, the applicant must attend in person the March 25, 2025 City Council Reorganization meeting and if appointed by Council, will accept the Oath of Office and be seated as District 3 Alderperson at this meeting.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland, Wisconsin hereby agrees that the candidate chosen at the March 25, 2025 Common Council meeting shall serve a term ending April 7, 2026.

Passed: March 11, 2025

Charlie Ortman, Council President

ATTEST: _____
Denise Oliphant, City Clerk

Matthew S. MacKenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, City Attorney

Ref: 2025-064

COUNCIL AGENDA: 9.B.
(3/11/2025)

SUBJECT: Consider Accepting a Bid Proposal for the 2025 Sanitary Sewer Cleaning & Televising Project, and Approve a Contract Agreement between the City of Ashland and Green Bay Pipe & TV (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS:

1. Contract Agreement between the City of Ashland and Green Bay Pipe & TV
2. Sewer Cleaning Bid Proposals

EXPENDITURES REQUIRED:

\$ 29,960.00	Sewer Main Cleaning
\$ 6,500.00	Root Cutting
\$ 36,460.00	Subtotal
\$ 3,646.00	Contingency (10%)
\$ 40,106.00	Project Total

AMOUNT BUDGETED: \$ 45,000.00 Fund 690- 2022 Wastewater Operating Budget (690-82500-400)

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that Green Bay Pipe & TV is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

In recent years, the City's focus on the sewer collection system has allowed the Wastewater Utility to meet and significantly exceed the ongoing collection system maintenance goals required by the Utility's Capacity, Management, Operation, and Maintenance (CMOM) plan. The Wisconsin Department of Natural Resources (WI DNR) required the City to implement the CMOM plan in response to observed sewage overflows, and the plan specifically requires the City to clean 20% (10.7 miles) and televise 5% (2.7 miles) of sewer main per year.

Meeting the CMOM requirements was initially accomplished with reliance on contracted services. In 2024, staff took on more of a lead role in collection system maintenance. 4.8 miles of cleaning was completed via contracted services, while 6.0 miles of cleaning and 3.0 miles of televising were completed by staff. These totals exceeded the goals set by the CMOM plan.

In 2025, the Wastewater Utility would like to continue this approach and further limit the reliance on contracted services, with 5.3 miles of cleaning completed via contracted services. The remaining 5.4 miles of cleaning and all 2.7 miles of televising will be completed by staff.

The scope of the contracted services also includes cleaning of sewer mains in larger pipe sizes that are deemed to be in critical locations. Staff expects to continue to rely on contracted services to perform this type of maintenance on a frequent basis due to the type of equipment utilized to complete the work.

Utility staff report that the aggressive schedule for sewer main cleaning has resulted in a significant decrease in customer sewage backups in the past five years, and also provided additional storage capacity within the system that has helped to prevent overflows.

Green Bay Pipe & TV completed this work for the City in 2024. The Wastewater Utility Lead Operator solicited quotes for the work in 2025. Another contractor, Hydro Klean, provided a slightly cheaper price but the Utility Manager is requesting Council approval of Green Bay Pipe & TV's proposal based on the quality of service provided. Hydro Klean completed this work for the City from 2019-2023.

Sanitary sewer cleaning is considered a maintenance activity and, as allowed by City Ordinance Chapter 194 and Wisconsin State Statute 62.15, formal bidding is not required.

The Public Works Department recommends accepting the bid proposal and entering into an agreement with Great Lakes Pipe & TV for sanitary sewer main cleaning services at a cost not to exceed \$46,106.



CONTRACT AGREEMENT

THIS AGREEMENT is by and between The City of Ashland Wisconsin ("Owner") and Green Bay Pipe & TV ("Contractor"), dated March 12, 2025.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. - WORK

Furnishing of all labor, tools, materials, equipment and incidentals necessary for the cleaning of sanitary sewer mains located within the City of Ashland's sanitary sewer collection system, as specified in the attached Contract Documents, including technical specifications, exhibits, appendices and all associated documents referenced there herein.

2. - THE PROJECT

2.1. The Project for which the Work under the Contract Documents is performed may be generally described as: 2025 Sewer Cleaning.

2.2. The cleaning of sanitary sewer mains and located within the City of Ashland's sanitary sewer collection system.

3. - GENERAL CONDITIONS

3.1. Protection of Work

3.1.1. The Contractor shall protect at all times the property of the Owner, existing improvements, and the work being completed by the Contractor and others from abuse, damage, dust, debris, and other objectionable materials resulting from completion of the work.

3.1.2. Any damage to the property of the Owner, including the sanitary sewer system, shall be repaired and restored back to original condition at the expense of the Contractor.

3.2 Completion of the Work

3.2.1 The Contractor is responsible for furnishing of all labor, tools, materials, equipment, and incidentals, including traffic control, necessary for the cleaning of sanitary sewer mains as specified in the Contract Documents

4.- RESTORATION

4.1 Any damage to the existing sanitary sewer collection system or disturbance to land areas, buildings or property adjacent to the system caused by the contractor during the installation of the completion of the work shall be repaired and restored back to original condition at the expense of the contractor.

5. - OTHER REQUIREMENTS

5.1. The contractor shall work in as judicious a manner as possible. All work must be substantially completed by no later than September 26, 2025, with a Notice to Proceed distributed no later than September 26, 2025.

5.4. On a daily basis, the Contractor shall completely remove equipment, tools, materials, or other debris associated with its work from the daily work area.

5.5. The contractor shall minimize the impact of the construction on the operations of the general public by limiting project work to the hours of 7am and 5pm and coordinating directly with the Owner's representative for the completion of the work on City roadways with a designated functional classification.

6.-SAFETY

6.1. Contractor is responsible for placing and maintaining traffic and work site safety barricades and signage when performing work in or near public areas or private property and taking all other measures necessary to ensure work site safety.

7. – PROJECT REPRESENTATIVE

7.1. The Project will be administered by the City of Ashland Collection System Foreman, hereinafter called Foreman who is to act as Owner's representative. The Foreman shall assume all duties and responsibilities and have the rights and authority assigned to the Foreman in connection with completion of the Work in accordance with the Contract Documents.

7.2. The Foreman will utilize other City staff to provide onsite inspection and to support the Contractor in providing system access and other coordination necessary for completion of the work.

8. - CONTRACT TIMES

8.1 Dates for Substantial Completion and Final Payment. The work will be Substantially Complete on or before September 26, 2025. The work should be completed and ready for Final Payment on or before September 26, 2025.

8.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence for this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 8 of the Contract Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree

that as liquidated damages the Contractor shall pay Owner \$500 for each calendar day that expires after the dates specified in this agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each calendar day that expires after the dates specified in this agreement for completion and readiness for final payment until the work is completed and ready for final payment.

8.3 Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time by use of a Change Order equal to the time lost due to any delay so caused.

9. - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the contract documents an amount in current funds equal to the sum of the amounts determined pursuant to the following paragraphs:

9.1. The Contractor agrees to perform all of the work required by the Contract Documents and comply with the terms therein, unless modified by a Change Order, for the price as listed on the Contractor's Quote for 2025 Sewer Cleaning Project totaling a Bid amount of \$29,960.00.

9.2. Change Order

9.2.1 Any proposed changes by the contractor that will result in costs exceeding contractor's original bid price of \$29,960.00 will require a written change order.

9.2.2 All change orders will require the recommendation of the Foreman and approval of the expenditures by the City Administrator. The approval of change orders by the City shall be made in a timely manner that will not significantly delay the Contractor's progress. The approval or disapproval by the City of each change order shall be decided within three business days.

9.2.3. Verbal acknowledgement for changes to project work or project materials is not authorized. Acknowledgment of, or agreement to changes by any persons other than the Foreman and/or the City Administrator are not authorized.

9.2.4. Proposed changes by the contractor that are not agreed to by the Foreman and the City Administrator will be subject to review by the City Council.

10. - PAYMENT PROCEDURES

10.1. In accordance with Contractor's Proposal, the Contractor shall purchase and supply all equipment, parts and components as specified in the Contract Documents.

10.2 The contractor may request a progress payment once a month while performing the work described in the Contract. Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

10.3 Upon final completion and acceptance of the Work, Owner shall pay the Contract Price, less any completed progress payments, as recommended by the Utility Manager within 30 days of submittal. Contractor shall submit to Owner for review a final Application for Payment filled out and signed by Contractor covering the Work completed and accompanied by such supporting documentation as is required by the Contract Documents.

10.3.1 Contractor shall submit affidavit of debts and claims and affidavit of release of liens with final pay request including subcontracted work or equipment.

10.4 This contract includes a provision which allows the governmental body that is authorized to enter into the contract to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. WI Statute (779.14(d)(1)(a)).

11. - CONTRACTOR'S REPRESENTATIONS AND ASSURANCES

Contractor makes the following representations:

11.1. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

11.2. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

11.3 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11.4. Contractor's Liability Insurance

The City of Ashland shall be named as an additional insured, on a primary basis. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- i. Worker's Compensation and related coverages:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability:
 - 1) Bodily Injury by Accident \$500,000 Each Accident
 - 2) Bodily Injury by Disease \$500,000 Each Employee
 - 3) Bodily Injury by Disease \$500,000 Policy Limit
- ii. CONTRACTOR'S General Liability shall also include:
 - a. General Aggregate \$1,000,000
 - b. Products- Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$2,000,000
- iii. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage)
 - Each Accident \$1,000,000
- iv. Contractual Liability coverage shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:
 - Each Accident \$1,000,000
 - Annual Aggregate \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$1,000,000

11.6 Contractor shall submit a one year warranty on installation of all work on the project from final completion.

12. - ASSIGNMENTS OF CONTRACT

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13. - PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14 – SEVERABILITY

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15.- ORDER OF PRECEDENCE

Any inconsistency between this Contract and the Contractor's Proposal shall be resolved by giving precedence in the following order:

1. Contract Agreement dated March 12, 2025.
2. Contractor's Quote dated February 3, 2025.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER

CONTRACTOR

City of Ashland

By: _____
Brant Kucera, City Administrator

By: _____

Title: _____

License No: _____



GREEN BAY PIPE & TV

,ZSEWEfl TV INSPECTION AND JET/VAC CLEANING

1100 Columbia Avenue
Green Bay WI 54303

Bid Proposal

Date	Estimate #
2/3/2025	2584

Name / Address
City of Ashland 601 Main Street West Ashland, WI 54806

pPROJECT
2025 Cleaning



WOMAN-OWNED BUSINESS ENTERPRISE

DESCRIPTION	QTY	COST	TOTAL
Jet/Vac Sewers-Sanitary Sewers 8"-24 Root Cutting at \$325.00 Per Hour. Heavy Cleaning at \$3.35 Per Foot.	28,000	1.07	29,960.00
Bid proposal is good for 45 days Authorized Signature:Stephanie De Keyser		TOTAL	\$29,960.00

Any bond fee and/or additional insurance requirements are not included in the quote given. If applicable, add the amount to this quote.

Signature/Date

Quote

www.greenbaypipe.net

Quote Nbr.: PQ004146 Order Date: 01/30/2025

Phone #

920-490-5501

Fax #

920-490-6242

Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Valid until: 04/30/2025
Sales Person: Jake Nanti
Customer ID: 100260
Payment Terms: Net 30 Days



Job Site:

City of Ashland, WI
2020 Sixth Street East
Ashland WI 54806
United States of America

Bill to:

City of Ashland, WI
2020 Sixth Street East
Ashland WI 54806
United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group to mobilize to customer designated location to clean 28,000' of 8"-24" Sanitary Sewer. All obstructions must be cleared before day(s) of operations. Quote includes standard traffic control (i.e. cones). Any traffic control required beyond cones will be the responsibility of the customer. Customer to provide an adequate water source such as a fire hydrant at no additional cost. All waste and debris collected to be disposed onsite at customer location.

Cleaning to consist of 3 or less passes. Any cleaning beyond 3 passes will be charged at HK's hourly rate of \$400/hr (includes root cutting).

Pricing assumes all lines are accessible on road. Easement lines will be charged at \$1.70/ft.

RESC.	QTY.	ITEM	QTY.	UOM	PRICE	Amount
		Mobilization	1.0000	EACH	2,650.0000	2,650.00
		Cleaning 8"-24" Sanitary Sewer (3 or less passes)	28,000.0000	FOOT	0.850023	23,800.00
		Heavy Cleaning/ Root Cutting	0.0000	HOUR	400.000000	0.00

*NOTE: Quote does not include any applicable taxes

*Quote Total; 26,450.00

Prepared By: Jake Nanti
Wade Anderson

Accepted By: _____
Date: _____

Mike Manzanares

From: Baumann, Pete <PeteB@visu-sewer.com>
From: Baumann, Pete <PeteB@visu-sewer.com>
Sent: Thursday, January 30, 2025 1:47 PM
To: Mike Manzanares
cc: Nico, Shawn
Subject: RE: 2025 Sewer Cleaning
Here you go Mike. Let us know how we compare.

Normal clean (one pass)

8" to 12" \$1.50/ft

Heavy clean (vactor w/ multiple passes if needed, max 3)

15" to 24" \$3.50/ft

\$420/HR Root cutting includes TV and jet truck



Visu-Sewer

Irspea. Maintain. Rehabilitate.

Pete Baumann
Estimator/Project Manager

Visu-Sewer, LLC
W230 N485S Betker Drive Pewaukee, WI
53072

O: 262-695-2340 M:414-491-5714