



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

To attend the meeting from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/500263957> Access Code: 500-263-957
Or dial in using your phone. United States (Toll Free): 1-877-309-2073
Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, June 30, 2026 Ashland Committee of the Whole Meeting Agenda

1. **Roll Call**
2. **Approval of Agenda**
3. **Council President's Report**
4. **Items for Discussion and Possible Action**
 - A. **Ordinance Amendments Regarding Vending Concessionaires in City Parks (*Mayor*)**
 - B. **Review Draft Ordinance Creating Chapter 508 (2026-XXXX) Operation of Golf Carts (*Police Department*)**
 - C. **Presentation, Discussion and Possible Action on Sewer Rates (*Public Works*)**
 - D. **Contracts with Cedar Corporation for 2027 Mill & Overlay Projects (*Public Works*)**
5. **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. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD number).

SUBJECT: Ordinance Amendments Regarding Vending Concessionaires in City Parks (*Mayor*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS: 1. draft Seq Ord 2026-XXXX to Amend Ch 889

COMPLIANCE WITH STRATEGIC PLAN: Good Governance

SUMMARY STATEMENT:

Staff have been made aware of discrepancies between Chapter 889 Mobile Concessions and State Statutes. It is recommended by the City Attorney to amend language referring to the age of a minor (15 vs. 18) in Chapter 889.04 Exceptions, and the department to allow approval of operating in a City park in Chapter 889.07.

Sequential Ordinance No 2026-XXXX

ORDINANCE TO AMEND CHAPTER 889 (2022-1963) MOBILE FOOD ESTABLISHMENTS, CONCESSIONS AND FOOD VENDORS, ASHLAND CITY ORDINANCES

The Mayor and Common Council of the City of Ashland do ordain as follows:

SECTION I:

889.04 Exceptions Section (c) *shall be amended to read as follows:*

(c) (1) Any person under the age of 18 years old who is solely operating a stand or other location, on a temporary or occasional basis, at which goods, other than potentially hazardous food, as defined in Wis. Stat. § 97.30(1)(bm), are sold in occasional sales, as defined in Wis. Stat. § 77.51(9), directly to consumers, on private property with the permission of the property owner or in the public right of way adjacent to the person's home. The police department may order such stand closed if there is reason to believe the stand poses a threat to health or safety, in which case the person may apply for a license under this chapter.

(2) Any person under the age of 18 years old who is solely operating a stand or other location, less than ten (10) times in a calendar year, at which goods, other than potentially hazardous food, as defined in Wis. Stat. § 97.30(1)(bm), are sold in occasional sales, as defined in Wis. Stat. § 77.51(9), directly to consumers, at Maslowski Beach or Bayview Park with the prior written approval of the City of Ashland Parks & Recreation Committee. The police department may order such stand closed if there is reason to believe the stand poses a threat to health or safety, in which case the person may apply for a license under this chapter.

SECTION II:

889.07 Prohibited Practice Section (e) *shall be amended to read as follows:*

(e) No mobile concession or food vendor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith, without the prior written approval of the City of Ashland Parks & Recreation Department.

SECTION III

Effective Date. *This ordinance shall take effect on the day after publication.*

PASSED: June 30, 2026

PUBLISHED: July 9, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, City Attorney

SUBJECT: Review Draft Ordinance Creating Chapter 508 (2026-XXXX) Operation of Golf Carts (*Police Department*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: Committee of the Whole

EXHIBITS: 1. draft Seq Ord to Create Ch 508 Operation of Golf Carts

COMPLIANCE WITH STRATEGIC PLAN: Safe, Healthy and Secure Community

SUMMARY STATEMENT:

On June 9, 2026, Council as Committee of the Whole reviewed a draft ordinance regarding the use of golf carts on City streets and avenues. Councilors added suggestions during their conversation and asked that the draft ordinance come back for another review before advancing to Council for formal approval.

The attached draft ordinance includes a speed limit of 25 mph and no alcoholic beverage open container. Staff is also asking for Council's recommendation of a registration fee.

Proposed Ordinance 508 Operation of Golf Carts

508.01 Definition

“Golf cart” means a vehicle whose speed attainable in one mile does not exceed 20 miles per hour on a paved, level surface, and that is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course. An ATV or UTV is not considered a golf cart.

508.02 Routes

The operation of a golf cart is allowed on all City streets that have a speed limit of 25 miles per hour or less, except the following:

1. Main Street from Beaser Avenue to Stuntz Avenue
2. Beaser Avenue
3. U.S. Highway 2
4. Ellis Avenue/State Highway 13 from U.S. Highway 2 to 11th Street
5. Ellis Avenue/State Highway 13 south of 19th Street
6. Sanborn Avenue/State Highway 112 south of 6th Street
7. Binsfield Road
8. 5th Street Corridor except between Stuntz Avenue and 11th Avenue East
9. Lakefront walking trail

508.03 Registration

Prior to operating a golf cart on a City street, the golf cart shall be registered with the City Clerk. The annual registration fee shall be \$25.00.

508.04 Conditions

As a condition for the use of this route, the following conditions shall apply to all operators (and passengers where applicable);

1. All operators shall possess a valid driver’s license.
2. All operators and passengers under the age of 18 shall wear a protective helmet.
3. Headlamps shall be illuminated while operating a golf cart.
4. Golf carts shall be operated on the far right side of the roadway surface.
5. Golf carts shall not be operated at speeds in excess of ~~the posted speed limit~~ 25 mph at any time.
6. Golf carts operated on signed routes in the City of Ashland shall have stock unmodified exhaust systems.

7. Golf carts shall not be allowed to operate within the City of Ashland between the hours of 10:00 p.m. and 6:00 a.m. Sunday through Thursday.
8. Golf carts shall not be allowed to operate within the City of Ashland between the hours of 12:00 midnight and 6:00 a.m. Friday and Saturday.
9. Golf carts shall be operated in single file and shall not be operated side by side.
10. Every owner of a golf cart shall carry liability insurance on the golf cart operating in the City or be able to show proof of financial responsibility in the event of any accident with the golf cart
11. No operator or passenger in a golf cart shall possess an open container of an alcoholic beverage.

Commented [D01]: Council requested to add this although already noted.

508.05 Enforcement

This ordinance shall be enforced by any law enforcement officer of the City of Ashland, Ashland County, Wisconsin.

508.06 Penalties

Any person who violates this section shall be subject to a penalty of not less than \$50.00 nor more than \$100.00 and the potential revocation of the golf cart's registration.

508.07 Sunset Clause

This ordinance shall expire one (1) year from the date of passage unless the Common Council votes to reauthorize the ordinance prior to that date.

SUBJECT: Presentation, Discussion and Possible Action on Sewer Rates (*Public Works*)

RECOMMENDATION: Presentation, Discussion and Possible Action

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1. Wastewater Utility Capital Improvement Plan 2026-2031
2. Ehlers Presentation: Sewer Rates
3. 2020-2024 Sewer Collection Projects
4. Example Resolution

COMPLIANCE WITH STRATEGIC PLAN: Infrastructure

SUMMARY STATEMENT:

At the August 26, 2025 and March 31, 2026 Committee of the Whole meetings, the Council discussed the need for sewer rate increases driven by necessary upgrades to the City's wastewater treatment plant (WWTP). These needs and other priorities for capital improvements have been presented by the Public Works Director in a 5 year capital improvement plan (CIP).

The City's sewer rates have remained unchanged since 2017, despite an aggressive CIP in recent years that included investment of \$9 million into the City's collection system to reduce infiltration and inflow (I&I) and the occurrence of sewer overflows.

A proposed rate increase was delayed for the 2026 budget based on input from Council and information provided by staff, specifically that cash resources available to the Wastewater Utility would allow staff to begin design and construction of the WWTP Upgrades Phase 1.

Ehlers has analyzed the attached CIP and determined that (A) assumed increases in operation and maintenance costs and (B) the necessary projects can be supported by small annual rate increases (averaging 4.66% per year) over the 5 year period. The proposed rate increases would add approximately \$2.20 per month to the average residential sewer bill, At the end of the 5 year planning period, this would add a total of approximately \$11 per month to the average residential sewer bill.

The Public Works Director would like the Council to consider taking action to commit to the proposed annual rate increases ahead of the 2027 budget season. Commitment on the proposed

rate increases is necessary to allow staff to adequately plan and implement the CIP to ensure continued system reliability and address remaining high priority areas requiring collection system improvements. As shown in the attached example, this approach has been employed by other small communities.

City of Ashland
Wastewater Utility Capital Improvement Plan
2026-2031

		690 - WASTEWATER			
Yr	Projects	Estimated Cost	Funding Source	Funding Amount	Funding \$ needed
2025	Lift Station Improvements- Turner Road	\$494,000	CFW	\$271,700	\$222,300
	TOTAL COSTS OF 2025:	\$494,000		\$271,700	\$222,300
2026	WWTP Imp. Ph 1- Digester Improvements	\$870,000	ERF/Cash	0	\$870,000
2026	Main Lift Station Pump Rehab	\$156,000	ERF/Cash	0	\$156,000
	TOTAL COSTS OF 2026:	\$1,026,000	\$0	\$0	\$1,026,000
2027	WWTP Imp. Ph 2- Headworks Improvements (All)	\$2,200,000	CFW	\$1,100,000	\$1,100,000
2027	16th St E to 20th St E Sewer Replacement ("Tree Top")	\$490,000	CFW	\$245,000	\$245,000
	TOTAL COSTS OF 2027:	\$2,690,000		\$1,345,000	\$1,345,000
2028	16th St E Sewer Extension	\$470,000	CFW	\$235,000	\$235,000
2028	18th Ave W Sewer Replacement	\$250,000	CFW	\$125,000	\$125,000
	TOTAL COSTS OF 2028:	\$720,000		\$360,000	\$360,000
2029	WWTP Imp. Ph 3- Aeration Upgrades & Overflow Basin Rehab	\$2,000,000	CFW	\$1,000,000	\$1,000,000
2029	CIPP Project	\$400,000	CFW	\$200,000	\$200,000
	TOTAL COSTS OF 2029:	\$2,400,000		\$1,200,000	\$1,200,000
2030	WWTP Imp. Ph 4- Sludge Press Upgrade and Admin Addition	\$1,500,000	ERF/Cash	\$0	\$1,500,000
2030	New Jetter Truck	\$750,000	CFW	\$0	\$750,000
	TOTAL COSTS OF 2030:	\$1,500,000			\$1,500,000
2031	US2 Sewer Replacement	\$1,352,299	CFW	\$743,764	\$608,535
2031	Skidster Replacement	\$150,000	Cash	\$0	\$150,000
	TOTAL COSTS OF 2030:	\$1,502,299		\$743,764	\$758,535
		\$9,838,299	\$0	\$3,648,764	\$6,189,535

Sources of Funding- CIP	2026	2027	2028	2029	2031
Grants/Aids	\$0	\$1,345,000	\$360,000	\$1,200,000	\$743,764
Cash/Revenue/ERF	\$1,026,000	\$1,345,000	\$360,000	\$1,200,000	\$758,535

\$1,026,000 \$2,690,000 \$720,000 \$2,400,000 \$1,502,299 \$9,838,299

Sewer Rates Historical Implementation

- May 14th, 2002 the Common Council approved a Wastewater rate increase of 15%
- May 28th, 2013 the Common Council approved a Wastewater rate increase of 5.9%
- May 10th, 2016 the Common Council approved a Wastewater rate increases of 17.8% with an estimated effective date of May 26th, 2016 and 4.4% with an estimated effective date of May 24th, 2017

Sewer: Historical Rate Performance

Revenue Requirement		Shown with no increase				Est	Budget
Component	Description	2021	2022	2023	2024	2025	2026
Cash Basis							
1	Operating and Maintenance	\$1,549,678	\$1,544,622	\$1,870,926	\$1,809,227	\$1,758,284	\$1,883,580
2	Debt	\$112,668	\$131,234	\$146,700	\$196,320	\$200,203	\$218,570
3	Cash Funded Capital	\$1,835,959	\$2,090,123	\$489,218	\$784,869	\$80,081	\$1,113,428
Less:							
	Other Revenue	\$64,402	\$68,227	\$70,295	\$65,930	\$46,990	\$49,350
	Interest Income	\$3,644	\$9,518	\$25,151	\$37,731	\$20,000	\$0
	Revenue Requirement (Costs less Other Income)	\$3,430,259	\$3,688,234	\$2,411,398	\$2,686,755	\$1,971,579	\$3,166,227
	User Rates Revenue	\$2,106,036	\$2,109,216	\$2,107,756	\$2,175,674	\$2,223,770	\$2,198,165
	Rate Adequacy	(\$1,324,223)	(\$1,579,018)	(\$303,642)	(\$511,081)	\$252,191	(\$968,062)
	Rate Adjustment Needed	62.88%	74.86%	14.41%	23.49%	0.00%	44.04%
Utility Basis (PSC)							
1	Operating and Maintenance	\$1,549,678	\$1,544,622	\$1,870,926	\$1,809,227	\$1,758,284	\$1,883,580
2	Depreciation	\$843,245	\$776,203	\$799,189	\$796,358	\$850,000	\$850,000
3	NIRB	\$12,674,095	\$13,984,635	\$15,041,038	\$15,938,833	\$17,210,327	\$17,992,812
	Typical ROI (2.5%)	\$316,852	\$349,616	\$376,026	\$398,471	\$430,258	\$449,820
Less:							
	Other Revenue	\$64,402	\$68,227	\$70,295	\$65,930	\$46,990	\$49,350
	Interest Income	\$3,644	\$9,518	\$25,151	\$37,731	\$20,000	\$0
	Revenue Requirement (Costs less Other Income)	\$2,641,729	\$2,592,696	\$2,950,695	\$2,900,395	\$2,971,552	\$3,134,050
	User Rates Revenue	\$2,106,036	\$2,109,216	\$2,107,756	\$2,175,674	\$2,223,770	\$2,198,165
	Rate Adequacy	(\$535,693)	(\$483,480)	(\$842,939)	(\$724,721)	(\$747,782)	(\$935,885)
	Rate Adjustment Needed	25.44%	22.92%	39.99%	33.31%	33.63%	42.58%

Notes:

^Includes recommended debt coverage at 1.4x annual debt payment

Rates do not break even on a cash basis

and not on utility basis (PSC uses)

Let's investigate the history further....

Sewer Rate Option 1 – Do Nothing

	Budget	Projected								
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenues										
Total Revenues from User Rates ¹	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165	\$2,198,165
Percent Increase to User Rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Dollar Amount Increase to Revenues		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenues										
Interest Income	\$0	\$5,177	\$5,360	\$5,219	\$4,868	\$434	\$0	\$0	\$0	\$0
Other Income	\$49,350	\$49,844	\$50,342	\$50,845	\$51,354	\$51,867	\$52,386	\$52,910	\$53,439	\$53,973
Total Other Revenues	\$49,350	\$55,021	\$55,702	\$56,064	\$56,222	\$52,301	\$52,386	\$52,910	\$53,439	\$53,973
Total Revenues	\$2,247,515	\$2,253,186	\$2,253,867	\$2,254,229	\$2,254,387	\$2,250,466	\$2,250,551	\$2,251,075	\$2,251,604	\$2,252,138
Less: Expenses										
Operating and Maintenance	\$1,883,580	\$1,940,087	\$1,998,290	\$2,058,238	\$2,119,985	\$2,183,585	\$2,249,093	\$2,316,565	\$2,386,062	\$2,457,644
PILOT Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Before Debt Service and Capital Expenditures	\$363,935	\$313,099	\$255,578	\$195,991	\$134,401	\$66,881	\$1,459	(\$65,490)	(\$134,458)	(\$205,508)
Debt Service										
Existing Debt P&I	\$217,036	\$217,066	\$216,983	\$216,987	\$216,976	\$216,950	\$216,909	\$216,952	\$216,879	\$216,889
New (2026-2035) Debt Service P&I	\$1,534	\$22,866	\$95,162	\$119,384	\$191,184	\$233,890	\$241,964	\$241,920	\$241,875	\$241,829
Total Debt Service	\$218,570	\$239,933	\$312,145	\$336,371	\$408,160	\$450,840	\$458,873	\$458,872	\$458,754	\$458,718
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$1,551,249	\$2,690,000	\$750,000	\$2,400,000	\$2,250,000	\$620,000	\$0	\$0	\$0	\$0
Debt Issued/Grants/Aid	\$525,249	\$2,690,000	\$750,000	\$2,400,000	\$750,000	\$470,000	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$880,634)	\$73,166	(\$56,567)	(\$140,380)	(\$1,773,758)	(\$533,959)	(\$457,414)	(\$524,362)	(\$593,212)	(\$664,224)
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$2,951,620	\$2,070,986	\$2,144,153	\$2,087,585	\$1,947,205	\$173,447	(\$360,512)	(\$817,926)	(\$1,342,289)	(\$1,935,501)
Net Annual Cash Flow Addition/(subtraction)	(\$880,634)	\$73,166	(\$56,567)	(\$140,380)	(\$1,773,758)	(\$533,959)	(\$457,414)	(\$524,362)	(\$593,212)	(\$664,224)
Balance at end of year	\$2,070,986	\$2,144,153	\$2,087,585	\$1,947,205	\$173,447	(\$360,512)	(\$817,926)	(\$1,342,289)	(\$1,935,501)	(\$2,599,725)
"All-in" Debt Coverage	1.67	1.30	0.82	0.58	0.33	0.15	0.00	(0.14)	(0.29)	(0.45)

Notes:

- 1) Assumes no changes in customer count or usage beyond Test Year.
- 2) Assumes 3.00% annual inflation beyond budget year.

Legend:

- Increase depicted to maintain with assumed O&M inflation
- Increase needed above inflationary adjustment

Sewer Rate Option 2 – Minimum Recommended Rev. Adjustments (Level)

	Budget				Projected					
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenues										
Total Revenues from User Rates ¹	\$2,198,165	\$2,300,500	\$2,407,599	\$2,519,684	\$2,636,987	\$2,759,751	\$2,888,230	\$3,022,691	\$3,163,411	\$3,310,683
Percent Increase to User Rates	0.00%	4.66%	4.66%	4.66%	4.66%	4.66%	4.66%	4.66%	4.66%	4.66%
Cumulative Percent Rate Increase	0.00%	4.66%	9.53%	14.63%	19.96%	25.55%	31.39%	37.51%	43.91%	50.61%
Dollar Amount Increase to Revenues		\$102,335	\$107,099	\$112,085	\$117,303	\$122,764	\$128,479	\$134,461	\$140,720	\$147,272
Other Revenues										
Interest Income	\$0	\$5,177	\$5,616	\$5,999	\$6,454	\$3,120	\$3,196	\$3,786	\$4,546	\$5,487
Other Income	\$49,350	\$49,844	\$50,342	\$50,845	\$51,354	\$51,867	\$52,386	\$52,910	\$53,439	\$53,973
Total Other Revenues	\$49,350	\$55,021	\$55,958	\$56,844	\$57,808	\$54,988	\$55,582	\$56,696	\$57,985	\$59,461
Total Revenues	\$2,247,515	\$2,355,521	\$2,463,557	\$2,576,528	\$2,694,795	\$2,814,739	\$2,943,813	\$3,079,387	\$3,221,396	\$3,370,143
Less: Expenses										
Operating and Maintenance	\$1,883,580	\$1,940,087	\$1,998,290	\$2,058,238	\$2,119,985	\$2,183,585	\$2,249,093	\$2,316,565	\$2,386,062	\$2,457,644
PILOT Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Before Debt Service and Capital Expenditures	\$363,935	\$415,434	\$465,267	\$518,290	\$574,809	\$631,154	\$694,720	\$762,821	\$835,334	\$912,499
Debt Service										
Existing Debt P&I	\$217,036	\$217,066	\$216,983	\$216,987	\$216,976	\$216,950	\$216,909	\$216,952	\$216,879	\$216,889
New (2026-2035) Debt Service P&I	\$1,534	\$22,866	\$95,162	\$119,384	\$191,184	\$233,890	\$241,964	\$241,920	\$241,875	\$241,829
Total Debt Service	\$218,570	\$239,933	\$312,145	\$336,371	\$408,160	\$450,840	\$458,873	\$458,872	\$458,754	\$458,718
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$1,551,249	\$2,690,000	\$750,000	\$2,400,000	\$2,250,000	\$620,000	\$0	\$0	\$0	\$0
Debt Issued/Grants/Aid	\$525,249	\$2,690,000	\$750,000	\$2,400,000	\$750,000	\$470,000	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$880,634)	\$175,501	\$153,122	\$181,919	(\$1,333,351)	\$30,314	\$235,847	\$303,949	\$376,580	\$453,781
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$2,951,620	\$2,070,986	\$2,246,487	\$2,399,610	\$2,581,529	\$1,248,178	\$1,278,492	\$1,514,339	\$1,818,288	\$2,194,868
Net Annual Cash Flow Addition/(subtraction)	(\$880,634)	\$175,501	\$153,122	\$181,919	(\$1,333,351)	\$30,314	\$235,847	\$303,949	\$376,580	\$453,781
Balance at end of year	\$2,070,986	\$2,246,487	\$2,399,610	\$2,581,529	\$1,248,178	\$1,278,492	\$1,514,339	\$1,818,288	\$2,194,868	\$2,648,649
"All-in" Debt Coverage	1.67	1.73	1.49	1.54	1.41	1.40	1.51	1.66	1.82	1.99

Notes:

- 1) Assumes no changes in customer count or usage beyond Test Year.
- 2) Assumes 3.00% annual inflation beyond budget year.

Legend:

- Increase depicted to maintain with assumed O&M inflation
- Increase needed above inflationary adjustment

Impact on Avg. Res. Bill: Percent increase

Year	Increase	Sewer			
		Sewer Vol. Charge ³	Sewer User Charge ³	Utility Bill (Monthly)	Change Over Prior Year
		<u>100CF</u>	<u>Gen Service</u>		
2025		5.90	13.52	\$ 39.19	
2026	0.00%	5.90	13.52	\$ 39.19	\$ -
2027	4.66%	6.17	14.15	\$ 41.01	\$ 1.82
2028	4.66%	6.46	14.81	\$ 42.92	\$ 1.91
2029	4.66%	6.76	15.50	\$ 44.92	\$ 2.00
2030	4.66%	7.08	16.22	\$ 47.01	\$ 2.09
2031	4.66%	7.41	16.97	\$ 49.20	\$ 2.19
2032	4.66%	7.75	17.76	\$ 51.49	\$ 2.29
2033	4.66%	8.11	18.59	\$ 53.88	\$ 2.40
2034	4.66%	8.49	19.46	\$ 56.39	\$ 2.51
2035	4.66%	8.89	20.36	\$ 59.02	\$ 2.63
Total Change over planning period				\$	19.83

- The current Sewer volumetric rate is \$5.90 per 100 cubic feet and a service charge of \$13.52 for 5/8 inch meter.
- The usage is assumed to be 435 CF per month.
- Using the percent increase method the additional charge gradually increases. Utility gets less money up front in this scenario.

Alternative: Impact on Avg. Res. Bill: Level Annual Impact

Sewer					
Year	Increase	Sewer Vol. Charge ³	Sewer User Charge ³	Utility Bill (Monthly)	Change Over Prior Year
		<u>100CF</u>	<u>Gen Service</u>		
2025		5.90	13.52	\$ 39.19	
2026	0.00%	5.90	13.52	\$ 39.19	\$ -
2027	5.62%	6.23	14.28	\$ 41.39	\$ 2.20
2028	5.32%	6.56	15.04	\$ 43.59	\$ 2.20
2029	5.05%	6.90	15.80	\$ 45.80	\$ 2.20
2030	4.81%	7.23	16.56	\$ 48.00	\$ 2.20
2031	4.59%	7.56	17.32	\$ 50.20	\$ 2.20
2032	4.39%	7.89	18.08	\$ 52.41	\$ 2.20
2033	4.20%	8.22	18.84	\$ 54.61	\$ 2.20
2034	4.04%	8.55	19.60	\$ 56.81	\$ 2.20
2035	3.88%	8.89	20.36	\$ 59.02	\$ 2.20
Total Change over planning period				\$	19.83

- The current Sewer volumetric rate is \$5.90 per 100 cubic feet and a service charge of \$13.52 for 5/8 inch meter.
- The usage is assumed to be 435 CF per month.
- Using the annual amount increase the increase in charge is consistent from one year to the next. Utility gets more money up front in this scenario.

Blocks Replaced	33
Blocks Rehab'd	190
Total Blocks Improved	223
City Funds Spent (cash)	\$1.8 million
City Funds Spent (loan)	\$4.5 million
Grant Funds Spent	\$2.6 million
Total Funds	\$8.9 million

2020 Sewer Replacement

- 7 blocks of sewer main replacement
- \$392K City funded (cash)
- Completed Fall 2020

2020 Sewer Rehab Cure In Place Pipe (CIPP)

- 25 blocks of sewer main rehab
- \$609K City funded (cash)
- completed Spring 2020

Waterfront Access Road

- 3 blocks sewer main replacement
- \$155K City funded (cash)
- Completed Summer 2021

Alley Sanitary Sewer Replacement

- 3 blocks sewer main replacement
- \$370K City funded (cash)
- Completed Summer 2023

2021 CIPP

- 56 blocks of sewer main rehab
- \$750K DNR funding (grant), \$623K City funded (30 yr loan @ 0.97%)
- Completed Summer 2021

6th St E Reconstruction

- 6 blocks of sewer main replacements
- \$215K CDGB funding (grant), \$273K City funded (cash)
- Completed Summer 2022

2022 Sanitary Sewer Replacement

- 6 blocks of sewer main replacements
- \$338K DNR funding (grant), \$900K City funded (30 yr loan @ 0.97%)
- Completed Fall 2022

2022 CIPP

- 66 blocks of sewer main rehab
- \$412K DNR funding (grant), \$956K City funded (30 yr loan @ 1.353%)
- Completed Fall 2022

2023 CIPP

- 68 blocks of sewer main rehab
- \$500K DNR funding, \$924K City funded (30 yr loan @ 1.37%)
- Ongoing, to be completed summer/fall 2024

2023 Sewer Replacement

- 5 blocks sewer main replacement
- \$250K DNR funding, \$613K City funded (30 yr loan @ 1.37%)
- Completed Spring 2024

Ore Dock Access Road

- 3 blocks sewer main replacement
- \$119K DNR funding, \$175K City funded (30 yr loan @ 2%)
- Ongoing, to be completed Fall 2024

**VILLAGE OF ONTONAGON
RESOLUTION NO. 2026 – 03
SETTING FORTH RATES FOR WATER AND SEWER SERVICE
EFFECTIVE APRIL 1, 2026**

At a meeting of the Village Council of the Village of Ontonagon, held on the 9th day of March 2026, in the offices at 315 Quartz Street, Ontonagon, Michigan, the following resolution was offered by Trustee Hopper and supported by Trustee Rebholz.

RECITALS

WHEREAS, pursuant to Section 54-136 of the Code of Ordinances, Village of Ontonagon, the Village Council shall from time to time, set rates for water and sewer service, and

WHEREAS, rates and charges for the operation, maintenance, debt service, and replacement of the *water system* shall be sufficient to cover the expenses therein, and

WHEREAS, the Village of Ontonagon has entered into agreements with Ontonagon Township, Carp Lake Township, and the state of Michigan (Porcupine Mountain State Park) to provide water service to their respective jurisdictions, and

WHEREAS, rates and charges for the operation, maintenance, debt service, and replacement of the *sewer system* shall be sufficient to cover the expenses therein, and

NOW, THEREFORE, BE IT RESOLVED, that water and sewer rates and charges be set forth according to Attachment A dated April 1, 2026, and made part of this Resolution, and

BE IT FURTHER RESOLVED, that the *sewer* Ready-to-Serve Rate (Sewer Debt Fee) shall be \$45.50 beginning April 1, 2026, and

BE IT FURTHER RESOLVED, that the *sewer* Ready-to-Serve Rate (Sewer Debt Fee) shall increase 5% annually on April 1st beginning April 1, 2027 until changed by resolution of the Village Council, and

BE IT FURTHER RESOLVED, that the *sewer* Consumption Charge (Sewage Disposal Rate) shall be \$10.50 per 1,000 gallons beginning April 1, 2026, and

BE IT FURTHER RESOLVED, that the *sewer* Consumption Charge (Sewer Disposal Rate) shall increase 5% annually on April 1st beginning April 1, 2027 until changed by resolution of the Village Council, and

BE IT FURTHER RESOLVED, that this resolution supersedes any other previously adopted water/sewer rate resolutions or parts of resolutions, and

BE IT FURTHER RESOLVED, that upon adoption of this Resolution, copies of same will be mailed by first class mail to Ontonagon Township, Carp Lake Township, and the State of Michigan.

THIS RESOLUTION is hereby approved by roll call vote:

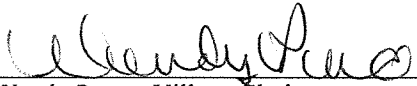
Lyle Perry, Trustee

yes

Michael Rebholz, Trustee	<u>yes</u>
Debra Seid, Trustee	<u>yes</u>
Dorothy Sharkey, Trustee	<u>yes</u>
Sarah Hopper, President Pro-Tem	<u>yes</u>
Pamela Coey, President	<u>yes</u>

And, adopted by a 2/3rds vote of the Village Council of the Village of Ontonagon, this 9th day of March, 2026.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Ontonagon, County of Ontonagon, State of Michigan, at a regular meeting held on Monday, March 9, 2026, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of Public Acts of Michigan 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Wendy Pence, Village Clerk

Village of Ontonagon - Attachment A

4/1/26

Water & Sewer Rates and Charges - Effective April 1, 2026

Water Rates:

\$35 per month	*Long Term Debt Fee - All Users
\$10 per thousand gallons	Potable Water Consumption Rate - All users located within 1.5 mile radius of Village Office/Garage (315 Quartz St.)
\$15 per thousand gallons	**Potable Water Consumption Rate - All users located outside of 1.5 mile radius of Village Office/Garage (315 Quartz St.)
\$13.08 per thousand gallons	***Potable Water Consumption Rate - State of Michigan
\$150	Water Deposit - Renters Only - All Users (Deposit shall be paid prior to receiving service)
\$75	Water Turn On/Off Fee for Delinquency - all Users
\$30	Water Turn On/Off Fee at Owner's Request - All Users
No Charge	Water Turn On/Off for Repairs
\$20	Meter Testing Fee if Meter is Found to be Accurate - All Users
\$25	Inspection Fee for Water Disconnection of Service - All Users
\$4	Late Payment Fee - All Users
\$20 + Potable Water Rate	Hydrant User Fee (Per opening and by Village Personnel ONLY) - All Users
Refer to Water Ordinance (No. 2004-03)	Benefit Fee - All Users
Actual Cost	Water Connection Fee (New Water Service to Existing Main) - All Users (Connection fee shall be paid prior to installation of service)
Actual Cost	Water Main Extension for New Service Connection - All Users (Fee shall be paid prior to extension of main)

Sewer Rates:

\$45.50 per month^	*Long Term Debt Fee - All Users
\$10.50 per thousand gallons^^	Sewer disposal rate - All Users (consumption based on water meter readings)
Actual Cost	Sewer Connection Fee (New Sewer Service to Existing Main) - Village of Ontonagon
50% of Actual Cost	Sewer Main Extension for New Service Connection - Village of Ontonagon (Fee shall be paid prior to installation of main)

NOTES:

*Long Term Debt Fee will be charged monthly regardless of whether water service is on or off.

**Per 1/9/98 Agreement, Carp Lake Township water consumption rates shall NOT be more than 1 1/2 times the rate charged by the Village to customers within the Village.

***Per 11/7/02 Agreement, State of Michigan adjustments for water consumption rates will be based on the Consumer Price Index, and will be made no more frequently than on an annual basis.

^Per Resolution 2026-03, the Long Term Sewer Debt Fee shall increase 5% annually beginning 4/1/27.

^^Per Resolution 2026-03, the Sewer Disposal Rate shall increase 5% annually beginning 4/1/27.

SUBJECT: Contracts with Cedar Corporation for 2027 Mill & Overlay Projects (*Public Works*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

- 1. 3rd Street Curb Ramp Agreement
- 2. Beaser Avenue Curb Ramp Agreement

COMPLIANCE WITH STRATEGIC PLAN: Infrastructure- Street Improvements

SUMMARY STATEMENT:

At the January 10, 2023 meeting, the City Council approved State Municipal Agreements with the Wisconsin Department of Transportation (WI DOT) for the Beaser Ave Mill & Overlay and 3rd St W Mill & Overlay projects.

At the November 14, 2023 meeting, the City Council approved contracts for design engineering for both projects with Cedar Corporation. The scope of the mill & overlay for Beaser Ave is from US2 to Maple Lane, excluding the parking lanes. The scope of the mill & overlay for 3rd St W is from Ellis Ave to Sanborn Ave, including the parking lane.

The projects have been in design for the past 2.5 years. A major issue that has come up has been the need to replace curb ramps along Beaser Ave and 3rd St along the above described scope of work. Provisions associated with the Americans with Disabilities Act (ADA) require the replacement of curb ramps to meet applicable ADA standards whenever a mill and overlay or street reconstruction occurs. Beaser Ave was last resurfaced in 2009 and 3rd St W was last resurfaced in 2006. At the time of the grant application to the WI DOT, it was assumed that all curb ramps met ADA standards.

However, throughout the design process, it has been determined ADA standards have changed several times since 2006 and, as a result, a significant number of the curb ramps do not meet current standards, requiring replacement. Currently, approximately 50 curb ramps require replacement. The City plans to perform this work in house but detailed design plans are required. The WI DOT is requiring the City to fund both the design and construction of the curb ramp replacement.

Cedar Corporation has provided a cost estimate of \$52,225 for design of the 3rd St W curb ramps and \$36,100 for the Beaser Ave curb ramps for a total cost of \$88,325. Both contracts would be on a time and material basis. Niles Fetter, Civil Engineer-Streets, is working with Cedar Corporation and City crews to complete the work.

A portion of this cost was anticipated in the 2026 capital budget, which included \$100,000 in contingency funds. Approximately \$60,000 will be needed to fund the cost of materials for the work to be completed by City crews, leaving \$40,000 to appropriate toward the curb ramp design. The remaining \$48,325 is available in the fund balance for Capital Fund 470- Street Improvements based on a recent review of the fund balance by the Finance Director.

The Public Works Director is requesting Council approval to award the design contracts at the July 14, 2026 Council meeting.

**Confirmation of Client Request for Services
between Cedar Corporation (ENGINEER)
and City of Ashland (CLIENT)**

Authorization to Perform Professional Engineering Services

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: 3rd Street Curb Ramp Design for WisDOT ID 8995-00-17/18

Scope of Work: ENGINEER will complete field survey, curb ramp analysis, curb ramp design to provide plans for use by the CLIENT to construct curb ramps in advance of the WisDOT road project.

Method of Compensation: Work will be completed on a Time & Materials basis for \$52,225 not-to-exceed without prior approval of CLIENT.

The above cost includes \$25,615 of work and expenses already spent and billed to WisDOT for which ENGINEER will be billing the CLIENT for future WisDOT design work that equals that value.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: Work will be completed as quickly as possible so that the CLIENT can begin construction efforts in June 2026.

THIS AGREEMENT is hereby approved and executed this ____ day of June, 2026.

CITY OF ASHLAND

CEDAR CORPORATION

By: _____

By: William A. Betzig

Name: _____

Name: William Betzig, P.E.

Title: _____

Title: Sr. Project Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

2026 SCHEDULE OF HOURLY RATES

CLASSIFICATION	RATE
Architectural Associate	\$130 - \$145
Architectural Project Manager	\$150 - \$175
Community Specialist	\$145
Construction Manager	\$160 - \$175
Director	\$220
Engineer	\$125 - \$195
GIS Specialist	\$110 - \$145
Intern	\$95
Landscape Architect	\$155
Planner	\$115 - \$155
Principal	\$240
Project Assistant	\$95 - \$115
Project Manager	\$165 - \$215
Scientist / Geologist	\$105 - \$160
Senior Architect	\$190
Surveyor	\$120 - \$145
Technician	\$100 - \$145

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.72/mile
GPS/Robotic Survey Equipment	\$40/hour
Aerial Drone	\$350/hour
Hydrone	\$70/hour

Reimbursement expenses are subject to adjustment during the calendar year based on operating costs and the IRS standard mileage rate.

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.

Attachment A - Standard Conditions

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

- 2.1 INFORMATION/REPORTS.** Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.
- 2.2 REPRESENTATIVE.** Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.
- 2.3 GIVE NOTICE.** Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.
- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for

services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.
- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement,

including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause,

Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.
- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General,

Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that

relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to

attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

**Confirmation of Client Request for Services
between Cedar Corporation (ENGINEER)
and City of Ashland (CLIENT)**

Authorization to Perform Professional Engineering Services

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Beaser Avenue Curb Ramp Design for WisDOT ID 8995-00-19/20

Scope of Work: ENGINEER will complete field survey, curb ramp analysis, curb ramp design to provide plans for use by the CLIENT to construct curb ramps in advance of the WisDOT road project.

Method of Compensation: Work will be completed on a Time & Materials basis for \$36,100 not-to-exceed without prior approval of CLIENT.

The above cost includes \$20,850 of work and expenses already spent and billed to WisDOT for which ENGINEER will be billing the CLIENT for future WisDOT design work that equals that value.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: Work will be completed as quickly as possible so that the CLIENT can begin construction efforts in June 2026.

THIS AGREEMENT is hereby approved and executed this ____ day of June, 2026.

CITY OF ASHLAND

CEDAR CORPORATION

By: _____

By: William A. Betzig

Name: _____

Name: William Betzig, P.E.

Title: _____

Title: Sr. Project Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

2026 SCHEDULE OF HOURLY RATES

CLASSIFICATION	RATE
Architectural Associate	\$130 - \$145
Architectural Project Manager	\$150 - \$175
Community Specialist	\$145
Construction Manager	\$160 - \$175
Director	\$220
Engineer	\$125 - \$195
GIS Specialist	\$110 - \$145
Intern	\$95
Landscape Architect	\$155
Planner	\$115 - \$155
Principal	\$240
Project Assistant	\$95 - \$115
Project Manager	\$165 - \$215
Scientist / Geologist	\$105 - \$160
Senior Architect	\$190
Surveyor	\$120 - \$145
Technician	\$100 - \$145

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.72/mile
GPS/Robotic Survey Equipment	\$40/hour
Aerial Drone	\$350/hour
Hydrone	\$70/hour

Reimbursement expenses are subject to adjustment during the calendar year based on operating costs and the IRS standard mileage rate.

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.

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PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

- 2.1 INFORMATION/REPORTS.** Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.
- 2.2 REPRESENTATIVE.** Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.
- 2.3 GIVE NOTICE.** Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.
- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for

services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.
- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement,

including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause,

Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.
- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General,

Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES.

Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that

relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to

attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.