

1. Packet

Documents:

[APRIL 17, 2018 COUNCIL PACKET.PDF](#)

2. Supporting Meeting Documents

Documents:

[APRIL 17, 2018 COUNCIL PACKET ATTACHMENT 8J.PDF](#)

ASHLAND CITY COUNCIL MEETING
Tuesday, April 17, 2018- 6:15 P.M.
Ashland City Hall Council Chambers

Please turn off all cell phones during the meeting.

1. CALL TO ORDER

- A. Mayor's Oath of Office
- B. Elected Councilors Oath of Office
- C. Roll Call
- D. Moment of Silence
- E. Pledge of Allegiance

2. ELECTION OF COUNCIL PRESIDENT

- A. Acceptance of Nominations from the Floor
- B. Motion/Second to Close Nominations
- C. Vote by Secret Ballot

3. APPROVAL OF AGENDA (Voice)

4. APPROVAL OF MINUTES of the March 27, 2018 Council and Committee of the Whole Meetings
(Voice)

5. CITIZEN PARTICIPATION PERIOD (Clerk reads rules prior to public comments)

6. MAYOR'S REPORT

- A. Announcements
- B. Appointments

Municipal Library Board

Mary Asbach, term expires October 31, 2019

Parks and Recreation Committee

Meghan Salmon-Tumas, term expires April 30, 2021
Dick Pufall, Council Rep., term expires April 16, 2019

Plan Commission

David Mettille, Council Rep., term expires: April 16, 2019
Charmaine Swan, term expires April 30, 2021

7. CONSENT AGENDA (Includes items that were unanimously approved by Committee of the Whole)

Roll

- A. Operator's Licenses
- B. Miscellaneous Minutes
- C. Planning and Development Report – March, 2018

8. NEW BUSINESS

- A. Approve Moment of Silence or Invocation as Required by Chapter 51.06, Ashland City Ordinances *(Clerk)* **Voice**
- B. Review and Re-Affirmation of Resolution Accepting the Nine Tools of Civility and Communication Concerning Conduct of Council and Committee of the Whole Meetings *(Mayor)* **Roll**
- C. Approve Kristeen M. Engberg as New Agent for the Alcohol Beverage License Application for Krist Oil Company, 521 Lake Shore Drive East *(Clerk)* **Voice**
- D. Approve Robert J. Walworth as New Agent for the Alcohol Beverage License Application for Vintage Platter, Inc. at 315 Turner Road *(Clerk)* **Voice**
- E. Approve the Purchase of Two Used Vehicles from Von Holzen Chevrolet Buick GMC, Inc. for the Police Department for the Purpose of Conducting Investigations and Training *(Police Department)* **Roll**
- F. Approve the Contract with DNH, Inc. for Assembly Work of the Newly Purchased A-Dock at the Marina *(Marina)* **Roll**
- G. Approve the Purchase of a Road Rescue/Ford F-550 Ambulance from Everest Emergency Vehicles, Inc. to Replace the Fire Department's Med-8 Ambulance *(Fire Department)* **Voice**
- H. Approve the Agreement with Memorial Medical Center for the Ashland Fire Department Community Paramedic Program *(Administration)* **Voice**
- I. Approve the Resolution to Approve the Revolving Loan Fund Application from Jacks Burger Barn, Inc. *(Mayor)* **Roll**
- J. Approve to Enter into a Contract with a Qualified Engineering Firm for Design and Engineering Services Related to Repairing the City Dock at Bayview Park *(Parks and Recreation)* **Voice**
- K. Approve the Purchase of a 2019 Western Star Single Axle Chassis from Boyer Trucks, and a Salter/Sander Box with Attachments from Monroe Truck Equipment *(Public Works)* **Roll**
- L. Approve the Sale of City-wide Surplus Equipment *(Public Works)* **Voice**
- M. Approval to Enter into a Three Year Agreement with Cedar Corporation for Engineering Services for the Public Works Department *(Public Works)* **Roll**
- N. Approve a Resolution Accepting Workmanship of Rachel Contracting, Inc. and Approve Final Payment on the Former Timeless Timber Demolition Project at 2200 East Lake Shore Drive *(Planning & Development)* **Roll**

- O. Approve a Resolution to Approve the Offer to Purchase of City-Owned Property Adjacent to 701 Lake Shore Drive East, Zoned Waterfront City Center (W-CC) and Gateway Overlay District (GTWY-O), Parcel #201-01224-0000, to Donna Pearson Maday (*Planning & Development*) **Roll**
- P. Approve the Proposed Amendment to the Development Agreement with Ashland Cobblestone, LLC (*Planning & Development*) **Voice**
- Q. Approve the Proposed Amendment to the Development Agreement with Apostle Investments, LLC, dba Culvers (*Planning & Development*) **Voice**
- R. Approve an Agreement Between the City of Ashland and Ashland School District Regarding Removal of a Median Strip from Beaser Avenue, Including New Street Design (*Planning & Development*) **Voice**
- S. Review and Possible Action of Chapter 28, Ashland City Ordinances, Duties and Responsibilities of City Administrator, to Ratify Chapter 28 and Begin the Recruitment Process in Preparation for the Replacement of the City Administrator (*Mayor*)

9. CLOSED SESSION

- A. CLOSED SESSION per Wisconsin Statute 19.85(1)(b) and (1)(c) “to consider dismissal, demotion, licensing or discipline of any public employee of person licensed by a board or commission, or the investigation of charges against such person,” and “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.” (*Reporting to the City Council on disciplinary action taken by City Administration with regard to the former Public Works Director; not an evidentiary hearing. The Council will not be asked to take any final action.*) (*City Attorney*) **(Roll)**
- B. Return to Open Session
- C. Action and/or Reporting on Closed Session Discussion and Action

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.

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

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 1

PRESENT: Richard Ketring, Ella Teague, Kate Ullman, Carl Doersch, David Mettille, Pat Kinney, Charles Ortman, Donna Williamson, Dick Pufall, Jackie Moore

ABSENT: Holly George (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Mary Garness, City Attorney David Siegler, City Clerk Denise Oliphant, Planning & Development Director April Kroner, Planning Assistant Megan McBride, Public Works Interim Director Sharon Campbell, Human Resources Director Jan Anderson, and Other Concerned Citizens

Agenda Item 1: Call to Order

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

Agenda Item 2: Approval of Agenda

Teague moved, Pufall seconded a motion to approve the agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 3: Approval of Minutes of the March 13, 2018 Council and Committee of the Whole Meetings

Pufall moved, Moore seconded a motion to approve the minutes of the March 13, 2018 Council and Committee of the Whole meetings. The motion carried unanimously by voice vote.

Agenda Item 4: Citizen Participation Period

Bob Kreinbring, VFW, spoke in favor of the VFW acquiring the City-owned building and the necessary renovations that are expected for their occupancy, should they be approved. He also commended April and Megan in the Planning Department for their dedication to their positions.

Frank Kostka, VFW, acknowledged how City staff treated the Veterans with respect throughout this process.

Donna Blazek, 222 Prentice Avenue, informed Council of the dangers of the level of fluoride in the City's drinking water, stating reasons this should easily be removed, and showed a sample water filter available for use in homes.

Agenda Item 5: Mayor's Report

Mayor Lewis reminded all of the upcoming election on April 3, 2018. Polling locations will be open 7:00 a.m. to 8:00 p.m. for voters. An upcoming siting workshop meeting was planned regarding a power transmission line sponsored by Xcel Energy on April 4, 2018. The DNR is also having a public meeting on April 3, 2018 regarding the regional master planning process involving Lake Superior coastal areas. The League of Wisconsin Municipalities Legal Board has agreed to hold a Local Government 101

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 2

presentation. The date has yet to be determined. Lewis clarified with respect to the current website host, Eric Nelson, that there was no actual hacking or breach of the site around the time of the election. The final day for Mary Garness at the City will be April 3, 2018 as she has brought forward her resignation of City Administrator. There will be a reception held on her last day at 1:00 in the Council Chambers in her honor.

Agenda Item 5A: Appointments

Housing Committee

Sam Ray, Term Expires: October 1, 2019

2018-2019 Election Inspectors

Robert Bassett, Cathy Peltonen, Richard Strauss, Victoria Stroshane, Sarah Szymaniak

Moore moved, Teague seconded a motion to approve the Mayor’s appointments. The motion carried unanimously by voice vote.

Agenda Item 5B: Appointment of City Attorney (Administration)

Attorney David Siegler informed the Common Council on November 14, 2017 that after five years of dedicated service to the community, he will be retiring as City Attorney effective May 25, 2018. In response to his announcement, the City assembled an RFP for legal services which required proposals to be submitted by the end of business on Wednesday, February 14, 2018. The solicitation of proposals was advertised in the local newspaper, on the web, and with the Wisconsin League of Municipalities.

Two proposals were received by the City, both from local firms. The first firm, Dallenbach, Anich, & Wickman, S.C., consists of four attorneys, Matt Anich, Tyler Wickman, Monica Chase, and Max Lindsey, and three full-time support staff. The firm is a general practice firm that provides legal services on nearly all areas of law that arise in northern Wisconsin. Attorney Tyler W. Wickman is designated as the lead attorney in the first proposal. Wickman has been in the legal profession for nearly ten years and has practiced in downtown Ashland since 2008. Wickman has served as the City Attorney for Mellen for the past two years. Attorney Anich has extensive history as Ashland County Corporation Counsel and as Counsel for the Town of LaPointe. Attorney Lindsey is designated in the proposal as the second attorney on all City Attorney responsibilities. Lindsey was born and raised in Washburn and started his legal career in Albany, New York in 2015 where he worked in the area of environmental and land use practices. He recently returned “home” to this area to raise his family here. Either Lindsey or Wickman will have access to any other attorney in the firm for reference or for consultation on matters specific to the other attorney’s prior experience. In the event of a conflict of interest on the rare occasion when a matter involves Ashland County and the City of Ashland, the firm has indicated that they would likely rescue themselves from those situations and assist the City in obtaining other representation for such matters. This is a common practice in the legal profession.

The second local firm, Haukaas Law Office, S.C., currently consists of Craig Haukaas, admitted to the practice of law in 1987, and Vincent Kurta, admitted to the practice of law in 2015, paralegal Stefanie Coleman, who joined the firm in 2015, two support staff, a part-time investigator, and a part-time

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 3

intern. Blake Gross is expected to join the firm in June of 2018 as an attorney, and the firm anticipates hiring another part-time attorney, an additional full-time paralegal and an additional full-time support staff member in 2018. The firm currently represents several towns in Ashland and Bayfield County including Barksdale, Bayfield, Cable, Eileen, Gingles, Pilsen, and White River. Attorney Haukaas is designated in the proposal as the lead contact for the City Attorney position with the understanding that the entire resources of the firm would be hired by the City.

Interviews with representatives of both firms were held in the Council Chambers on Thursday, March 15, 2018. Each firm was interviewed for one hour with opportunities for questions and answers. Representing Haukaas Law Office, S.C. were Craig Haukaas and Vincent Kurta. Representing Dallenbach, Anich, and Wickman, S.C. were Tyler Wickman and Max Lindsey. Representing the City of Ashland at the interviews were Chief of Police Jim Gregoire, Captain Bill Hagstrom, Planning and Development Director April Kroner, City Administrator Mary Garness, and Mayor Debra Lewis. Following the interview, the Ad Hoc Interview group met for a preliminary discussion. The group agreed to reconvene on Monday, March 19, 2018 to reach a final consensus to recommend to Council. The group met on March 19, 2018 and after considering the strengths and weaknesses of both firms, reached a consensus to support a recommendation to choose Tyler Wickman.

The Mayor, after consulting with city employees who participated in the interviews with both firms, recommended that Tyler Wickman be hired as the City Attorney for Ashland on a contract basis, with the initial contract term of one year. Attorney Wickman will be available at the Council meeting for questions the Council may have related to the Mayor’s appointment. Upon completion of the discussion, the Council will be asked to confirm the Mayor’s appointment via a roll call vote.

The City has budgeted funds of \$64,430 for attorney services. The following analysis provides an estimate of costs to provide services from each firm based on the actual average hours worked (based on a four year average):

Firm	Hourly Rate	Average Hours 423	Low Hours 325	High Hours 503
Haukaas	\$175	\$74,025	\$56,875	\$88,025
Wickman	\$150	\$63,450	\$48,750	\$75,450

Depending on the level of services that are required of the attorney of choice, the City may or may not need to appropriate additional funds to ensure adequate funding is appropriate for services rendered.

Recommended Motion: The City Administrator and Mayor recommended approval of the following contractual terms with Tyler Wickman:

Fees billed as per the Request for Proposals – Hourly Fee of \$150.00 per hour for time spent providing legal services to the City; Initial contract term of one year with re-negotiation of contract terms with consideration of the following: whether an hourly rate, flat fee/retainer or a combination of both is in the best interest of the City; Review and consideration of work flow

and work assignments to ascertain whether the interests of the City are being addressed in a manner that is consistent with the City goals; Approval of any other contract terms that City Administration deems appropriate to ensure that the best interests of the City are addressed.

Ketring moved, Mettillie seconded a motion to approve the appointment of Attorney Tyler Wickman of Dallenbach, Anich, and Wickman, S.C. as City Attorney to begin at the end of May, 2018. The motion carried unanimously by roll call vote.

Agenda Item 6: Consent Agenda

Moore moved, Pufall seconded a motion to approve the Consent Agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 6A: Operator's Licenses

Amelia E. McPherson

Agenda Item 6B: Miscellaneous Minutes

Agenda Item 6C: Discussion and Possible Action to Approve the City of Ashland Website Upgrade With CivicPlus and Authorize the City Administrator to Negotiate a Service Agreement for Website Service for up to a Five Year Period (Clerk)

The need for government transparency and relevance in the community is imperative to maintain public trust and respect. The current City of Ashland website was developed in 2014. Due to the technological complexity of working with this site, it has been difficult to update the website to keep the site current. The necessary time commitment on the staff's end has prevented ongoing general use and updating, limiting the cost effectiveness of doing so.

Who Is CivicPlus

CivicPlus is a municipal-focused website host company who boasts as the #1 provider for local government websites, including 60+ in Wisconsin. The company employs over 200 professionals with a focus on local government organizations for 20+ years, and have expanded to more than 2700 clients throughout the U.S. and Canada. Founded and centered in Manhattan, Kansas, they have multiple locations across the U.S. to house their security systems. CivicPlus has staff on hand 24/7/365 for live support and assistance at any time, as well as online chat and video guidance to access at any time for all staff using the system.

Where We Are Now

As technology continues to change the means for communication and information, local government has not been unaffected. Mobile devices have become a household staple and the main resource for social media, news, and data. The current city website is below internet and mobile use standards that is needed to sustain the expectations of the public. When the City of Ashland redesigned its official website in 2014, the initial investment was over \$10,000. The face of this site has yet to be changed or updated, and it is cluttered and dated making it difficult for visitors to navigate. Staff are unable to

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 5

publish documents of certain sizes due to the current limitations causing a roadblock in getting updated information to the public. Due to the structure of the site background, staff are required to rely on the site host to post information or make seemingly simple changes to the site. Staff have encountered hours and even days of delay to post, update or correct issues due to the sluggish response time to their requests. Our current system requires two servers for our IT personnel to monitor and maintain beyond the website host, consuming approximately 25% of that person's staff time. By utilizing CivicPlus, a cloud-based hosted system, we would no longer need two servers for the one program, and could free up valuable staff time.

Looking Into the Future

While conceding to frustrations of the current website, alternatives have been sought out to investigate options for a workable and effective website. After researching a multitude of hosts of various systems, the Clerk and Administrator narrowed the options to three. Of these three, CivicPlus has stood out in customer service, experience, and security to be the top choice. Although not the least expensive, Administration trusts CivicPlus to be the ideal fit to enhance the website experience for visitors, staff, potential businesses and citizens, and other municipalities in a way that will prove to represent the City of Ashland in the light that Council and staff would be proud.

CivicPlus boasts options and modules that are included in the contracted costs:

Employment and RFP announcements	How Do I...
Responsive request center	Customizable forms creation
Alert and Emergency news center	Payment center
Automatic ADA and translating compliance	Online permit and license applications
GIS and mapping capable	Community voice and surveys
Document and archive center	Drag-n-drop editing
Multilevel calendar	Photo Gallery
Bid notice and postings	Meeting notices
100% mobile responsive	Analysis and auditing statistics
Business and resource directory	Simple, do-it-for-you formatting

These and more are highlighted further in the CivicEngage Premium Package Modules document. Also included in the contract is a guaranteed facelift and redesign after the fourth year of service at no additional charge. Additional available modules include that to serve Parks & Rec, Human Resources and Meetings and Agendas for staff efficiency and effectiveness. If either of these modules were to be utilized through the CivicPlus system, separate software licenses could be eliminated in the long run.

Noteworthy

Responsive Request Center: The City of Ashland has a current software program beyond the City website, which includes a module to handle and track citizen complaints and requests. Though in process of implementing for some time, practical use of this system has not been achievable due to the staff time required to train and utilize it. Through CivicPlus, there is no staff time required as any complaints or comments through the website will be automatically directed to the appropriate department(s), responded back to the citizen as being received, and trackable by mapping the location of the issue. The citizen can return to the site to view any progress on his/her initial problem, and will

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 6

receive a message when the item is completed. An analysis can be done at any time to locate problem areas to promote preventative maintenance.

Alert and Emergency News Center: Visitors of the City website would be able to choose to be alerted as to meeting notices and cancellations by logging in and choosing what type of notices they are interested in (meetings, RFPs, fire or police reports, etc.) and how they would like to receive them (by email, mobile text, etc.). Messages will be directed to the citizen the moment they are posted to the website with no additional work by staff. More importantly, emergent and urgent alerts can be funneled to the local medias, schools, medical centers, and neighboring emergency centers in the same manner, for instance Amber Alerts, School Closings, Storm Warnings, Road Closures, and water contamination notices. In many instances, time can make an incredible difference for our communities safety and security, and with CivicPlus, we can eliminate delays, phone calls, and individual email messaging.

ADA Compliance: Local governments are not excused from compliance requirements to be accessible to any persons with disabilities, whether they are hearing or visually impaired or require a language interpreter. Non-compliance creates a barrier that impacts information translation and transparency. CivicPlus has the trained personnel who will help guide Ashland’s staff to create a website that will be completely accessible throughout its design and translation capabilities to ensure compliance is maintained throughout its site.

The Options

Listed below are quotes from three of the website companies researched.

CivicPlus	Granicus	Civic Live
\$26,160/\$4850 per year	\$36,900/\$4950 per year	\$16,000/\$2800 per year

CivicPlus offers an Advantage Payment plan, which would allow the initial investment to be spread over four years bringing the payments down to \$10,178 per year for the first four years. The ease of paying over time would prevent a strain on the already tight budget in the near future and allow for unexpected and necessary expenditures.

Support and Security

In an effort to prepare for the inevitable advances of technology, we must be prepared to retain the security of the City of Ashland and its citizens. Hacking is ever present and will be more so as hot-button issues arise such as elections and identity theft. At the time of recent hacking attempts on our current website, it was not made known to the City until a citizen made an inquiry to City Hall after having difficulty navigating our site. The process of identifying and correcting the issue was excessively timely and could have been potentially costly. With CivicPlus, we are assured of virus and hacking protection 24/7/365 with constant monitoring and testing, and frequent intervals of backup in the case of a disturbance that should require shutdown. We would also have continuous software and system upgrades as they become available without interruption to our service automatically.

Support is never more than a click or phone call away at literally any time of the day or night. CivicPlus is well versed in supplying expertise in the development and implementation throughout the entire project and beyond. After implementation, continuous training will be available by a simple phone call,

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 7

chat request or guided step-by-step help menus and videos. The availability of live customer service 24/7/365 is critical for both troubleshooting and training.

Bringing Us All Together

The current City of Ashland official website was laid out to be able to reach each department and outlet that the City has to offer. Due to the aforementioned complexity to use the system, several departments chose to create their own separate websites, including Parks and Rec, both Police and Fire departments, and the Library. This translates to the public that these are separate or conflicting departments from City Hall, which could not be further from reality. CivicPlus will help the City of Ashland reconnect and display cooperation and communication as it integrates those individual sites to develop a single incorporated site.

Staff Use and Policy

It is anticipated that all of the departments will have a designated website user to maintain their page and information. Along with a fresh look will come the ease and compliance for every department to check in consistently to be certain their pages are well kept up and current. Users will have permissions and/or limitations according to their responsibilities. This would allow any edited material to be passed to authorized personnel for proofing and approval before posting onto the site. It will be determined by administration as to what these limitations consist of and how they are applied.

Staff have also been responsible to maintain their department's pages, to keep the information organized and the public consistently informed. This also fell to the wayside as the current site is extremely difficult and time consuming to work with, again requiring the site host or IT personnel to do the work and correct errors. The ease of CivicPlus will require minimal time to review and bring up to date on a regular basis.

Recommended Motion

To approve the City of Ashland website upgrade with CivicPlus and authorize the City Administrator to negotiate a service agreement for website service for up to a five year period.

At the March 13, 2018 Council meeting, Mettelle moved, Moore seconded a motion to approve the City of Ashland website upgrade with CivicPlus and authorize the City Administrator to negotiate a service agreement for website service for up to a five year period for the annual amount of \$10,178 for four years, reducing to \$4,850 on year five. The motion carried unanimously by voice vote.

NOTE: It was noted after this Council meeting there were statements made in this agenda bill which were vague and requested clarification. Under *Support and Security*, the agenda bill states: "In an effort to prepare for the inevitable advances of technology, we must be prepared to retain the security of the City of Ashland and its citizens. Hacking is ever present and will be more so as hot-button issues arise such as elections and identity theft. At the time of recent hacking attempts on our current website, it was not made known to the City until a citizen made an inquiry to City Hall after having difficulty navigating our site. The process of identifying and correcting the issue was excessively timely and could have been potentially costly." This statement should be corrected to state: "The City of Ashland Website has never been successfully hacked and we can say with confidence that there has been no resident data that was compromised and there have been no known security breaches under the watch of the current website host." The reference to a security issue that needed to be addressed was erroneous

and is intended instead to refer to a technology compatibility issue. The City of Ashland apologizes for any implication to the contrary.

Agenda Item 7: Old Business

Agenda Item 7A: Approve a Resolution to Approve the Sale of City-Owned Property at 211 6th Street West, Parcel #201-01972-000 to the VFW/American Legion (Councilor Kinney)

February 27, 2018: Discussion and possible action of the Applicant acquiring the subject site was brought to the Committee of the Whole by Councilor. At that meeting, the VFW/American Legion (the 'Applicant') requested that the City give the subject property to the organizations due to their growth and need for improved access for aging members. It was added they intended to sell their current facility and use the proceeds from that sale towards renovations at the subject site.

The ultimate outcome of the Committee of the Whole meeting was a motion instructing staff to research the process of the City giving the building to the applicant and to assist in fundraising, and to bring the item forward for Council consideration at the March 13, 2018 meeting. The motion was approved unanimously.

March 13, 2018: Item was brought to the City Council. It was determined there are several ways to approve a conveyance to the applicant if that was the Council's desire, including amending the City's Land Acquisition and Disposition Ordinance (Ord. 478). At the meeting, a representative of the Applicant indicated they would pay \$50,000 for the property. In addition, the Applicant added they are not interested in a lease arrangement.

Council directed the process should proceed as a "city-initiated land sale, informal sales procedure" per Sec. 478.06 (c). Under this process, City staff is to negotiate the terms of the sale, the Plan Commission is to review the possible sale and make a recommendation to Council, and Council is to take final action. There is no public hearing. The Council requested this item to return to Council at the March 27, 2018 meeting.

A summary of the City's investment in the subject property was provided to the Council in the Agenda Bill. The City's total net investment in the subject property is \$154,577.

History of VFW/American Legion Location(s) Since 1990

In 1990, the City entered into an agreement with the Applicant to lease them the basement of the building that was located at 222 Ellis Avenue, the City's former Leisure Services building.

In 1997, the City terminated the lease and sold the Leisure Service building to M&I Bank. It was agreed the City would pay the Applicant \$75,000, and the Applicant would release the City's obligation to provide the Applicant a comparable alternative home.

At the same time in 1997, the City entered into an agreement to lease the Applicant the City property at 220 Main Street East (Parcel #201-01624-0000, former Water Utility building). The agreement identified

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 9

rent to be \$100/month, and provided the Applicant an option to purchase the premises for \$25,000 (and deducting any lease payments that had been paid).

The Applicant exercised their option to purchase the property in May of 1998, and no money was exchanged as part of the purchase per available records.

Former Chequamegon Bay Engineering Building (subject site) Information

The City of Ashland purchased the subject site in 2000, rented the building for a while, and then sold the building (in part for services). The subject site was most recently owned and occupied by Chequamegon Bay Engineering, Inc. In 2015, the business closed and the City purchased the property back. As indicated previously, the City's net investment in the property is \$154,577.

Upon acquisition in 2015, the City considered using the subject site as the new home for the Ashland Police Department, but in 2017 determined the building was not feasible for the long-term interest/needs of the City with regards to a police station.

The last Assessment summary for the subject site was for the 2014 tax year, and the property was assessed at a value of \$210,900 (\$16,000 land, \$194,900 improvements). At that time, the estimated fair market value of the building was deemed \$199,100 by the City Assessors. Note, this is not a property appraisal, nor does the value reflect current conditions/recent land sales that occurred in the vicinity of the site. Upon the City taking ownership in 2015, the site has been off the property tax roll.

Offer Details

Per the discussion at the March 13, 2018 Council meeting, the Applicant offers to purchase the subject property for \$50,000.

Per the informal sales procedure identified in Ordinance 478, the purchaser is to be responsible for all costs involved with the sale as they are needed, including but not limited to appraisal, title insurance, recording fees, and other related closing costs. However, such transaction fees may be waived by the Common Council.

There was extensive public comment, followed by discussion among the Plan Commission members, at the Plan Commission meetings. The Plan Commission voted differently than what was recommended by staff; specifically they recommended to City Council that the subject property be sold to the VFW/American Legion for a price to be determined by the Council.

After deliberation amongst the Councilors, Williamson called the question, seconded by Kinney. The motion carried by a 7-3 voice vote; opposed were Ullman, Ketring, and Ortman.

Williamson moved, Ketring seconded a motion to approve the Resolution to approve the sale of the City-owned property at 211 6th Street West, Parcel #201-01972-000, to the VFW/American Legion for the amount of \$50,000. The motion carried 9-1 by roll call vote; opposed was Ullman. **(File #17430)**

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 10

Agenda Item 8: New Business

Agenda Item 8A: Discussion and Approval of the Resolution of the State of Wisconsin, Board of Commissioners of Public Lands, Application for State Trust Fund Loan for the Sum of \$550,000 for the Purpose of Financing Tax Increment District #10 Development Agreement and for No Other Purposes (Finance)

The Council approved at the May 30, 2017 meeting, the Ashland Cobblestone, LLC development agreement for Tax Increment District No. 10. The City's incentive payment for the Hotel project is \$800,000, of which \$250,000 is funded by a WEDC grant.

In the fall of 2017, during the preparation of the issuance of \$2,075,000 general obligation promissory notes, Sean Lentz, Senior Municipal Advisor from Ehlers, Inc., recommended to borrow the \$550,000 needed to fund the development agreement for Tax Increment District #10 from the State of Wisconsin Trust Fund for the following reasons:

A private activity use of borrowed funds will make a general obligation issue taxable which usually means a higher interest rate.

State Trust Fund Loans have no closing costs and may be prepaid without penalty.

The timeline is as follows:

By April 23, 2018, return the Council-approved application to the Board of Commissioners.

The Board of Commissioners will approve the application at a May, 2018 meeting.

The City has 4 months to draw the funds after the May, 2018 approval.

The City will submit a draw request on September 4, 2018.

By submitting a draw request after September 1, the first payment on the borrowing will be due March 15, 2020, which will be the first year of receiving tax increment in district #10.

This is a general obligation issue of the City, therefore, the resolution contained in the application states that "there shall be raised and there is levied upon all taxable property.....a direct annual tax for the purpose of paying interest and principal on the loan as they become due." HOWEVER, the tax increment from district #10 is estimated to cover the annual principal and interest payment. Per the development agreement, the developer is required to supplement the annual tax increment if it would be below \$95,808. The estimated annual principal and interest payment is \$75,500 at a 4% interest rate.

The City has adequate internal cash flow to fund the project until the State Trust Fund Loan and grant funds are received. The initial payment for the development agreement was issued December 20, 2017 in the amount of \$250,000.

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 11

Moore moved, Teague seconded a motion to approve the Resolution for the State of Wisconsin, Board of Commissioners of Public Lands, Application for State Trust Fund Loan for the sum of \$550,000 for the purpose of financing Tax Increment District #10 Development Agreement and for no other purposes. The motion carried unanimously by roll call vote. **(File #17431)**

Agenda Item 8B: Approve a Request for Funding for the Feasibility Study for Lake Superior Center for Fisheries, Aquatic Science and Education Initiative from the City of Ashland's Fund 453 (Council President)

In 2014, the City of Ashland acquired the ore dock and immediately began planning for the future use of the ore dock and the area near the base of the ore dock. The *Ashland Ore Dock Design Concept Report* was completed in September, 2016 and includes a site in the block south of the ore dock for a Research Center (p. 14). In May, 2016, a group of individuals from the region began meeting to explore how to make the Research Center a reality.

In about 2003, the City of Ashland and USGS were informed that the Research Vessel *Kiyi* would no longer be able to dock at the ore dock. If the *Kiyi* were to remain in Ashland, a new dock would need to be constructed. In 2004, the AADC and the City developed a proposal for a new dock and a Research Center and submitted it for Congressional funding. Funds became available for the dock and a new dock was constructed in 2005. Funding for the Research Center to support USGS did not materialize. The AADC and City have continued to look for a way to develop the Research Center. Given that Congressional earmarks are no longer a potential funding source, it is necessary to explore other avenues to construct the Research Center.

To support the effort to create the Research Center in August, 2017, the AADC formed the Steering Committee for the Lake Superior Center for Fisheries, Aquatic Science and Education. The committee consists of a diverse group of individuals from the region interested in supporting the effort. The committee includes the current AADC Director and past AADC Director. The AADC is acting as a fiduciary for the project. Three grants totaling \$29,000 have been received and private donations are approximately \$4,000 at this time.

The proposed Center would provide space for the United States Geological Survey (USGS), Fish and Wildlife Service (FWS) and National Park Service (NPS), along with public space to support education related to Lake Superior and an area for outside researchers to rent. The Department of Interior prefers to collocate these agencies and they are currently collocated at another site. For USGS in particular, it is desirable to have facilities in close proximity to the *Kiyi*. Northland College has also been involved in the meetings and is welcome to consider how it could participate in the project.

The committee has recognized the need for a feasibility study to answer questions related to how the Center will be developed and operated. Two of the grants have deadlines of June 30, 2018 for the feasibility study to be completed. In February, the committee issued an RFP for the feasibility study and conducted interviews. The AADC Board has approved a contract for the feasibility study. The feasibility study will cost an amount not to exceed \$49,875.

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 12

Agenda Item 8C: Approve a Contract with Granger Builders for Construction of a New Salt Shed, and for the Public Works Personnel to Provide Construction in Accordance with Ordinance 194.05 (Public Works)

The existing salt shed at Public Works is deteriorating and is in need of replacement. The design drawings and specifications were completed by C&S Design. Six bids were received for this project.

The project consists of reinforced concrete footings, 16 ft. high concrete foundation walls, and a wood frame and roof system with prefinished steel siding and roofing for a new 32 ft. x 67 ft. salt shed. The project was bid with alternates. Alternate 1 requested to deduct the estimated amount for the wood framing and roof portion of the project. The Public Works Facilities Foreman estimated the amount of time and materials it would take for City staff to complete the work. Based on this estimate, it was determined it was cost effective for the contractor to complete this work. Alternate 2 and 3 asked to add a separate estimate for concrete flat work. Having further discussions with staff, it was determined to be more cost effective for the contractor to do this portion of the work as well.

The new structure will accommodate a larger quantity of salt and hold salt, sand, gravel and road patching materials in dry, clean separate bunkers. This will greatly improve the effective and efficient use of the materials year round by the Public Works and Utility crews.

The Public Works staff will demolish the existing salt shed and do the site preparation for the contractor. This can be done with existing equipment, internal labor hours and with the purchase of necessary sand and gravel. In accordance with Section 194.05 of Chapter 194, Ashland City Ordinances, as provided by Wisconsin Statute 62.15(1), *a three-fourths vote of all members-elect of the Common Council of the City of Ashland is required for the City to perform public construction projects.*

Staff recommended awarding the contract to the lowest responsible bidder, Granger Builders, and for the Public Works staff to complete the site preparation for the new salt shed. Ashland City Ordinances, as provided by Wisconsin Statute 62.15(1), state a three-fourths vote of all members-elect of the Common Council of the City of Ashland is required for the City to perform public construction projects.

Doersch moved, Teague seconded a motion to approve a contract with Granger Builders for construction of a new salt shed, and for the Public Works staff to provide demolition of the existing structure in accordance with Chapter 194.05, Ashland City Ordinances, for the amount of \$224,625.00. The motion carried unanimously (10-0) by roll call vote.

Agenda Item 8D: Approve Ordinance to Amend Chapter 781 (1764), Ashland City Ordinances, Unified Development Ordinance, to Comply with 2017 Wisconsin Act 67 (Plan & Develop)

2017 Wisconsin Act 67 included changes to Wisconsin law governing the issuance of conditional use permits. Such changes were made following a recent case law decision of the Wisconsin Supreme Court (AllEnergy Corp v. Trempealeau County). The case law limits local government discretion related to the issuance of conditional use permits, and is based on the premises that by 'adding a conditional use to a zoning district, the municipality rejects, by that very act, the argument that the listed use is incompatible with the district'. It further clarified that 'an application for a conditional use permit is not an invitation to re-open that debate. A permit application is, instead, an opportunity to determine whether the

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 13

specific instantiation of the conditional use can be accomplished with the standards identified by the zoning ordinance'. In summary, the legislative changes resulted in the following items needing to be amended/added to the City's UDO:

Added a definition of 'substantial evidence'.

If an applicant for a CUP meets or agrees to meet all of the requirements and conditions specified in the ordinance or imposed by the City, the City shall grant the CUP.

Any conditions imposed must be related to the purpose of the ordinance and be based on substantial evidence, and must be reasonable to the extent practicable, measureable, and may include conditions such as the permit's duration, transfer or renewal.

Requires publication of a Class 2 notice for conditional use permit applications.

In addition to the proposed text amendments, the City should revisit the conditions listed in the ordinance to ensure that it will be able to review specific development proposals against the purpose of the ordinance and be able to support conditions imposed with substantial evidence. In addition, the City may want to reassess the listing of permitted and conditional uses within the zoning districts.

Also included is one proposed amendment to section 10.3(D) pertaining to legislation related to substandard lots.

Doersch moved, Mettelle seconded a motion to approve an Ordinance to amend Chapter 781 (1764), Ashland City Ordinances, Unified Development Ordinance, to comply with 2017 Wisconsin Act 67. The motion carried 9-1 on a voice vote; opposed was Ketring. **(File #17432)**

Agenda Item 8E: Review of Chapter 28, Ashland City Ordinances, Discussion on the Qualities and Qualifications Desired for the City Administrator Position, and Direction on Recruitment to Fill the City Administrator's Position in Preparation for the Replacement of the Current City Administrator (Human Resources)

The City Administrator has announced her intention to resign to accept an alternate employment opportunity effective April 3, 2018. The Council needed to begin planning for the recruitment of the Administrator's replacement.

Recruitment for the position can be undertaken in one of two ways – through the use of in-house staff or with the assistance of an outside professional service. To permit recruitment to get underway, staff needs to be made aware of the direction that is desired by Council.

The City had appointed five individuals to the position of City Administrator after establishing the position in 1994. Two of those individuals were recruited to fill the position with the assistance of an outside agency (David Frasher and Pete Mann). One individual was recruited without outside assistance (Tony Murphy) and two were promoted from within the organization (Brian Knapp and Mary Garness).

The assistance of an outside agency can be helpful with recruitment activities to fill any position but it doesn't relieve staff of work that is necessary to bring the effort to a successful conclusion. When one considers the advantage of internet communication in reaching the target audience, the preparation the Council must undertake to determine the qualifications of the candidates, tasks that staff will be assigned to assist with the effort in preparation of pre-recruitment materials, review of the recruiter's materials, screening and distributing candidate applications, and the use of the Police Department for background checks, one begins to wonder if recruiting services really provide value for the cost that is charged.

Several national and regional recruiting agencies exist that have been utilized by public bodies in Wisconsin to fill vacancies. The Brim Group, Springstead, Baker Tilly, and Public Administration Associates (PAA) all have worked in Wisconsin. The City has used PAA for past recruitments. The recruiter will charge a fee for the professional service that is provided in addition to out-of-pocket expenses for such items as travel, telephone calls, advertising, etc.

The advantage of a recruitment agency is that they generally have a portfolio of potential candidates which they will likely make aware of the availability of the position. The higher priced recruiters will limit their invitations to those individuals who the recruiter believes has the experience and skill set to meet the requirements of the employer.

The City can designate to whom résumés should be submitted to – the City or the recruiter. Generally speaking, résumés will normally be submitted to the recruiter who will make the first screening of applicants. Those applicants that clearly don't have the minimum qualifications or experience will be immediately discarded by the recruiter. All others will be turned over to the employer for screening unless the City instructs the recruiter to limit his/her submittals to the top five or ten individuals who are, in the opinion of the recruiter, the top candidates. Although this process assists in sifting through the applications, screening by the recruiter does limit the Council's opportunity to review every application submitted and make decisions as to a candidate's potential fit for the organization. Recruiters can be of assistance with the interview process and contract negotiations if desired by the Council.

Recruiters typically rely on the employer for background investigations of an applicant. Most recruiters, except perhaps the higher priced services, don't have the ability to undertake the background investigations of applicants desired by the employer. They tend to rely on the employer, and its law enforcement agency, to undertake the desire checks.

If the Council chose to proceed with the acquisition of an outside recruitment agency for filling the Administrator's position, the RFP for the service would need to be prepared. It was anticipated that an RFP could be issued and proposals received in time for review at the Council's April 17th reorganizational meeting.

As the recruitment to fill the City Administrator position began, several questions will need to be answered. The International City/Council Manager's Association (ICMA) notes that the most important element of the Manager/Administrator recruiting process is the development of a framework to include the creation of an Administrator profile and discussion of a range of compensation. Prior to moving

ASHLAND CITY COUNCIL MEETING
Tuesday, March 27, 2018 6:15 P.M.
Ashland City Hall Council Chambers
Page 15

forward with recruitment, Council was asked to prioritize the competencies and traits desired in the next City Administrator and to establish a range of compensation for the position.

To assist the Council in this exercise, the agenda packet included a listing of potential competencies and traits desired in a City Administrator (based on a document created by the Illinois and Ohio City/County Management Associations).

Recommendation: The City of Ashland has chosen to fill past Administrator vacancies with and without the assistance of an outside recruiter. The City's current Administrator, Mayor and HR Director believe that recruiting for the upcoming vacancy in the Administrator's position can be successfully undertaken without the services of an outside recruiting agency and recommend that the task be undertaken in-house.

After some discussion, Ortman called the question, seconded by Moore. The motion passed 8-1; Pufall opposed, Williamson abstained.

Kinney moved, Mettillie seconded a motion to approve direction of the recruitment process to fill the City Administrator position to take place in-house by the Human Resources Director. The motion carried 7-3 by voice vote; opposed were Williamson, Pufall and Ketring.

Ketring moved, Williamson seconded a motion to review and discuss Chapter 28, Ashland City Ordinances, in reference to the duties and responsibilities of the City Administrator prior to the advertising and hiring of a City Administrator.

Doersch offered an amendment to complete the review of Chapter 28 within one meeting. Pufall seconded, Ketring did not accept the amendment. The motion failed 1-9 by voice vote.

The motion as made by Ketring carried 9-1 by voice vote; Doersch opposed.

Agenda Item 9: Adjournment

Mettillie moved, Teague seconded a motion to adjourn. The motion carried by voice vote.

Respectfully submitted,

Denise Oliphant
City Clerk

COMMITTEE OF THE WHOLE MEETING
Tuesday, March 27, 2018
Ashland City Hall Council Chambers
Page 1

PRESENT: Richard Ketring, Ella Teague, Kate Ullman, Carl Doersch, David Mettille, Pat Kinney, Charles Ortman, Donna Williamson, Dick Pufall, Jackie Moore

ABSENT: Holly George

ALSO PRESENT: Mayor Deb Lewis, City Administrator Mary Garness, City Attorney David Siegler, City Clerk Denise Oliphant

Agenda Item 1: Roll Call

Roll call was taken by the Clerk.

Agenda Item 2: Council President’s Report

Council President Kinney stated that Councilor George had prepared an item regarding the fluoride levels in the City’s water but was postponed until the next meeting due to her absence. He also made mention of a kick-off meeting for the Lake Superior Center’s Feasibility Study to be held in the near future. He finally offered well wishes to the Councilors who are up for re-election, and to the Council moving forward.

Agenda Item 3: City Administrator’s Report

City Administrator Garness noted she is making every effort to complete and pass along ongoing projects to appropriate staff as her last day with the City is on April 3, 2018. Progress is being made as to the 6th Street West engineering and an MOU will be submitted soon for approval, as is an MOU between MMC and Ashland Fire’s EMS in order to provide community Paramedicine services. Finally, Mary shared her appreciation and support in her role of City Administrator for the past years.

Agenda Item 4: Approval of the Agenda

Mettille moved, Moore seconded a motion to approve the agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 5: Discussion and Possible Action Regarding Developing a Plan to Reduce Mowing in the City of Ashland (Councilor Doersch)

Councilor Doersch requested that the Committee of the Whole discuss reducing the amount of mowing that the City does. When this request was made several months ago, Public Works began some research to consider the topic. That work had not been completed. Mowing season and the opportunity to make changes in areas mowed will soon occur, so it’s time to begin the discussion.

COMMITTEE OF THE WHOLE MEETING

Tuesday, March 27, 2018

Ashland City Hall Council Chambers

Page 2

The recommendation was for a motion to support efforts by Public Works to investigate and implement ways to reduce mowing. Any changes in mowing practices would have to be considered by Administration first so that any impacts on other departments or the City would be considered.

Below is what Councilor Doersch sent for the agenda bill. Note: the initial research by Public Works suggest that the City mows less than 350 acres, but a firm number wasn't established.

DISCUSSION POINT: As of now, the City mows approximately 350 acres within our boundaries from late April/early May into October. With the addition of the Timeless Timbers property and the lake frontage we will gain after the environmental cleanup, more acres probably will be added. Are there ways to change this? I suggest three possibilities:

1. That bushes such as lilacs, burning bush, or other such bushes be planted in corners of existing parks. They would not interfere with activities in the park and be beautiful in season. Low lying bushes would also be an asset along the walking trail next to the lake. They would be beneficial for maintaining the soil in place that is often washed out from under the asphalt when a storm occurs. Plantings could be accomplished through budgeting or donations to the beautification fund.
2. In areas that are lightly used for activities, trefoil could be planted. Trefoil is often used in ditches to keep the soil from eroding when new grading is done. It's a perennial plant that is low lying and has yellow flowers. Timeless Timbers would be a good place to experiment with trefoil.
3. The west side hockey rink has never been used as intended, as far as I know. Taking down the walls would make mowing easier and faster.

Doersch noted there were multiple areas of City property that required mowing, and wished to consider a way to reduce the amount of time necessary for Public Works to tend to these areas. He moved to remove the wooden fencing at the west-end outdoor skating rink on 6th Street West to make mowing in that block easier. The motion died as there was no second. Moore suggested this issue be referred to the Parks and Recreation Committee.

Ketring noted that the fenced-in area was flooded during last winter, and used as a make-shift dog park in the summer. Lewis commented that the flooding was done by a private group last winter.

Williamson offered support for more community gardens and the former Timeless Timbers site would be a good place for such. Moore will also bring this item to the Parks and Recreation Committee. Lewis added that a community garden has been active at the Beaser Avenue Park for at least ten years and has been well-cared for. Teague supported areas for gardening within the City.

Ketring questioned if an agreement was in place for Xcel to mow near the Power Plant, yet sees City staff maintaining the grounds, asking if this could be investigated. He also felt there should be a change in the way the medians along Ellis Avenue are cared for. Mettille made a motion for the City to

COMMITTEE OF THE WHOLE MEETING

Tuesday, March 27, 2018

Ashland City Hall Council Chambers

Page 3

strategically and continually begin replacing grass within the Ellis Avenue medians with perennials; Ketring seconded the motion. Doersch offered that perennials, ground coverings or grasses could also be used; this was accepted by Mettelle.

Teague noted that the annual flowers were already changed to perennials by the area Kiwanis. Lewis added that the Beautification Committee assisted with this. Pufall mentioned the City might want to implement an "Adopt a Boulevard" program to care for the prospective plantings.

A vote taken on the motion to implement planting perennials to replace grass to be mowed within the medians on Ellis Avenue passed unanimously by voice vote.

Doersch continued to have a concern regarding the former Timeless Timber property, and Ortman questioned if it needed to be maintained. Ketring stated that the former Chicago Iron site was to be planted with ground cover that did not necessitate mowing, but it continues to be mowed. Kinney noted there may be expenses involved in the transition to perennial plantings, and grass may possibly be left to grow longer before mowing. Williamson pointed to Northland College as an example of planting for less frequent mowing. Kinney offered his support for a garden shed.

Ketring wishes to point to the mowing along the walking/biking corridor and suggested to Public Works to reduce its mowing path to only one pass to either side versus several passes, to reduce mowing time and area. Ortman moved for the City to accept lawns taller than 3"; Kinney restated the motion to support City staff to look at more options to allow the grass to grow and other alternatives to grass. Ortman seconded the motion. The motion unanimously carried by voice vote.

Agenda Item 6: Adjournment

Doersch moved, Ortman seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant
City Clerk



AGENDA BILL

Ref: 068

COMMITTEE AGENDA:
COUNCIL AGENDA: 6B (4/17/2018)

SUBJECT: Appointments

RECOMMENDATION: Approval

DATE SUBMITTED: April 9, 2018

CLEARANCES: Mayor

EXHIBITS: Volunteer Forms

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

RECOMMENDATION: The Mayor is recommending approval of the appointments as follows:

Municipal Library Board

Mary Asbach, term expires October 31, 2019 (replaces Gene Whipple, who resigned)

Parks and Recreation Committee

Meghan Salmon-Tumas, term expires April 30, 2021 (reappointment)

Dick Pufall, Council Rep., term expires April 16, 2019 (reappointment)

Plan Commission

David Mettille, Council Rep., term expires: April 16, 2019 (reappointment)

Charmaine Swan, term expires April 30, 2021 (reappointment)

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Municipal Library Board

Brief statement of education and training:

I received a B.A. in English from the University of Minnesota Duluth in 2001, and spent a year with an AmeriCorps VISTA project helping to coordinate childhood literacy tutoring programs across the state of Montana (2001-2002). I also spent several years volunteering with the public library in Helena, Montana before I moved back to Ashland.

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

I've been going to the Vaughn throughout my entire life – literally from the time I was in utero up to earlier this afternoon. ☺ It was a cornerstone of my childhood – my mom took me & my brothers there almost every week, and I spent countless hours soaking up all the stories in the books I'd checked out. The Vaughn was also a refuge for me when I got older, particularly as a nerdy middle schooler who loved to read...it was a place where I could go and be myself, and get lost in my imagination for hours & hours. It absolutely helped shape who I am today, and it holds a dear place in my heart.

I studied English in college, and went on to help coordinate childhood literacy tutoring programs across the state of Montana for a year after I graduated, which gave me a broader sense of the mission & impacts of libraries in communities like ours. I also spent a few years volunteering with Helena's public library – they were modernizing some of their checkout/security features, and I spent a lot of hours adhering security stickers inside the front covers of books, amongst other tasks. ☺

Since moving back to Ashland, I've been a supporter of the Friends of the Vaughn, and an occasional donor to the Book Nook (although I find it hard to part with books). I'd be honored to do my part to help keep this vibrant, wonderful place thriving so it can continue to inspire & educate people of all ages.

Individual References or Referred by (include phone #):

David Mettill: (715) 685-8300
Teege Mettill: (715) 292-9527

Contact Information: <u>Mary Asbach</u>	<u>(715) 685-8939</u>
Name (Print)	Phone Number
<u>527 7th St W, Ashland, WI 54806</u>	
Address	
<u>maryasbach@gmail.com</u>	<u>04/09/2018</u>
Email:	Date

J. Meghan Salmon-Tumas

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Ashland Parks and Recreation Committee

Brief statement of education and training:

I hold a B.S. (Imaging Science, 2000), an M.A. (Geography, 2002), and a PhD (Geography, 2013). I am also a yoga teacher certified at the 200-hr level.

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

I spent fifteen years doing scientific research in the field of Earth observation. After the birth of my daughter (now 3.5), I slowly transitioned to being a mostly full-time caretaker and a part-time yoga teacher. I have especially enjoyed how this transition has enabled me to spend more time connecting with people and supporting them in their growth and development. My main hobbies have been rock climbing, yoga, and cooking. I also spent several years as a weekly radio disc jockey, on a volunteer basis. More recently, I have been interested in roller derby and foraging.

Individual References or Referred by (include phone #):

Charmaine Swan 715-682-9644

Jodi Supanich 218-355-0049

Contact Information: J. Meghan Salmon-Tumas	617-866-3522
Name (Print)	Phone Number
1016 Chapple Ave Ashland, WI 54806	
Address	
<u>jmsalmonster@gmail.com</u>	8/27/17
Email:	Date

(Forms Directory: Volunteer Form)

OFFER TO VOLUNTEER FORM

Mayor of Ashland, City of Ashland, 601 W. Main St, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 bwhalen@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Parks + Recreation Committee
Harbor Commission

Brief statement of education and training:

High School Graduate

Biography:

(Need a sense of who you are as an individual, examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc)

Retired from Greyhound with 25 years. Ran the Red Cliff Casino Shuttle for 14 years. Have been on the Council for seven years and the County Board for six years. I presently serve on the Bart Board as chairman, and on the Northwest Regional Planning Commission. I am an avid Packer, Brewer + Buck fan. I have been involved in brewing for the last 54 years.

Individual References or Referred by (include phone #):

Tom Walby (BART MGR.) (715 682-9664)

Contact Information:

RICHARD PUFALL
Name (print) Phone
1203 MAIN ST - EAST ASHLAND 4-10-12
Address Date

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Demolition Committee, Tree Commission,
PW Committee, Plan Commission

Brief statement of education and training:

High school: James B. Conant High (Hoffman Estates, IL)
MSOE (Milwaukee) Shorewest Real Estate Institute (Brookfield, WI)

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

I've lived in Wisconsin for over ten years, having come here
from Illinois for college. A former self-employed Realtor,
I now work in fundraising at Northland College. I have
a keen interest in historical property as well as new
community growth. I'm a current PFLAG volunteer.

Individual References or Referred by (include phone #):

JACKIE MOORE: 715.682.1811
MARY ASBACH: 715.682.1234

Contact Information:	<u>DAVID METTILLE</u>	<u>715.685.8300</u>
	Name (Print)	Phone Number
	<u>608 CHAPPLE AVENUE</u>	
	Address	
	<u>dmettille@northland.edu</u>	<u>12.4.14</u>
	Email:	Date

Charmaine Swan

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Planning Commission

Brief statement of education and training:

Studied Communications at UW-Madison
Undergrad: 1999-2003, Masters 2003-05.

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

I moved to Ashland in 2005 w/ my then-boyfriend, now-husband because we fell in love with Ashland and the lake. We felt like we could make a difference in a small town and create more positive change. I have worked for Northland, North Lakes and been self-employed.

Individual References or Referred by (include phone #):

- Val Damstra - 715-413-6430 I now work for the American Lung Assoc.
- Amy Zak - 715-292-5085
- Reba Rice - 715-209-8306

Contact Information:	
Name (Print)	Charmaune Swan 715-682-9644
Phone Number	
Address	901 MacArthur Ave, Ashland
Email:	charmauneswan@gmail.com
Date	8/2/17



AGENDA BILL

Ref: 080

COMMITTEE AGENDA:
COUNCIL AGENDA: 7A (04/17/18)

SUBJECT: Operator's Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: April 10, 2018

CLEARANCES: Police Department

EXHIBITS: N.A.

EXPENDITURES REQUIRED: N.A.

AMOUNT BUDGETED: N.A.

APPROPRIATION REQUIRED: N.A.

TREASURER'S CERTIFICATE: N.A.

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, (Council Rules) 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 her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N.A.

RECOMMENDATION: Approve Operator's Licenses

SUMMARY STATEMENT: The following individuals have applied for an operator's license:

Kristeen M. Engberg
Paul E. Kmetz

Crystal V. Kerr
Kathleen A. Zar

Eric J. Lindell
*Kristine A. Kollath

*Provisional License – Required to Take Responsible Beverage Server's Course

AGENDA ITEM 1: ROLL CALL

Lloyd Orensten called the Airport Commission meeting to order at 4:30 p.m.

Present: Lloyd Orensten, Rick Korpela, Tom Bouchard

Absent:

Excused: John Coffey

Also Present: John Sill, Airport Manager; Harley Hagstrom

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (January 25, 2018).

A motion was made by Bouchard, seconded by Korpela, to approve the January 25, 2018 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

Hagstrom was wondering if the plans were still the same for finishing his project in the spring; was assured that plans remain in place and as soon as it dries up they will get back to work.

AGENDA ITEM 4: COMMISSION ITEMS

→ New Manager Search

Sill reported that Jan Anderson, City of Ashland HR, informed Sill there are new protocols for the way the search is conducted. Anderson has changed the application deadline date from March 15 to March 20. Anderson's plan is to assemble and make copies of legitimate applications and then attend an Airport Commission meeting. Sill assumes that Anderson will participate with commissioners in whittling down the applicants. Anderson told Sill that 8 or 9 applications have already come in with 4 applications not meeting the requirements; of the 4 or 5 remaining, at least 3 look promising.

→ Sponsor Workshop

Sill will be attending the BOA workshop in Madison on April 16, 2018. Sill will be talking with them about upcoming summer projects and the 6 year plan.

AGENDA ITEM 5: Airport Manager's Report

Sill brought up the number of commissioner's attending monthly meetings without Jerry Teague as the county representative and with John Coffey whose flight schedule makes it difficult to attend meetings. Sill will look into requirements for attendance and having a quorum.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Sill. The total amount of the bills came to \$7,242.24.

A motion was made by Bouchard, seconded by Korpela, to pay the bills as presented. The motion passed unanimously.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held March 22, 2018, at 4:30 pm, at the JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

A motion was made by Korpela, seconded by Bouchard, to adjourn. The motion passed unanimously.

Kim Westman

CITY OF ASHLAND BOARD OF CANVASS MEETING
Monday, April 9, 2018, 9:00 A.M.
Ashland City Hall Conference Room
Page 1

The meeting was called to order at 9:00 a.m. to canvass the results of the April 3, 2018 Spring Election.

OATH OF OFFICE

The oath was given by the Clerk.

PRESENT

Carol Larson, Eric Erickson, Virginia Quay, Clerk Denise Oliphant

REVIEW OF M-100 TAPES

The appropriate M-100 machine tapes were reviewed to reflect the additional votes.

PROVISIONAL BALLOTS

There were 2 provisional ballots:

Ward 9: The voter did not return to provide a photo ID and was therefore not examined or counted. This will be brought to the County Clerk.

Ward 10: The voter returned to the Clerk's office on April 5, 2018 with photo ID. At the BOC, The container bag was opened to retrieve the provisional ballot envelope. The envelope was opened and the votes were counted and recorded. The ballot, envelope and container were sealed in a new container to be brought to the County Clerk.

REJECTED BALLOTS

There were no rejected ballots.

DEFECTIVE BALLOTS

There were no defective ballots.

OBJECTED BALLOTS

There were no objected ballots.

SUMMARY STATEMENT OF THE MBOC

The summary statement was completed for all wards to compile all votes for Mayor and Aldermen.

TABULAR STATEMENT OF VOTES CAST FOR ALDERMAN

The Tabular Statement of Votes Cast reports for Mayor, Alderman Wards 1, 3, 5, 7, 9, and 11 were completed. Following are the results:

<i>Ward</i>	<i>Aldersperson</i>	<i>No of votes</i>
1	Holly George	144
3	Sarah Jackson	61
5	Ana Tochterman	116

CITY OF ASHLAND BOARD OF CANVASS MEETING
Monday, April 9, 2018, 9:00 A.M.
Ashland City Hall Conference Room
Page 2

7	Kevin Haas	96
9	Elizabeth Franek	66
11	Jackie Moore	88
Mayor	Deb Lewis	1130

CERTIFICATION OF BOARD OF CANVASSERS

The Board of Canvass completed all required paperwork and the Certification of the Board of Canvassers for the City of Ashland Spring election on April 3, 2018 was signed by all Board members.

ADJOURNMENT

Larson moved, Erickson seconded a motion to adjourn. The meeting was adjourned at 9:45 a.m.

Respectfully,

Denise Oliphant
City Clerk

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Wednesday, March 14, 2018, at 8:30 a.m.** in the Ashland Fire Station,

Committee Members Present: Mayor Lewis, Ana Tochterman, Betty Harnisch, Liz Franek, Jen Lucius, Bob Miller

Excused: Ginger Nuutinen, Mark Hoglund

Staff Present: Megan McBride, April Kroner

In Attendance: Sam Ray, Kathy Beeksma, Anne Whiting

Mayor Lewis opened the meeting at 8:30 a.m.

Agenda

1) **Consent Agenda**

Mayor Lewis proposed to amend the agenda to make "Presentation and discussion of CRC housing study" item 4a rather than 4d.

Motion to approve the agenda with proposed amendment by Bob Miller. Seconded by Betty Harnisch. Passed unanimously.

2) **Approval of minutes from February 14, 2018**

Motion to approve minutes by Betty Harnisch. Seconded by Bob Miller. Passed unanimously.

3) **Citizen Comments**

No comments.

4) **Old business**

a) Presentation and discussion of CRC housing study

Ana Tochterman highlighted key findings from the study related to our existing housing stock, housing needs of various groups and stakeholders in the community, and recommendations moving forwards. She also encouraged the committee members and City staff to contact her if they have questions about the study or topics they would like to see the study take a deeper or different look at.

b) Updates

i. Update on Property Maintenance

Bob Miller provided the following updates on property maintenance:

- Accessory structures: Work continues on identifying dilapidated accessory structures and sending out letters requiring repair or removal. Currently working with 14 properties identified as having the worst accessory structures as previously identified last summer and also by recent drive by inspections.

Removing these structures will be the main focus of this summer's structural property maintenance enforcement efforts.

- 107 N 9th Ave [E]- The owner has secured estimates and plans to move in with his brother and to demolish the house this spring/summer. HIP will assist with up to \$2,000 of this demolition cost.

- 600 Main St E- This property has been purchased by Zakovec and I met with them to discuss their plans. They have already purchased the windows and plan to begin work soon. They are planning to give the exterior a new look with a possible stone façade, new awnings and exterior paint. They are working with Crossroads who plan to utilize the building for transitional housing for recovering addicts. These future tenants will be doing a large part of the interior renovation work. The Zakovecs are also planning to have some sort of retail space on the first floor along Main Street.

- 612 6th St W- Property has been recently purchased by Mattson Properties who plans to renovate and make the property habitable again. Phone calls have not yet been returned so I have not been able to confirm or discuss exact starting dates for the work to begin.

- 319 16th Ave E- The County will be discussing taking this house on tax deed at their March 13th meeting.

- 513-515 Main St W- People's Bank has allowed the Chamber to decorate the storefront windows and they have already made many of the required exterior improvements. They have been very cooperative and hope to sell the property soon. I told them that I would revisit the site this spring to see where they are at and discuss additional repairs needed should the property not sell.

- 600 16th Ave W- Have been working with this homeowner and will be assisting with the needed improvements through a partnership of CDBG funds, private funds and the Ashland County weatherization program.

- 101 14th Ave E- A decision needs to be made at the City level on how to proceed on this property. The property is occupied by an elderly disabled couple and the house has numerous structural and property maintenance issues. A raze and repair order has been issued and the allowed timeframe for compliance has expired. The current owner is trying to sell the property because I assume she cannot afford to make the required repairs. At this time the City could begin issuing citations, or relocate the tenants and seek approval from the courts to demolish the structure. The City could also allow the owner additional time to sell the property to someone willing to make the necessary repairs.

ii. Update on CDBG

Bob Miller provided a written update of the CDBG RLF current balance and ongoing activities.

c) Review and approval of up to 3 new CDBG housing applications

Bob Miller provided background on the CDBG loan applications for which he recommended approval.

Ana Tochterman asked what criteria were used to determine which applications he recommended for approval.

Bob Miller explained that the criteria factors considered were 1) if the home needs significant improvements but is not beyond repair, 2) the level of need to receive CDBG funds in order to make the project happen, and 3) that there is sufficient equity in the home to secure a city mortgage.

Ginger Nuutinen expressed concerns about approving application #544 due to the extensive nature of the requested repairs and relatively low equity in the home.

Bob Miller agreed, but clarified that the repairs that would be done may differ from the work requested by the applicant.

Motion to approve loans #543 and #546 by Liz Franek. Seconded by Ana Tochterman.

Betty Harnisch asked to clarify that the current loan balance was approximately \$53,000.

Bob Miller confirmed this, but said that about \$25,000 will go to an application that was previously approved (600 16th Ave W).

Passed unanimously.

d) Detailed discussion on strategic plan action items to address housing in the City

This item will be the main item for discussion at the next meeting.

5) New business

a) Set next meeting date and discuss possible agenda items

- The next meeting will take place on April 11th
- The primary agenda item will be review and finalization of City Strategic Housing Plan

6) Announcements

Mayor Lewis provided updates from a community meeting that she attended to discuss strategies for combatting substance abuse issues in our area. A theme that came out of the meeting was that there are lots of people meeting about this regularly and doing great work, but we need to find new ways to come together to do more. The three primary strategies identified to focus on included 1) communication and education with the public, 2) youth outreach and mentoring, and 3) expanding aftercare services. The group focusing on aftercare has particularly identified supportive housing as a need, with the intent of forming a non-profit to support a residential treatment facility in the community. In addition, the need for transitional housing was also discussed as a priority in addressing our

current shortage of aftercare services. She clarified that these efforts will not be funded through city money, but will be achieved through a collaborative effort between a variety of entities committed to ensuring that this community need be met.

7) Adjournment

Motion to adjourn by Betty Harnisch. Seconded by Jen Lucius. Passed unanimously.

Meeting was adjourned at 9:50am. Minutes done by Megan McBride

Find yourself next to the water.

A S H L A N D

W I S C O N S I N

37

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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wednesday January 24, 2018 5:15 – 6:15pm

City Hall Council Chambers

601 Main St W, Ashland, WI

I. Call to Order

- a. Roll Call
 - Excused: Jaeger
 - Present: Pufall, Moore, Sutton, Erickson, Ellason, Tumas
- b. Agenda Modification - None
- c. Approval of Minutes - None
 - i. Approval of November 15, 2017, Meeting Minutes - None

II. Public Comment Period - None

III. Information Items

- a. Updates: Winter/Spring programs, Bay City Creek land acquisition, Waterfront Trail Repair Plan, and Ore Dock Fundraisers
 - a. Hudson also talked about the Kreher Park Lakebed Lease with the State of Wisconsin and the DNR.

IV. Business Items:

- A. Bretting Community Center Indoor Playground (vote)
 - a. Motion by Pufall to investigate an indoor playground at the BCC, second my Ellason.
All in favor
- B. Comprehensive Fee Schedule Updates (vote)
 - a. Motion to approval by Erickson, 2nd by Tumas, all in favor
- C. KaBOOM! Lets Build it Grant application for Bay City Park (vote)
 - a. Motion to approve by Ellason, 2nd by Pufall
- D. Capital Improvements Plan (CIP) Review (discussion)
 - a. No Discussion
- E. Maslowski Beach Redesign Updates (slideshow from Nov steering committee mtg)
 - a. No Discussion

Find yourself next to the water.

A S H L A N D
W I S C O N S I N

38

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

- F. Ashland Ore Dock Redevelopment Updates (slideshow from Nov and Dec public/ad hoc mtgs)
 - a. No Discussion

V. Next Meeting Date

March 21, 2018

VI. Comments and Questions

Sutton inquired about the snow piles along the 5th St Corridor and the Ellis Ave Kwik.Trip – Hudson to contact Planning

Suggestion by Pufall to replace archway at the end of the Ore Dock with a replica of the old arches – Hudson to pass along

VII. Adjourn

Motion by Tumas, 2nd by Erickson

Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, March 20th, 2018**
at 6:30 p.m. in the City Hall Council Chambers.

PRESENT: Mayor Lewis, David Mettille, Ernie Bliss, Charmaine Swan, John Beirl, Katie Gellatly
EXCUSED: Mike Amman
STAFF: April Kroner, Megan McBride

MEETING AGENDA ORDER

1) Call to Order and Roll Call

Mayor Lewis called the meeting to order at 6:30pm.

2) Approval of Agenda

Motion to approve the Agenda by Ernie Bliss. Seconded by David Mettille. Passed unanimously.

3) Consent Agenda

Motion to approve minutes from March 6th by Katie Gellatly. Seconded by John Beirl. Passed unanimously.

4) Public Comment

Holly George indicated that she has received calls from concerned constituents regarding this item. She expressed that while she is not opposed to the sale of the building to the veterans, she emphasized that she wants to ensure all suitable options have been explored by the City. She also wondered what type of precedent this may set for future non-profit community organizations who are in need of a new location.

Bob Kreinbring, representing the VFW/American Legion, voiced his support for the sale of the building to the VFW/American Legion and thanked the Plan Commission and staff for their time and consideration.

Frank Kostka also expressed his support for the sale of the building to the VFW, explaining that their current building is unsuitable and unsafe for their members, which has prompted them to seek an alternative location for several years. Kostka added that the VFW/American Legion has limited resources to buy or build a building.

Pat Kinney urged the Plan Commission to vote in favor of selling the building to the VFW/American Legion, emphasizing that this is a way to give back and appreciate the sacrifices veterans have made and the services the VFW and American Legion provide for the community. Kinney indicated the City shouldn't always look at just the bottom line when making decisions.

Donna Williamson shared her familial background of those who served. She stated the vets have given all through volunteering and have never paid for their service. Williamson explained that while the 6th Street building has problems and was poorly constructed, needs the parking lot repaved, and needs a commercial kitchen added, it is better than any other building the vets have looked at. \$50,000 is all they can pay as they have to do so many improvements to the property. She emphasized that City Council has already voted in support and will ultimately take final action regarding the sale. She urged the Plan Commission to also vote to approve the proposed sale.

Dick Pufall spoke in favor of selling the building to the VFW/American Legion, and agreed that this is an opportunity for the City to show appreciation for the sacrifices veterans have made.

Richard Kettring agreed with Council Williamson that it was the will of the Council to proceed with this sale to the VFW/American Legion. He also said that he disagrees with the staff recommendations that were provided.

Ella Teague spoke in favor of selling the building to the VFW/American Legion, noting the unsuitability of their current building and need to find a new location that meets the needs of all members.

Pat Pospychalla also spoke in favor of the proposed sale to the VFW/American Legion.

5) Action Items

a) Discussion and Recommendation on the sale of the Chequamegon Engineering building at 211 6th St W.

John Beirl agreed with Council George's concern about setting a precedent, and also asked if there could be a referendum to tax payers to assist the VFW/American Legion with the new building.

Mayor Lewis said that Council would have the authority to initiate a referendum if they so choose.

Charmaine Swan asked why this item is being brought back before the Plan Commission since they have already discussed it at a prior meeting.

Mayor Lewis explained that it was brought to the Plan Commission as an informational item in the past.

April Kroner explained that our ordinance on the disposition of city-owned land gives authority to the Zoning Administrator and City Administrator to determine the appropriate sale process. The process determined by herself and the City Administrator was the Request for Proposals Procedure, which was communicated to the Plan Commission as a discussion item at a previous meeting. However, this item was then brought to Committee of the Whole and the subsequent Council meeting where the Informal Sales Procedure was determined to be used instead. Through this process the Plan Commission is required to review and provide a recommendation to the Council for their final action.

Katie Gellatly echoed previous concerns about the precedent that this decision could set, and that she feels the role of the Plan Commission and Council is to evaluate the best interests of the overall community. She said she supports using the Request for Proposals process as it seems the most appropriate for this particular site.

Ernie Bliss asked how many offers the City has received for this building to date.

April Kroner said that the VFW/American Legion offer is the only that the City has received, but the property also has not been marketed at all.

Ernie Bliss suggested that the services provided to the City by the VFW/American Legion such as organizing the parade could be evaluated as in-kind payment, which would avoid setting the precedent of the City "giving away" land.

Mayor Lewis said she believes that having conversations such is healthy for communities. She also noted that it is her personal belief that veterans are a class by themselves so she is comfortable with the proposed sale.

Ernie Bliss asked why a staff recommendation to use a different method than the Informal Sales procedure was provided when this was the process directed by Council.

April Kroner explained that this is because one of the standards for review in our ordinance is to evaluate the appropriateness of the Informal Sales process.

Ella Teague informed the Plan Commission that discussions were held at City Council to determine if the issue should come before the Plan Commission for discussion, and was determined that Plan Commission's recommendation is important in consideration of this item.

Motion to approve sale of the building at 211 6th St W to the applicant with price to be determined by Council by Ernie Bliss. Seconded by David Mettille.

Donna Blazek asked why the building was purchased by the City and not ultimately utilized for the new police station as originally planned.

Pat Kinney voiced support for April Kroner's decision to make a recommendation based on the standards for review stipulated in our ordinance.

Passed 4-1, Gellatly opposed, Beirl abstained.

b) Public Hearing and Vote on UDO text amendments to comply with Act 67

Motion to go into Public Hearing by David Mettille. Seconded by Katie Gellatly. Passed unanimously.

Megan McBride detailed the Class 2 Public Hearing notice that was given for this item.

April Kroner provided background on the proposed text amendments, going over details of the state legislative change that occurred which prompted the need for this text amendment to make our UDO comply with 2017 WI Act 67.

Motion to go out of Public Hearing by John Beirl. Seconded by Charmaine Swan. Passed unanimously.

Motion to approve the proposed text amendments by John Beirl. Seconded by Katie Gellatly. Passed unanimously.

6) Discussion Items

a) Discussion on Conditional Use Permits and potential modifications per Act 67.

Charmaine Swan asked if some communities are getting rid of Conditional Use Permits altogether in response to this legislation.

April Kroner said she was not aware of any in Wisconsin that have completely removed conditional uses, but has heard of communities eliminating conditional uses in certain districts.

John Beirl clarified that the ultimate approval for these UDO text changes would also need to be approved by Council.

April Kroner confirmed that Council has final action on all UDO text amendments. She also said that she would like to do public informational sessions related to possible UDO text amendments to educate residents about the proposed changes and receive their input.

The Plan Commission will be given a comprehensive chart illustrating the permitted and conditional uses for each zoning district, as well as staff recommendations for potential changes.

7) Announcements / reports / comments / questions

8) Adjournment

Motion to adjourn by Charmaine Swan. Seconded by Mayor Lewis. Passed unanimously.

The meeting was adjourned at 7:50p.m. Minutes by Megan McBride and April Kroner.

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of March, 2018

Permit type Commercial-Additions,Remodeling,AI

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6630	Trudeau Construction Inc	419 Chapple Ave.	Alteration Level: 3; Major Occupancy: Residential; Type VB Combustible Unprotected class of construction; Alteratio	\$150,000.00	\$750.00	783.2	3/8/2018
6631	Ashland School District	203 11th St East	Level 2 alteration, 18,500 square feet. % .778 sf of classroom addition, 1814 sf commons addition, 3,186 sf IMC addition,	\$4,921,034.00	\$0.00	2757	3/12/2018
6636	Kysar Properties LLC	519 Main St. West	Level 2 alteration to add new wall in the front of the store and to redecorate and update the interior of the restaurant.	\$30,000.00	\$150.00	4230	3/20/2018
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (3 detail records)				\$5,101,034.00	\$900.00		

Permit type Commercial-New Construction

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6628	DFL Properties/ Frank Lipka	1616 Beaser Ave	Construct new 9648 square foot 8 unit apartment building, Building B, Install 44 plumbing fixtures, install new electrical and	\$675,000.00	\$2,225.00	3215	3/6/2018
Summary for 'Permit type' = Commercial-New Construction (1 detail record)				\$675,000.00	\$2,225.00		

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6635	Donna Maday	701 Lake Shore Dr. E.	Offer to purchase city-owned land located directly adjacent to her parcel		\$150.00	1221	3/16/2018
Summary for 'Permit type' = Misc Zoning Fees (1 detail record)					\$150.00		

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6627	Diane K. Lavota	504 10th Ave. West	Repair fire damaged structure back to original condition. New plumbing, electrical and HVAC, new insulation, interior finish	\$180,000.00	\$450.00	685	3/22/2018
6632	Theresa Bougher	611 Beaser Ave.	Remove and replace roofing, approximately 22 squares.	\$12,508.00	\$30.00	528	3/13/2018
6633	Tammy Gessert	1008 7th Ave. East	Remove and replace siding, repair damaged fence, Cover fascia, replace two windows.	\$62,895.00	\$30.00	2723	3/13/2018
6634	Beverly Belany	1100 9th Avenue West	Remove and replace asphalt shingles on the main house roof and detached garage.	\$10,000.00	\$30.00	3860	3/16/2018
6637	William D Sunie	605 Ellis Ave	Tear off existing roofing and install new asphalt shingles on the main house.	\$10,000.00	\$30.00	2202	3/22/2018
6638	Nicole R Larson	500 3rd street west	Tear off and re-roof the main house.	\$7,000.00	\$30.00	4319	3/27/2018

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (6 detail records)

Sum **\$282,403.00** **\$600.00**

Permit type Sign

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6629	St. Lukes Hospital of Duluth	2201 Lakeshore Drive East	Sign permit for 2 wall signs and 1 monument sign for St. Lukes Clinic	\$150.00	Check	3304.04	3/7/2018

Summary for 'Permit type' = Sign (1 detail record)

Sum **\$150.00**

44
Grand Total

\$6,058,437.00

\$4,025.00

CITY OF ASHLAND, WISCONSIN

Year to Date Permit Evaluation Report

Permit type	Value of work	Total permit fee
-------------	---------------	------------------

Commercial-Additions,Remodeling,Alterations

Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (6 detail records)

Sum	\$5,381,034.00	\$2,325.00
Percent	84.67%	36.41%

Commercial-Miscellaneous

Summary for 'Permit type' = Commercial-Miscellaneous (1 detail record)

Sum	\$0.00	\$30.00
Percent	0.00%	0.47%

Commercial-New Construction

Summary for 'Permit type' = Commercial-New Construction (2 detail records)

Sum	\$677,000.00	\$2,250.00
Percent	10.65%	35.24%

Misc Zoning Fees

Summary for 'Permit type' = Misc Zoning Fees (9 detail records)

Sum	\$905.00	14.17%
-----	----------	--------

Residential-Remodeling,Alterations,Additions

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (7 detail records)

Sum	\$297,570.00	\$675.00
Percent	4.68%	10.57%

Sign

Summary for 'Permit type' = Sign (2 detail records)

Sum	\$200.00	3.13%
-----	----------	-------

46

Permit type	Value of work	Total permit fee
Grand Total	\$6,355,604.00	\$6,385.00



AGENDA BILL

Ref: 072

COMMITTEE AGENDA:
COUNCIL AGENDA: 8A (04/17/2018)

SUBJECT: Approve Moment of Silence or Invocation as Required by Chapter 51.06, Ashland City Ordinances

RECOMMENDATIONS: Approval

DEPARTMENT OF ORIGIN: City Clerk
Mayor

DATE SUBMITTED: April 9, 2018

CLEARANCES: City Clerk
Mayor

EXHIBITS: Excerpt of Chapter 51, Ashland City Ordinances

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Codification Ordinance 51 outlines the procedure for roll call as follows: "After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and the Pledge of Allegiance."

The Council is being asked to consider if a Moment of Silence or Invocation shall follow roll call at its Reorganizational meeting.

CHAPTER 51. CITY COUNCIL PROCEDURE.

51.06. Roll Call and Opening Business (Effective May 1, 2015). After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and the Pledge of Allegiance.



AGENDA BILL

Ref: 069

COMMITTEE AGENDA:
COUNCIL AGENDA: 8B (04/17/18)

SUBJECT: Review and Re-Affirmation of Resolution Accepting the Nine Tools of Civility and Communication Concerning Conduct of Council and Committee of the Whole Meetings

RECOMMENDATION: Discussion and action to re-affirm

DEPARTMENT OF ORIGIN: Mayor

DATE SUBMITTED: April 9, 2018

CLEARANCES: Mayor

EXHIBITS: Resolution 16549 "Accepting the Nine Tools of Civility"

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Discussion and action to re-affirm "Nine Tools of Civility".

SUMMARY STATEMENT:

Since there have been several new members to Council in recent years who are not familiar with the Resolution Accepting the Nine Tools of Civility (Resolution 16549) originally enacted in 2008, the Reorganization meeting represents a fresh start and is an opportune time to refresh everyone's memory of these tools.

City Councilors will be asked to reaffirm and sign this Resolution.

RESOLUTION

No. 16549

RESOLUTION ACCEPTING THE NINE TOOLS OF CIVILITY

Whereas, the residents of Ashland place a high value of respect and civility in their lives and they understand that their characteristics are essential to any healthy community, and;

Whereas, the Ashland City Council supports opportunities for civil discourse and discussion in the community, and;

Whereas, the Ashland City Council addresses sometimes controversial issues about which people often feel passionately-which at times leads to uncivil behavior, and;

Whereas, an atmosphere of incivility and disrespect can have a damaging effect on the proceedings, on the quality of debate, and on the practice of democracy itself.

Therefore, Be It Resolved, that the Ashland City Council recognizes nine tools of civility that will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our community. These tools include:

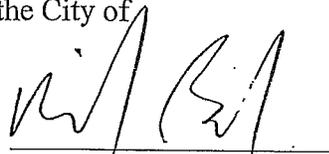
1. Pay Attention. Be aware and attend to the world and the people around you.
2. Listen. Focus on others in order to better understand their points of view.
3. Be Inclusive. Welcome all groups of citizens working for the greater good of the community.
4. Don't Gossip. And don't accept when others choose to do so.
5. Show Respect. Honor other people and their opinions, especially in the midst of a disagreement.
6. Be Agreeable. Look for opportunities to agree; don't contradict just to do so.
7. Apologize. Be sincere and repair damaged relationships.
8. Give Constructive Criticism. When disagreeing, stick to the issues and don't make a personal attack.
9. Take Responsibility. Don't shift responsibility and blame onto others; share disagreements publicly.

RESOLUTION

No. 16549

51

Be it further resolved, that the Ashland City Council shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

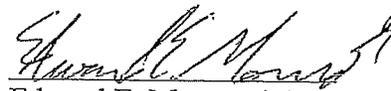


Councilperson

PASSED: June 10, 2008

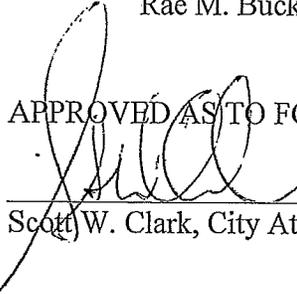
ATTEST: 

Rae M. Buckwheat, City Clerk



Edward E. Monroe, Mayor

APPROVED AS TO FORM:



Scott W. Clark, City Attorney



52

AGENDA BILL

Ref: 067

COMMITTEE AGENDA:
COUNCIL AGENDA: 8C (04-17-2018)

SUBJECT: Approve Kristeen M. Engberg as New Agent for the Alcohol Beverage License Application for Krist Oil Company, 521 Lake Shore Drive East

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: March 27, 2018

CLEARANCES: Approved by Police Department

EXHIBITS: Schedule for Successor of Agent

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

RECOMMENDED MOTION: NA

SUMMARY STATEMENT:

Kristeen M. Engberg has applied as new Agent for the Alcohol Beverage License application for Krist Oil Company, 521 Lake Shore Drive East. The Police Chief reviewed her application and approval is recommended.

It is recommended to approve Kristeen Engberg as agent for Krist Oil Company.

Note: This is for the new agent starting now.

65

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Ashland Wisconsin 3/28 20 18
(Municipality) (Date)

1. Name of agent Kris M Engberg (Kristeen Margaret Enberg)

- | | Yes | No | |
|----|-------------------------------------|-------------------------------------|--|
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are you of legal drinking age? |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a federal law violation? |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a State law violation? |
| 6. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a Local ordinance violation? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.? |

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

X [Signature]
(Signature of Agent)

1109 LaBlonde Ln. Apt 118A Hurley WI
(Address)

SUCCESSOR AGENT

The undersigned appoints Kris M. Engberg (Kristeen Margaret Engberg) as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Krist Oil Company

Date 3/28 20 18

By [Signature]
(Signature of President/Member)

Krist Atanasoff
(Signature of Secretary/Member)

Cecelia Atanasoff

I hereby accept appointment as agent for Krist Oil Company dba Krist Food Mart #65 and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 3/28 20 18

X [Signature]
(Signature of Agent)

Kris Enberg

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

City of Ashland WI 4-11 20 18
(Municipality) (Date)

[Signature]
(Signature of Official)
Chief of Police
(Title)



AGENDA BILL

Ref: 078

COMMITTEE AGENDA:
COUNCIL AGENDA: 8D (04-17-2018)

SUBJECT: Approve Robert J. Walworth as New Agent for the Alcohol Beverage License Application for Vintage Platter, Inc. at 315 Turner Road

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: April 9, 2018

CLEARANCES: Approved by Police Department

EXHIBITS: Schedule for Successor of Agent

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

RECOMMENDED MOTION: NA

SUMMARY STATEMENT:

Robert J. Walworth has applied as new Agent for the Alcohol Beverage License application for Vintage Platter, Inc. for The Platter at 315 Turner Road. The Police Chief approved Robert Walworth as Agent.

It is recommended to approve Robert J. Walworth as agent for Vintage Platter, Inc.

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

\$10 fee 55

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Ashland Wisconsin 4-9 2018
(Municipality) (Date)

1. Name of agent Robert John Walworth

- Yes No
2. Are you of legal drinking age?
3. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
4. Have you ever been convicted of a federal law violation?
5. Have you ever been convicted of a State law violation?
6. Have you ever been convicted of a Local ordinance violation?
7. Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Signature of Agent
315 W... Ashland
(Address)

SUCCESSOR AGENT

The undersigned appoints Robert John Walworth as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Vintage Platter, Inc.

Date 4-9 2018

By Signature of President/Member

(Signature of Secretary/Member)

I hereby accept appointment as agent for Vintage Platter, Inc. and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 4-9 2018

Signature of Agent

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

City of Ashland WI 4-9 2018
(Municipality) (Date)
Signature of Official
Chief of Police
(Title)



AGENDA BILL

Ref: 074

COMMITTEE AGENDA:
COUNCIL AGENDA: 8E (04-17-2018)

SUBJECT: Approve the Purchase of Two Used Vehicles from Von Holzen Chevrolet Buick GMC, Inc. for the Police Department for the Purpose of Conducting Investigations and Training

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

DATE SUBMITTED: April 3, 2018

CLEARANCES: Chief of Police, Administrator, Finance Director

EXHIBITS: A-Offer to Purchase from Von Holzen Chevrolet Buick GMC, Inc.
B- Treasurer's Certificate

EXPENDITURES REQUIRED: \$ 23,309

AMOUNT BUDGETED: \$ 6,309 Fund 462 Police Department Capital Equipment
\$17,000 Fund 100 Police Department Operating Fund

APPROPRIATION REQUIRED: NA

RECOMMENDED MOTION: Approve the purchase of two used vehicles from Von Holzen Chevrolet Buick GMC Inc.

SUMMARY STATEMENT:

The Police Department is looking to upgrade its fleet of vehicles and currently has the money to purchase these vehicles in its budget under line item, Fund 100 and Fund 462. Currently, we have a 2005 Jeep with 131,042 miles and a 2004 Chevrolet Trailblazer with 95,531 miles. Since the maintenance staff's van has been taken out of service, they will acquire the Jeep as the mechanics at Public Works believe this vehicle is still in decent shape and will be acceptable to use by building maintenance. The 2004 Chevrolet Trailblazer will be used for trade-in at a value of \$2500.

Von Holzen has two used vehicles for purchase. These vehicles were checked over by City mechanics and approved based on their assessment. The first vehicle is a 2010 Dodge Caravan (73,221 miles) to be used by the Detectives, as well as a travel/training vehicle. The second vehicle is a 2010 Buick Enclave XL (77,995 miles) which will be used by the detectives as well as travel/training.

2010 Buick Enclave	Purchase Price, includes fees, plates	\$15,091.00
2010 Dodge Caravan	Purchase Price, includes fees, plates	8,218.00
	Trade in value for Chev Trailblazer	<u>- 2,500.00</u>
	Total:	<u>\$23,309.00</u>

The Police Department requests Council approve the purchase of two used vehicles and allow for the maintenance department to acquire the Jeep for their use and use the Trailblazer for its trade-in value.

VON HOLZEN OFFER TO PURCHASE # 1605 Hwy 2 East Ashland WI 54806*715-582-8141

STOCK # 18092A YEAR 2010 MAKE/MODEL BUICK ENCLAVE XL OPEN R.O./RECALLS Y OR N (N)

VIN# 5GALVBE2A3163283 MILES: 77995 PLATE#: NEW SK-SK

VEHICLE INFO: NEW USED CERTIFIED 1/3000 AS IS

WRITE-UP DATE 3-28-18 DELIVERY DATE _____ DELIVERY TIME _____ SALESMAN _____

INTER. INFO: E-MAIL _____ NEWSPAPER _____ RADIO _____ REFERRAL _____ WALK-IN OTHER _____

CUSTOMER INFO: E-MAIL ADDRESS WHARSTRO C. COAWI. ORG W.O. TOUR-IN: _____

NAME: City of Ashland ASHLAND Police Dept ONSTAR Y OR N

ADDRESS: 601 MAIN ST W PO BOX: _____

CITY: ASHLAND STATE WI ZIP 54806

COUNTY: ASHLAND CIRCLE ONE: (CITY) VILLAGE/TOWNSHIP ASHLAND

HOME #: 715-292-0819 WORK#: _____ CELL#: _____

DL#: _____ SS#: _____ DOB: _____

DL#: _____ SS#: _____ DOB: _____

MARRIED: NO YES SPOUSES NAME: _____

DEALER INFO: CASH: FINANCE: _____ LEASE: _____ OUTSIDE LIEN WITH: _____

LIST PRICE \$ 14998.00 Car (\$75), 3-5,000lbs (\$84), C-8,000lbs (\$106)

VH DISCOUNT - 3/4 ton-10,000 lbs (\$155-Jan-Sep)+(38.75 Oct)+(25.89Nov)+(12.92Dec)

SELLING PRICE \$ 14798.00 39,600 5387 + X ID

DOC FEE 1275.00 Accessories: _____

INSTALL. OPTIONS + Dupont: _____ Full/Interior/Exterior

DUPONT + Plan: _____

SERVICE CONTRACT + Trade: _____

LESS TRADE ALLOW - Vin# _____

SUBTOTAL = 14927.00 TITLE: Owned/Lost/Digital/Other: _____

SALES TAX - Names on Trade: _____

LICENSE FEE + 25.00 Rebates _____

TITLE FEE + 69.50 1. _____

ELECTR. FEE + 19.50 2. _____

LIEN FEE - 3. _____

SUBTOTAL = 15091.00 4. _____

LESS REBATES - 5. _____

GM CARD EARNINGS - 6. _____

INSURANCE/GAP + AUTH # _____

TRADE PAYOFF + PAY OFF TO: _____

CASH DOWN-Paid? Y/N - _____

TOTAL DUE \$ 15091.00 _____

INSURANCE INFO IF FINANCING THRU US:

Insurance Company: _____

Agent: _____

Phone Number: _____

CUSTOMER: [Signature]

SALES REP: _____

Von Holzen Chevrolet Buick GMC Inc.

1606 Highway 2 East Ashland, WI 54806
Phone: (800) 341-5440 Fax: (715) 682-3925

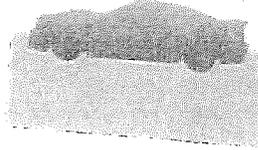
2010 Buick Enclave 1XL

VIN: 5GALVBD2AJ163283
Stock #: 18092A
Mileage: 77900
Engine: 3.6L V6
Transmission: Automatic 6-Speed
Color: Red

FRESH ARRIVAL

Your Price: \$15,995

PHOTOS
COMING
SOON



Your **Buick Enclave** is ready to go.

Gas miser!!! 22 MPG Hwy... No trip is too far, nor will it be too boring! This 2010 Buick Enclave 1XL has less than 78k miles!!! All Wheel Drive. My!! My!! My!! What a deal! Safety equipment includes: ABS, Xenon headlights, Traction control, Curtain airbags, Passenger Airbag, Front fog/driving lights, Stability control - Stability control with anti-roll... Other features include: Leather seats, Bluetooth, Power locks, Power windows, Heated seats, Auto, Rear air conditioning, Climate control, Cruise control, Universal remote transmitter, Audio controls on steering wheel, Driver memory seats, Memory settings for 2 drivers, Multi-function remote - Trunk/hatch/door/tailgate, remote engine start, Tilt and telescopic steering wheel, Power seats, Heated seats, 288 hp horsepower, 3.6 liter V6 DOHC engine, Power heated mirrors...

David Mainguth

Your vehicle is equipped with all of the following:

Technical

- Automatic Transmission
- 288 hp horsepower
- 3.6 liter V6 DOHC engine
- 4 Doors
- All-wheel drive
- Fuel economy EPA highway (mpg): 22 and EPA city (mpg): 16

Safety

- 4-wheel ABS brakes
- Xenon headlights
- Traction control - ABS and driveline
- Head airbags - Curtain 1st, 2nd and 3rd row
- Passenger Airbag
- Front fog/driving lights
- Stability control - Stability control with anti-roll

Interior

- Leather seats
- Heated drivers seat
- 8-way power adjustable drivers seat
- Heated passenger seat

Exterior

- Rear spoiler - Lip

Convenience

- Bluetooth
- Remote power door locks
- Power windows with 2 one-touch
- Air conditioning with dual zone climate control
- Rear air conditioning - With separate controls
- Cruise control
- Audio controls on steering wheel
- Universal remote transmitter
- Driver memory seats
- Memory settings for 2 drivers
- Multi-function remote - Trunk/hatch/door/tailgate, remote engine start
- Power heated mirrors
- Tilt and telescopic steering wheel
- Exterior Parking Camera - Rear with camera
- Compass
- External temperature display
- Tachometer
- Clock - Analog
- Power Activated Trunk/Hatch - Power liftgate
- Trip computer

It is the responsibility of the buyer to address any and all differences between information on this label and the actual vehicle and/or any warranties offered prior to the sale of this vehicle. Vehicle data on this label is compiled from publicly available sources believed by the publisher to be reliable. Vehicle data is subject to change without notice. The publisher assumes no responsibility for the errors and/or omissions in the compilation of this data, and makes no representations express or implied to any actual or prospective purchaser of the vehicle as to the condition of the vehicle, ownership, vehicle history listed, equipment/accessories, price or warranties.

THIS IS A VINBROCHURES DOCUMENT PROVIDED BY VINSOLUTIONS.COM

VON HOLZEN OFFER TO PURCHASE # 1606 Hwy 2 East Ashland WI 54806 715-882-8141

STOCK # 1361A YEAR 2010 MAKE/MODEL Dodge GRAND CARAVAN

VIN# 2D4RNSDX2AR397279 OPEN R.O./RECALLS Y OR N

VEHICLE INFO: NEW USED CERTIFIED MILES: 23221 PLATE#: 734 SRP 5K-5K

WRITE-UP DATE _____ DELIVERY DATE _____ DELIVERY TIME _____ AS IS

INTER. INFO: E-MAIL _____ NEWSPAPER _____ RADIO _____ REFERRAL _____ SALESMAN DM

CUSTOMER INFO: E-MAIL ADDRESS WHASTRO@COAWI.ORG WALK-IN OTHER _____

NAME: CITY OF ASHLAND - ASHLAND POLICE DEPT W.O. TURN-IN: _____

ADDRESS: 601 MAIN ST ONSTAR Y OR N

CITY: ASHLAND STATE: WI ZIP: 54806

COUNTY: ASHLAND CIRCLE ONE: CITY VILLAGE/TOWNSHIP: ASHLAND

HOME #: 715-292-0819 WORK#: _____ CELL#: _____

DL#: _____ SS#: _____ DOB: _____

DL#: _____ SS#: _____ DOB: _____

MA/PRI ED: NO YES SPOUSES NAME: _____

DEALER INFO: CASH: FINANCE: _____ LEASE: _____ OUTSIDE LIEN WITH: _____

LIST PRICE	\$ 11995.00
VH DISCOUNT	- 1495.00
SELLING PRICE	\$ 10500.00
DOC FEE	129.00
INSTALL. OPTIONS	-
DUPONT	+
SERVICE CONTRACT	+
LESS TRADE ALLOW	- 2500.00
SUBTOTAL	= 8129.00
SALES TAX	+
LICENSE FEE	+
TITLE FEE	+ 695.00
ELECTRICAL FEE	+ 195.00
LIEN FEE	-
SUBTOTAL	= 8218.00
LESS REBATES	-
GM CARD EARNINGS	-
INSURANCE/GAP	+
TRADE PAYOFF	+
CASH DOWN-PAYMENT	-
TOTAL DUE	\$ 8218.00

Car (\$75), 3-5,000lbs (\$84), C-3,000lbs (\$105)
3/4 ton-10,000 lbs (\$155-Jan-Sep)+(38.75 Oct)+(25.83Nov)+(12.92Dec)
39-6005387 TX ID

Accessories:
Dupont: Full/Interior/Exterior
Plan: _____

Trade: 2003 CHEV TRAILBLAZER L42
Vin# 1GNDT13E932108936
TITLE: Owned/Lost/Digital/Other: _____

Names on Trade: CITY OF ASHLAND APD

- Rebates
1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____

AUTH # _____

PAY OFF TO: _____

INSURANCE INFO IF FINANCING THRU US:

Insurance Company: _____
Agent: _____
Phone Number: _____

CUSTOMER: DK

Fed JP #

Von Holzen Chevrolet Buick GMC Inc.

1606 Highway 2 East Ashland, WI 54806
Phone: (800) 341-5440 Fax: (715) 682-3925

2010 Dodge Grand Caravan SXT

VIN: 2D4RN5DX2AR397279
Stock #: 17361A
Mileage: 73221
Engine: 4.0L V6
Transmission: Automatic 6-Speed
Color: Blue

Your Price: \$11,995



Your **Dodge Grand Caravan** is ready to go.

SPECIAL WEB PRICING. This Grand Caravan has less than 74k miles** Here it is!!! Want to feel like you've won the lottery? This SXT will give you just the feeling you want, but the only thing your long lost relatives will be after is a ride. Safety equipment includes: ABS, Traction control, Curtain airbags, Passenger Airbag, Front fog/driving lights, Stability control...Other features include: Power locks, Power windows, Auto, Rear air conditioning, Front air conditioning zones - Dual, Air conditioning, Cruise control, Universal remote transmitter, Audio controls on steering wheel, Tilt steering wheel, Power seats, Power heated mirrors, 4 liter V6 SOHC engine, FWD, Fuel economy EPA highway (mpg): 23 and EPA city (mpg): 16, 4 Doors, Tachometer, Compass, External temperature display, Clock - In-radio display...

David Mainguth

Your vehicle is equipped with all of the following:

Technical

- Multi-speed automatic Transmission
- 4 liter V6 SOHC engine
- 4 Doors
- Front-wheel drive
- Fuel economy EPA highway (mpg): 23 and EPA city (mpg): 16

Safety

- 4-wheel ABS brakes
- Traction control - ABS and driveline
- Head airbags - Curtain 1st, 2nd and 3rd row
- Passenger Airbag
- Front fog/driving lights
- Stability control

Interior

- 8-way power adjustable drivers seat
- Front seat type - Bucket
- Rear heat - With separate controls
- Reclining rear seats
- Third row seats

Exterior

- Intermittent window wipers
- Privacy/tinted glass
- Rear spoiler - Lip
- Rear wiper
- Roof rack

Convenience

- Remote power door locks
- Power windows with 2 one-touch
- Air conditioning
- Front air conditioning zones - Dual
- Rear air conditioning - With separate controls
- Cruise control
- Audio controls on steering wheel
- Universal remote transmitter
- Power heated mirrors
- Tilt steering wheel
- Compass
- External temperature display
- Tachometer
- AC power outlet - 1
- Adjustable pedals - Power
- Clock - In-radio display
- Power steering
- Trip computer
- Rear defogger

It is the responsibility of the buyer to address any and all differences between information on this label and the actual vehicle and/or any warranties offered prior to the sale of this vehicle. Vehicle data on this label is compiled from publicly available sources believed by the publisher to be reliable. Vehicle data is subject to change without notice. The publisher assumes no responsibility for the errors and/or omissions in the compilation of this data, and makes no representations express or implied to any actual or prospective purchaser of the vehicle as to the condition of the vehicle, ownership, vehicle history listed, equipment/accessories, price or warranties.

Denise Oliphant

From: Barbara Clement
Sent: Friday, April 6, 2018 8:41 AM
To: Denise Oliphant
Subject: FW: Von Holzen Chevrolet Buick

Follow Up Flag: Follow up
Flag Status: Flagged

From: Barbara Clement
Sent: Tuesday, April 03, 2018 10:53 AM
To: James Gregoire
Subject: RE: Von Holzen Chevrolet Buick

Jim,

Von Holzen Pontiac Buick GM Inc. at 1606 Lake Shore Dr E. is in compliance with City Ordinances, Ch: 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056

62



AGENDA BILL

Ref: 075

COMMITTEE AGENDA:
COUNCIL AGENDA: 8F (04-17-2018)

SUBJECT: Approve the Contract with DNH, Inc. for Assembly Work of the Newly Purchased A-Dock at the Marina

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Ashland Marina

DATE SUBMITTED: April 5, 2018

CLEARANCES: Harbor Commission
Scott Stegmann, Marina Manager

EXHIBITS: A-Bid Tabulation and Documents
B-Letter of acceptance to DNH, Inc., February 12, 2018
C-Harbor Commission Minutes, March 1, 2018 (*unapproved*)
D-Agenda Bill, October 31, 2017 and Excerpt of Minutes
E-Treasurer's Certificate

EXPENDITURES REQUIRED: \$ 69,000.00

AMOUNT BUDGETED: \$ 69,000.00 Marina Enterprise Fund

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

COMPLIANCE WITH ORDINANCE 51: Ordinance requirements will be followed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: Yes

RECOMMENDATION: Harbor Commission is asking that the City Council approve the contract with DNH, Inc. to assemble the dock purchased by ShoreMaster Commercial LLC

SUMMARY STATEMENT:

The original agenda bill approved by Council on October 31, 2017 noted Diversified Dock Work & Welding, Inc. was the awarded bidder to assemble and install a new dock which was purchased from ShoreMaster Commercial LLC. Diversified Dock Work & Welding, Inc. has since withdrawn the project for the Marina causing the job to be rebid.

Re-bidding was done and two bids were received. At their March 1, 2018 meeting, the Harbor Commission approved the bid from DNH, Inc. of Fergus Falls, MN for dock assembly. ShoreMaster will ship the dock to DNH, Inc. for assembly and Marina Manager Scott Stegmann may plan to travel to their site to view the process. The installation of the project will start as soon as the ice goes out at the Marina.

The Harbor Commission continues to expect the work for the electrical and water installation to cost approximately \$15,000. This will be advertised for bids as time comes closer to installation of the dock at the Marina.

Due to the increased cost of the assembly, the Harbor Commission is required to gain approval of the contract with DNH, Inc. It is the recommendation of the Harbor Commission for Council to approve the change in the project and award the bid to DNH, Inc. for the assembly of the newly purchased dock for the Ashland Marina.

CITY OF ASHLAND

Replacement Dock

CITY PROJECT ID: Dock assembly

BID OPENING: Thursday, January 25, 2018 at 1:00 p.m.

Bid #	Contractor	Date	Bid Bond, cashiers check					BID \$
1	Pier and Warehouse So.	1/25/18	X					\$85,705.00
2	ONH, Inc	1/25/18	X					\$69,000.00
3								
4								
5								
6								
7								

Scott Sigg
Bid Reader

Patti Ekstrom
Bid witness

TR Gamba
Bid witness

Tom King
Bid witness

DNH, INC.
David Hegseth
28774 120th Ave
Fergus Falls, MN 56537
218-770-3678 or 218-205-3222

ASHLAND MARINA DOCK BID

DNH, Inc. proposes to assemble and install the docks for your harbor at Ashland on the following schedule:

- March 15th - Delivery of 7 main walkways and 10 finger docks to my farm in rural Fergus falls for further assembly, then deliver these docks to Ashland approximately April 15th.
- March 25th - Delivery of the remaining 23 finger docks for further assembly to rural Fergus Falls. Also, the remaining finger docks to be delivered to Ashland as needed in late April or early May.
- DNH, Inc. (David Hegseth) and crew will further assemble all docks, and splash, attach and anchor the finished pier into position, providing all labor, tools, lodging and forklift.

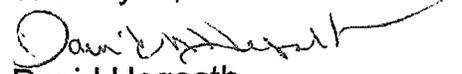
Total Cost: \$69,000.00

Terms:

Deposit upon contract award.	\$ 5,000.00
Deposit upon initial delivery to rural Fergus Falls.	\$20,000.00
Due upon first delivery.	\$12,000.00
Due upon second delivery.	\$12,000.00
Due upon completion.	\$20,000.00

The above deadlines are contingent on weather conditions.

Thank you,



David Hegseth
DNH, Inc.
January 18, 2018

CNA SURETY

Bid Bond

Bond No. 71989289

CONTRACTOR:

(Name, legal status and address)

DNH, Inc.
28774 120th Avenue
Fergus Falls, MN 56537

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:

(Name, legal status and address)

City of Ashland Marina
601 West Main Street
Ashland, WI 54806

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5% of amount bid)

PROJECT:

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

Ashland Marina Dock Assembly
301 North Ellis Avenue, Ashland, WI 54806
Assembly and Installation of Truss Dock (76' x 256') with 31 Single Fingers

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

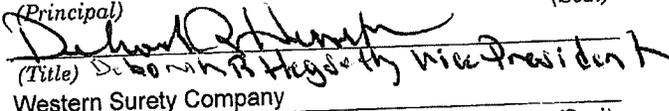
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

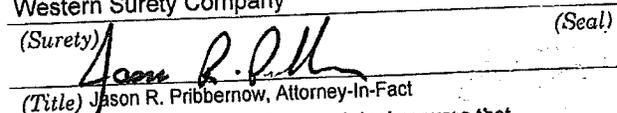
Signed and sealed this 12th day of January, 2018.


(Witness)

DNH, Inc. (Seal)
(Principal)


(Title) Richard R. Hagedorn, Vice President
Western Surety Company


(Witness)

(Surety) (Seal)

(Title) Jason R. Pribbernow, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document.
CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark C Welle, Jason R Pribbernow, Erik A Johnson, Individually

of Fergus Falls, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12TH day of JANUARY, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

2/12/2018

DNH, INC
28774 120th Ave
Fergus Falls, MN 56537

Dear Mr. Hegseth:

The Ashland Harbor Commission has received your Bid for the Ashland Marina Dock assembly and installation along with your Bid Bond # 71989289. Upon review of your document we have awarded you the contract for assembly and installation of docks at the Ashland Marina.

Payment schedule:

\$14K upon first units assembled and ready for shipment from Fergus Falls (4 walkways and 5 fingers)

\$10K upon second units assembled and ready for shipment from Fergus Falls (3 walkways and 5 fingers)

\$20K upon first marina install and completion of (7 walkways and 10 fingers)
Late April 2018 to Early May 2018- weather dependent/ ice out

\$25K for final install and completion at Ashland Marina (23 fingers)
End of May

Timeline is contingent on Ashland weather and ice out conditions.

Pictures may be submitted "email" to verify completion of work and invoices need to be submitted to Scott Stegmann, Ashland Marina Manager.
City treasure then approves billing and sends check: (Typically up to 10 working days)

Thank you,



Scott Stegmann, Ashland Marina Manager
City of Ashland-Marina
301 N Ellis Ave
Ashland, WI 54806

HARBOR COMMISSION MEETING

March 1, 2018

Page 1

PRESENT: Thomas Yankee, Tom Grosjean, Jim Tomczak, Paul Gilbertson, Paul Gierczic & Dick Pufall

ABSENT: Randy Harvey

EXCUSED:

ALSO PRESENT: Marina Manager-Scott Stegmann

Dick Pufall called the meeting to order at 5:15 p.m.

Agenda Item 1: Public Comment

None.

Agenda Item 2: Approval of December, 2017 Minutes

A motion was made by Gierczic, seconded by Tomczak, to approve the December, 2017, minutes. The motion carried unanimously.

Agenda Item 3: Financial Statement

Commissioners discussed the financial statement.

A motion was made by Yankee, seconded by Grosjean, to approve the financial statement. The motion carried unanimously.

Agenda Item 4: Unfinished Business

A. A-Dock replacement

The original contractor that was going to build A dock backed out of the project. Stegmann rebid A dock and accepted a new bid. The company that won the rebid is DNH, Inc., out of Fergus Falls, MN, and is in close proximity to ShoreMaster Inc. The new bid was \$69,000. The payments of the bid will be broken out into 4 payments based on performance. Stegmann received a call from ShoreMaster that the dock manufacturing is done. The dock will be delivered to D & H for assembly next week. In order to check performance, photos and emails will be exchanged (Stegmann may take a road trip to Fergus Falls to check the progress), final payment will happen when installation is done. The installation of the project will start as soon as the ice goes out.

B. Superfund (\$150,000 from Prentice dock removal) Engineering of Marina Spit and Boat Launch

Stegmann reminded commissioners that at the start of the superfund project, Xcel Energy demolished the old dock at the end of the boat launch at Kreher Park because they needed to open up that area. In exchange, Xcel Energy stated they would give the Harbor Commission \$150,000 when the superfund project is completed in 2019.

In February of this year, a group met: Sarah Hudson, Parks & Rec, Mayor Lewis, possibly the city administrator, a U. S. Fish and Wildlife rep and Jamie Dunn, DNR. Stegmann was invited to attend, but was unable to do so. It was a kind of an impromptu thing, but they talked about building the boat launch and about the 100 foot rock spit that Xcel built at the

HARBOR COMMISSION MEETING

March 1, 2018

Page 2

71

end of the marina. As you know the Harbor Commission needs to file a DNR Chapter 30 permit to keep it as a permanent structure. Xcel Energy filed a Chapter 30 permit as a temporary structure and will take the spit out if commission wants them to. For the rock spit this group that met wants an engineering study and some kind of a fish study. They are eyeing that \$150,000 (that no one has received yet), to do these studies.

The one thing Xcel did not do with the engineering study was to determine if it would be able to stand another 10, 15, 50, 100, years of ice movement. Stegmann's one concern is that the rock spit has already been engineered, but may need some additional engineering for understanding amount and placement of additional armor stone. As far as the fish habitat side of it, Stegmann has contacted a local fish and wildlife biologist, trying to work with that gentleman to see if he can help us out; a engineering study could cost a lot of money.

Commissioner's discussed the issues with the 100 foot spit that was engineered by Xcel Energy. Yankee inquired as to whether it would be possible to procure a copy of the permit and the engineering for the permit that was done by Xcel's engineering firm; that may not be possible. But if that's possible it would lower the cost substantially. Another unknown factor is if you can even find someone to re-engineer that site after the fact.

Discussion about possible removal of the spit; Harbor Commission feels the spit is necessary as it cuts down on wave action, and with the prevailing west winds really do not want it removed. Some concerns about sedimentation, but dredging will be possible.

Stegmann noted that the spit will need armor stone added and that all can be done land side not water side which will have significant saving.

Stegmann is asking if we want to keep the spit we need to get fish study and some type of engineering done. Stegmann doesn't know what the cost for the study would be; could put out an RFP. Commissioners would like Stegmann to get in touch with Xcel Energy to see if engineering documents would be available to the commission. In addition, put out an RFP to do some final engineering on the spit and a fish study and to verify that's truly all that needs to be done to finalize the Chapter 30 permit to make it a permanent structure. In addition, whatever the Coast Guard deems necessary for any navigational lighting.

Gilbertson would like the city administration notified in writing from this commission, that in the future, when discussing issues relevant to the harbor and waterfront that a representative from marina/harbor commission needs to be present. What is the point of a harbor commission if they are going to go ahead and act independently, without any input from this commission?

Stegmann was also told (that at the same meeting that he could not attend), that the U. S. Fish and Wildlife representative told that group that they are no longer in the position to give money for engineering of the proposed new boat launch project; however advised they would have money to help with the brick and mortar. This was not what Stegmann or commission was told and promised at the beginning of this project, the rules of the game have changed.

Stegmann stated that if they are asking that the commission to dole out money for an engineering study; then he wants a letter stating exactly what they want, and an agreement as to what help would be available for the brick and mortar side of the project; essentially a contract to be able to bring to the commission. Stegmann does not want to do a set of plans for a four bay boat launch that sits on the shelf for years and years. There needs to be some assurances with this project; that the money spent will not be wasted on plans that can't be fiscally afforded.

HARBOR COMMISSION MEETING

March 1, 2018

Page 3

72

Commission feels that they need to pursue the actual development part and start down the road and not wait until the project is completed. Get the plan, get the commitments and the day they are done with the superfund start the plan. An RFP can get us some dollar figures and answers without a lot of cost.

Commissioner's would like to have Jamie Dunn, DNR, attend the next commission meeting.

Agenda Item 5: New Business

A. Manager's Report

Stegmann attended the Duluth boat show in February; 3 or 4 new tenants are a good possibility. In addition, there may be some new tenants this year from Saxon Harbor. Hotel Chequamegon had a water main break; big hole in street on the west side of Ellis Avenue and big area of the street is undermined. The area is temporarily fixed, filled it with sand, when weather permits water department will look at that whole area.

A motion was made by Yankee, seconded by Gierczic to adjourn. The motion carried unanimously. Meeting was adjourned.

Kim Westman



AGENDA BILL

Ref: 242

COMMITTEE AGENDA:
COUNCIL AGENDA: 7C(10-31-2017)

SUBJECT: Approval of Contracts for ShoreMaster Commercial for Marina Dock Replacement and Diversified Dock Work and Welding, Inc. for Dock Assembly

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Ashland Marina

DATE SUBMITTED: October 17, 2017

CLEARANCES: Harbor Commission
Scott Stegmann, Marina Manager

EXHIBITS: Bid Tabulations and Bid Documents
September 13, 2017 Harbor Commission Minutes
Treasurer's Certificate

EXPENDITURES REQUIRED: \$ 319,115.00

AMOUNT BUDGETED: \$ 185,028.75 Marina Enterprise Fund
\$ 134,086.25 Dock Insurance

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

COMPLIANCE WITH ORDINANCE 51: Ordinance requirements will be followed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: Yes

RECOMMENDATION: Harbor Commission is asking that the City Council approve the contracts for ShoreMaster, Inc. and Diversified Dock Work and Welding, Inc. to build and install a dock.

SUMMARY STATEMENT: The Harbor Commission advertised for bids. One bid was received by ShoreMaster, LLC for the dock only in the amount of \$265,115.00. A second bid was received from Diversified Dock Work & Welding, Inc. for the assembly and installation in the amount of \$54,000.00. The expected remaining insurance reimbursement is \$134,615.00. The remaining work for electrical and water access for the new dock will need to be bid out at the time of the installation. The Harbor Commission estimated a cost of \$15,000 in addition to the \$185,028.75 needed for the dock and installation. After reviewing and discussing the project, the Harbor Commission voted to replace A-Dock and proceed with the project by approving \$202,000.00 to be used from the Marina Enterprise Fund.

The Ashland Harbor Commission and Marina Manager are requesting approval from Council to proceed with the project of A-Dock purchase and installation.

ASHLAND CITY COUNCIL MEETING

Tuesday, October 31, 2017 - 6:15 P.M.

Minutes Excerpt of Agenda Item 7C

Agenda Item 7C: Approval of Contracts for ShoreMaster Commercial for Marina Dock Replacement and Diversified Dock Work and Welding, Inc. for Dock Assembly (Marina Manager)

The Harbor Commission advertised for bids. One bid was received by ShoreMaster, LLC for the dock only in the amount of \$265,115.00. A second bid was received from Diversified Dock Work & Welding, Inc. for the assembly and installation in the amount of \$54,000.00. The expected remaining insurance reimbursement is \$134,615.00. The remaining work for electrical and water access for the new dock will need to be bid out at the time of the installation. The Harbor Commission estimated a cost of \$15,000 in addition to the \$185,028.75 needed for the dock and installation. After reviewing and discussing the project, the Harbor Commission voted to replace A-Dock and proceed with the project by approving \$202,000.00 to be used from the Marina Enterprise Fund.

The Ashland Harbor Commission and Marina Manager requested approval from Council to proceed with the project of A-Dock purchase and installation.

A revised contract for ShoreMaster Commercial was submitted by Marina Manager Scott Stegmann and City Attorney David Siegler, which was agreed upon by all parties.

Doersch moved, Pufall seconded a motion to approve the contracts for ShoreMaster Commercial for marina dock replacement in the amount of \$265,115.00, and Diversified Dock Work and Welding, Inc. for dock assembly in the amount of \$185,028.75 to be paid for through insurance reimbursement and \$202,000.00 through the Marina Enterprise Fund. The motion passed unanimously by roll call vote.

Denise Oliphant

From: Barbara Clement
Sent: Friday, April 6, 2018 3:14 PM
To: Denise Oliphant
Subject: RE: Treasurer's Certificate

DNH, Inc. of Fergus Falls, MN is in compliance with City Ordinances, Ch: 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056

From: Denise Oliphant
Sent: Friday, April 06, 2018 3:09 PM
To: Barbara Clement
Subject: Treasurer's Certificate:

Barb,

Can you please verify that DNH, Inc., 28774 120th Avenue, Fergus Falls MN 56537 is in compliance with the City of Ashland Ordinance Ch. 923?

Thank you-

Denise Oliphant
City Clerk
City of Ashland
601 Main Street West
Ashland, WI 54806
Phone: 715-682-7071
Fax: 715-682-7048
Email: doliphant@coawi.org

Find yourself next to the water.



This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the sender immediately and delete the material from your computer.



AGENDA BILL

Ref: 077

COMMITTEE AGENDA:
COUNCIL AGENDA: 8G (04-17-2018)

SUBJECT: Approve the Purchase of a Road Rescue/Ford F-550 Ambulance from Everest Emergency Vehicles, Inc. to Replace the Fire Department's Med-8 Ambulance

RECOMMENDATIONS: Approval

DEPARTMENT OF ORIGIN: Fire Chief

DATE SUBMITTED: April 2, 2018

CLEARANCES: Committee of the Whole
City Administrator
Finance Department
Fire Chief

EXHIBITS: A-Proposal for 2018 Ford F-550 Road Rescue Ambulance
B-Treasurer's Certificate

EXPENDITURES REQUIRED: \$252,450

AMOUNT BUDGETED: \$252,450 Capital Projects Fund 460-Fire Equipment

APPROPRIATION REQUIRED: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: *"We in Ashland value and will work to protect and strengthen our natural setting and resources; our small city character and our sense of community; our heritage; our arts, architectural roots, and recreational assets; and our economic prosperity."* Providing public safety services is integral to Ashland's values and vision.

SUMMARY STATEMENT:

The Fire Department's 2007 Ford E-450 Road Rescue ambulance (Med-8) was due for replacement in 2016, but the project was delayed due to budgetary constraints. This particular ambulance has been used primarily for 911 responses for the City and our surrounding townships for patient transports to Memorial Medical Center, Ashland. The ambulance is also used to transport patients to Duluth for medical services on occasion. The current unit, Med-8, has exceeded its service life and has become unreliable; often times the unit has been out-of-service due to mechanical failure. In fact, the unit has been towed back from Duluth twice. Currently, there are 155,000 miles on the ambulance. The maintenance issues have exceeded the value of the unit and have strained the department's maintenance budget.

In the past, the department was forced to purchase a van-style chassis due to space constraints within the previous fire station. The department now has the ability to purchase a more heavy-duty pickup style chassis that will be easier to repair and maintain. The heavier chassis should reduce maintenance costs due to the ease of accessibility to the components within the engine compartment as compared to a van-style chassis. The pickup chassis has a more heavy-duty suspension which will handle the area's rough roads better and will more than likely hold up better than the van-style chassis currently in-service. The new chassis will be equipped with four-wheel drive, which is paramount for this ambulance. The department needs the ability to respond during all inclement weather conditions, especially winter weather.

Reasons to consider purchasing a new modular style ambulance are:

- Due to the increased call volume the department has experienced over the past few years, it is critical that all four ambulances be reliable units. We cannot afford to have an ambulance down and out of service for extended periods of time due to a major mechanical failure. M-8 was out of service for nearly 21 days in 2016. This creates a gap in which at times we ran out of an available ambulance.
- A modular ambulance will meet the current and future needs of the department, and will also be able to be remounted onto a new chassis when the chassis is worn out. This remount process will reduce the cost of replacing the ambulance when compared to purchasing an entire new ambulance.

Council approved at the February 27, 2018 Council meeting to waive the bid requirements of Chapter 194.04, Ashland City Ordinances, for the purchase of a new ambulance through the Savvik Buying Group. The Ashland Fire Department has requested a proposal from Everest Emergency Vehicles, Inc. for a new 2018 Road Rescue modular ambulance (Exhibit B). Everest Emergency Vehicles, Inc. has offered the department a \$3000.00 trade-in value of the current 2007 Ford E-450 Road Rescue Ambulance.

The 2007 Road Rescue Ambulance has exceeded its service-life and should be replaced before a significant maintenance event occurs. The Fire Chief recommends the purchase of a Road Rescue/Ford F-550 modular four-wheel drive ambulance in an effort to meet the needs of department for today and into the future.



Road Rescue®

REV GROUP

Ashland Fire Department
 David Wegener
 215 6th Street East
 Ashland, WI 54806
 715-682-7052
 715-682-7903
 DWegener@coawi.org

Everest Emergency Vehicles, Inc.
 Bob Marhefke
 8 So. Owasso Blvd.
 Little Canada, MN 55117
 651-236-8948
 651-690-1871
 Bob.Marhefke@everestev.com

Quote No: 560-0016
ULTRAMEDIC: UM1020 Ultramedic Type 1 - 168" Ford
INFO: SPEC TERMS Road Rescue Boilerplate
CHASSIS T1: RR-CHASF2 Ford, F-Series, 189" WB - 168" Bodies
T1 - 168: UM-1168F Type 1 - UM 168" Module, F-Series
EMS EQUIP: EMS-ZERO Dealer Provided - EMS Equipment

04/06/2018 14:51:56

PART NO	S	DESCRIPTION	QTY	ID
00-01-0999		== Road Rescue Boilerplate - 1.023 01/24/18 == Information - Scope, Purpose and Classification WARRANTY	1	RRI
00-02-8100		Warranty - Documentation	1	RRI
00-02-8200		Warranty - Module Structural	1	RRI
00-02-8300		Warranty - Electrical, Standard System	1	RRI
00-02-8400		Warranty - Paint	1	RRI
00-02-8500		Warranty - Conversion	1	RRI
		== Ford, F-Series, 189" WB - 168" Bodies - 1.023 01/24/18 ==	1	RRI
		01- CHASSIS REQUIREMENTS	1	RRI
01-01-2608		2018 Ford F550 XLT 4X4, , 193"W/B, 19,500 GVWR (Special Order) 18-1	1	RRI
		CHASSIS OPTIONS	1	RRI
01-03-00SR	X <	MagneGrip system installed. SHOP NOTE: SR#2018254F Includes the following parts: (1) 500073-05 - Tailpipe, 5" Assy Boxed, (1) 500060-02 - 5"x4" Ambient Air Sleeve, (1) 540020-01 - 45 degree 4" Tailpipe elbow, (1) - 500212-01 - 4'X3-1/2" reducer, (2) 500202-01 - 4" Clamps, (1) 500201-01 - 3-1/2" clamp. Also includes modifying the exhaust so that it clears the bottom of the module for proper fit of the MagneGrip. exit on passenger side.	1	
01-03-1001		Alternator - Standard OEM	1	RRI
01-07-0120		Front Suspension - Ford F-Series (4x4)	1	RRI
01-07-1000		Sway Bar, Front - OEM	1	RRI
01-07-8007	<	Rear Suspension - Liquid Spring- 2017+ F550, 19,500 GWV SHOP NOTE: Dump Feature activated by the Left rear access door. Override-switch to be in right rear entry door lock box Ignition switch Hot, Standard.	1	RRI
Per KKK, the rear suspension shall only lower the module when the vehicle is in park and the parking brake is set.				

PART NO	S	DESCRIPTION	QTY	ID
01-17-4900	<	Block Heater - With OEM Plug (STANDARD) SHOP NOTE: This option does not include a switch... (STANDARD).	1	RRI
CAB EXTERIOR OPTIONS				
01-19-13SR	X <	Dakota Hills aluminum front bumper, Foreman model in High Polish. SHOP NOTE: Includes shipping and installation This bumper comes with SOL cutouts with mounts behind them for the Whelen SA 315P model siren speakers.	1	RRI
01-20-0100		Mirrors - OEM Standard	1	RRI
CAB INTERIOR OPTIONS				
01-21-3500		Cab Insulation - Thinsulate in Cab Ceiling (STANDARD)	1	RRI
01-21-8000	<	Coat Hook, (1) Recessing Mounted in Cab SHOP NOTE: (1) hook behind each seat	2	RRI
TIRES / WHEELS				
01-23-00SR	X <	Power Coat all (6) wheels "Black" SHOP NOTE: SR#20161466F Powder coat (6) rims, dismount/remount, computer balancing This will be done by Boulevard Tire	1	RRI
01-23-4100	>	Spare Tire Bracket - Delete ENG. NOTE: Spare tire will be shipped loose if order with chassis.	1	RRI
01-24-0503	<	Delete Wheel Inserts, Paint Wheels F450/550, ILOS SHOP NOTE: Wheels to be powder coated.	1	RRI
00-00-0247	<	== Type 1 - UM 168" Module, F-Series - 1.023 01/24/18 == ***** OUTSIDE GRAPHICS- 24/7 ***** SHOP NOTE: HAVE PICTURES TAKEN PRIOR TO THE UNIT ENTERING THE FINAL LINE FOR GRAPHICS	1	RRI
00-05-0150	<	Customer opts out of KKK-1822-F CN 10 Requirements SHOP NOTE: SPECIAL NOTE: The cabinet doors and hardware you have selected for this order does not meet the performance requirements of the SAE J3058 Ambulance Interior Storage Compartment Integrity Section 3.11.3 of KKK-A-1822F as revised July 1,2017 specifically relates to Storage compartments and Cabinet Design. 1) All interior enclosed stowage devices shall be tested to their rated weight capacity in accordance with the requirements of SAE J3058. 2) Stowage devices shall not come open in transit. 3) Storage for the main oxygen cylinder shall be accessible for replacement from an outside position. 4) The oxygen compartment shall be provided with at least a 9 sq. in. of open vent to dissipate/vent leaking oxygen to the outside of the ambulance. 5) Oxygen cylinder compartment shall not be utilized for storage of any other equipment.	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
		6) All interior enclosed stowage devices shall be labeled with their rated weight capacity.		
		02 - MODULE REQUIREMENTS		
02-01-7004	<	> Ultramedic - 168"L x 96"W Type 1 Module 18-1 SHOP NOTE: Ultramedic I - 168"L x 96"W Type I Aisle width to be 46". The interior headroom shall be 72"	1 1	RRR RRR
		ENG. NOTE: Please select 03-19-1000 Walk Through Opening - Type I		
02-01-70SR	X <	> Increase module to 170" SHOP NOTE: SR#2018254F	1	
02-01-9500		Interior Headroom - 72"	1	RRR
02-01-9622	>	> Standard Aisle Width = 46" ENG. NOTE: Interior aisle width from lower left to squad bench to be 46"W.	1	RRR
02-02-1000		Materials, Type I & Type III	1	RRR
		03 - MODULE EXTERIOR		
03-02-0200		Module Undercoating (STANDARD)	1	RRR
		EXTERIOR MODULE CONSTRUCTION		
03-03-1400	>	> Module Roof Radius, 3 Inch High (STANDARD) ENG. NOTE: The perimeter frame of the roof to consist of a 3 inch high x 1-1/2 inch radius extrusion securely fastened and welded to the wall and ceiling structural framing. The roof extrusion to be fully enclosed and include vertical center supports. (STAN	1	RRR
03-03-1500	>	> Extreme Bonding Tape (STANDARD) ENG. NOTE: Extreme Acrylic Bonding Tape - Exterior wall panels and roof sheet to be bonded to the tube structure with 3M extreme bonding tape.(STANDARD)	1	RRR
03-03-1600	>	> Sub-floor Gusset Supports (STANDARD) ENG. NOTE: Sub-floor Gusset Supports - Fabricated gusset supports to be added for extreme structural integrity. Gussets to be welded into place where the sub-floor structure meets the vertical wall tube structure.(STANDARD)	1	RRR
03-03-1700	>	> One Piece Side Body Panels (STANDARD) ENG. NOTE: One Piece Side Body Panels Each side of the module shall be fabricated out of single sheet wall panels. There will be no body seams above the side and rear entry doors opening. (STANDARD)	1	RRR
03-03-1800	>	> Reinforce Rear Header (STANDARD) ENG. NOTE: Plates and structural tubes are added across rear header and side walls to reduce long term stress in these areas.(STANDARD)	1	RRR
03-03-1900	>	> Single Sheet Module Roof Sheet (STANDARD) ENG. NOTE: Single Sheet Module Roof Sheet- The module roof to be a single sheet of	1	RRR

PART NO	S	DESCRIPTION	QTY	ID
		aluminum and will have full perimeter weld to the roof radius extrusion to provide a permanent weather proof seal and to enhance the structural design of the modular structur		
03-03-2010		<p>< > Drop Curbside Forward Body Skirt - 5", Add Double Step, Light Duty Chassis</p> <p>SHOP NOTE: Drop Curbside Forward Body Skirt, Add Double Step ahead of the Curbside Wheelwell - Drop curbside forward body skirt a total of 5 Inches lower than the rearward skirt and Incorporate a Double Step in the Side Entry Step well. Increase the depth of stepwell inboard as far as sub structure permits. Side surfaces to be Diamond Plate. Step surface to be a combination of NFPA Diamond Plate and removable 9" Grip Strut insert. The second step to be fabricated of NFPA Diamond Plate and installed so that the step surface is midway between the stepwell floor surface and the module floor (Ultramedic, Promedic only)</p> <p>ENG. NOTE: FACTORY NOTE: THIS OPTION IS NOT RECOMMENDED ON A GM CUTAWAY CHASSIS.</p>	1	RRI
03-03-2110		<p>> Drop Streetside Forward Body Skirt - 5", Light Duty Chassis</p> <p>ENG. NOTE: Drop Streetside Body Skirt, Forward of Wheelwell Drop the skirt ahead of the rear wheels a total of 5 Inches lower than the rearward skirt on the streetside.(Ultramedic, Promedic Only)</p>	1	RRI
03-03-8005		Fuel Fill - Standard Pocket -Square	1	RRI
03-03-8305	X	Fuel protection Plate Stainless Steel	1	
03-03-8401		DEF Fill - Standard Pocket, For Ford F series	1	RRI
03-03-8510		<p>< > DEF Fill Protection Plate, Stainless Steel</p> <p>SHOP NOTE: DEF Fill Splash Protection Plate</p> <p>- Stainless Steel DEF fill splash protection plate installed below Cast Products fuel fill bezel.</p> <p>Sikaflex adhesive/sealant shall be used to mount the plate and to seal plate edges.</p> <p>ENG. NOTE: DEF Fill Splash Protection Plate- Diamond plate Diesel Exhaust Fluid splash protection plate installed below Cast Products DEF fill housing. Sikaflex adhesive/sealant shall be used to mount the plate and to seal plate edges.</p>	1	RRI
		MODULE ENTRANCE		
03-05-0100		<p>> Module Access - Standard</p> <p>ENG. NOTE: Module Access - Single side entry door and dual rear entry doors</p>	1	RRI
03-06-0100		<p>< Entry Doors - Hidden Hinge, Seal on Door ,W/Fail Safe Latching,STD</p> <p>SHOP NOTE: This includes the Fail Safe Latching mechanisms on all three entrance doors.</p>	1	RRI
03-06-0700		Door Restraints - Rear, Polished Cast Aluminum, Pin & Slot Style	1	RRI
03-06-0800		<p>< Door Restraints - Side, Heavy Duty Gas Spring Hold Opens</p> <p>SHOP NOTE: Curbside Door Restraint - Heavy Duty gas spring hold opens. - Attached by 1/4" x 20 SS Machine Screws with 1/4" x 20 Nut Inserts into Corner Gusset in Door Side entrance door to open to 90+ degrees. (STANDARD)</p>	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
03-06-1480	<	Entry Door Handles, Trimark Chrome/Black, (Interiors relocated to top of door) SHOP NOTE: ***** Relocate the Standard Interior Side and Rear Entrance Door Paddle Handles and Lock Boxes to the TOP of the doors. NOTE: This option is not available with Eberhard Handles	1	RRI
03-06-1500		Door Panel, Inner - Stainless Steel (STANDARD)	1	RRI
03-06-2200		Magnetic Entry Door Switches (STANDARD)	1	RRI
03-06-4010	>	Lock Boxes, White Diamond Grade (STANDARD) ENG. NOTE: The lock boxes for the interior door handles are to be covered with White Diamond Grade reflective material. Includes (1) white logo per lock box. (STANDARD)	1	RRI
03-06-4200		Coil Cords for Electrical Circuits (STANDARD)	1	RRI
03-06-4400		Door Panel Mounting Screws (STANDARD)	1	RRI
03-06-4710	<	3" Red/White Conspicuity Tape, Top and Bottom of Entry doors SHOP NOTE: 3" Red/White, Diamond Grade, reflective stripe, mounted on flat aluminum panels then attached to the interior of all Entry doors. The stripes shall be located Top and Bottom edge of the doors and shall span the width of the interior door panels.	1	RRI
03-06-5050	S <	Door Flashers - (3) Whelen 4" Dia Amber LED, (1) Per Entry Door SHOP NOTE: SR#2018254F 2GA00FAR with 2GROMMET (3) Whelen 4" Round Amber LED warning lights in rubber grommets. - Installed on the module entrance doors, (2) on the outboard lower corners of the rear interior door panels and (1) on the outboard lower corner of the curbside interior door panel. Each light to flash when the respective door is opened.	1	RRI
03-06-6065	< >	Power Door Locks - Module Entry Doors, W/Hidden Switch SHOP NOTE: Install power door locks in side and rear entrance doors. Includes (2) lock/unlock switches, one at side door and one at rear door on interior wall (do not mount on door). Also includes (1) hidden switch in rear license frame for unlock function only. System will be tied to OEM chassis power locks so that both systems operate as one. Does not include wireless remote. Note: Hidden Switch can be moved per dealer instructions. ENG. NOTE: for 2015 chrome/black Trimark	1	RRI
03-06-9997		Safety Walk Grip on Exterior Door Paddle Latches.	1	RRI
		SIDE DOOR STEP	1	RRI
03-08-2000		(2) Step Well, Side Entry - Increased Depth, Lower Grip, Upper Diamond Plate	1	RRI
03-08-3010		Stepwell Light - LED, Whelen OS Mini, Clear (STANDARD)	1	RRI
		WINDOWS	1	RRI
03-09-0030		Module Window Requirements	1	RRI
03-09-1130		Window - Side Entry Door, 18X18, Slider - Limo Tint	1	RRI
03-09-1230		Window - Rear Entry Doors, 18X24, Fixed - Limo Tint	1	RRI
03-09-2125		Window - Side Wall, 18X18, Fixed - Limo Tint	1	RRI
		MODULE TO CHASSIS MOUNTING SYSTEM	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
03-10-5000		Module to chassis mounting system-Light Duty I (10)	1	RR1
03-11-6000		Connecting Bellows, Type I	1	RR1
		REAR BUMPER AND REAR STEP CONSTRUCTION		
03-12-1600	<	Rear Bumper - Fixed (STANDARD) SHOP NOTE: Fixed Rear Bumper Fixed 7"W Bumper with the selected option for bumper end pods on the ends and fixed 45" center Grip Strut Insert. (STANDARD).	1	RR1
03-12-3020	< >	Bumper Pods, CPI Cast Aluminum w/RR Logo. (UM & PM) SHOP NOTE: Cast Products Bumper Pods, High Polish Finish. Mounted on the outboard rear step bumper frame members. The CPI cast aluminum pod shall include a RR Logo embossed in the cast pattern on the step tread. ENG. NOTE: Cast Products Bumper Pods, High Polish Finish. (ULTRAMEDIC AND PROMEDIC).	1	RR1
		INSULATION		
03-13-2220	< >	Whisper Quiet - Sound Dampening/Thermal Insulation Package (UM & PM) SHOP NOTE: Whisper Quiet - Sound Dampening/Thermal Insulation Package. (ULTRAMEDIC AND PROMEDIC) Spray foam underbody insulation prior to undercoat application, full subfloor coverage where applicable. Includes curbside step well area. ENG. NOTE: Reflective Barrier/Barymat/Spray Foam Thermal Insulation Package.	1 1	RR1 RR1
		ELECTROLYSIS PREVENTION		
03-14-4000	<	Electrolysis Prevention, Fluid Film (STANDARD) SHOP NOTE: Fluid Film is used at Every Point Where the Mounting Process has the Propensity to Break Paint (STANDARD)	1 1	RR1 RR1
		COMBINATION RUB RAIL AND FENDER RING		
03-15-2000	<	Crash Rail and Fender Ring (STANDARD) SHOP NOTE: Extruded Black Rubber Crash Rail and Fender Ring - The lower body Rub Rail/Crash Rail and Fender Ring to be Black extruded rubber. The rubber rail will be snap-on mount with no fasteners. The extrusion that the rubber rail fastens to will be secured to the body with aluminum rivets for ease of replacement. The lower body crash rail and the transition to the Fender Ring will have Polished Aluminum end caps. The extrusion to accept multiple color inserts. (STANDARD)	1 1	RR1 RR1
03-15-5510	<	Lighting LED Strip, Kinequip, In Standard Rubber Crash Rail SHOP NOTE: Install horizontal LED rub rail lighting on fore and aft of each rear wheel well cutout on both sides of the module. This does not include the fender rings. LED Color: RED/WHITE. FLASHING FUNCTIONALITY: The RED/WHITE LED's are to fast flash alternately RED then WHITE and will come on with 'Master Emergency' and also include a cut-out switch labeled 'RUB RAIL C/O' in the front switch panel. The cut-out switch will disable the	1	RR1

PART NO	S	DESCRIPTION	QTY	ID
		<p>RED/WHITE when alternate flashing. When placed in park the flashing RED will continue to flash as long as master emergency is enabled.</p> <p>STEADY BURN FUNCTIONALITY: The WHITE LED's are to steady burn to act as courtesy/perimeter lighting when vehicle is in 'Park' and module power is 'On' for a period of 29 seconds and also include a switch labeled 'Ground Light' in the front switch panel to activate when vehicle is in 'Park' and module power is 'On'.</p> <p>To also activate when a corresponding compartment door or entry door is opened and illuminate the ground area below the vehicle. - If the rear entry doors are open the rear most rub rail lights on both sides of the module will light. - If the #1 or #2 exterior compartment door is opened the forward street side rub rail will light. - If the #4 compartment door is opened the rear street side rub rail will light. - If the #6 compartment door is opened the rear curb side rub rail will light. - If the curbside entry or the #8 exterior compartment door is opened the forward curb side rub rail will light.</p> <p>When the vehicle is placed in gear the courtesy/perimeter lights will auto cut-out.</p>		
SPLASH GUARDS AND RUNNING BOARDS				
03-16-1800	<	<p>Mud Flaps - Rear, Black w/ RR Logo (Standard) SHOP NOTE: Heavy Duty Rubber Mud Flaps w/ RR Logo - Heavy Duty Rubber Mud Flaps to be bolted to the wheel liner behind the rear duals with with 1/4" x 20 Stainless Steel bolts, washer and nylon locknut for ease of maintenance and repair (STANDARD)</p>	1	RR1
03-16-18SR	X <	<p>Additional half-length mud flaps in front of rear bumper SHOP NOTE: SR#2018254F Additional set of rear mud flaps, no logo. Mud flaps to be half height. 3.16.22.0 PAIR IATS</p>	1	
03-16-20SR	X	<p>Front mud flaps on running boards</p>	1	
03-16-3110	<	<p>Running Board Inserts - 7" Grip Strut , 2017+ F series Type I</p>	1	RR1
03-17-1000	<	<p>Drip Rails SHOP NOTE: Polished Aluminum Drip Rails - Above All Doors, Entry and Compartment (Standard)</p>	1	RR1
03-18-1000	<	<p>Wheel well liners SHOP NOTE: Aluminum Wheelwell Liners - Extending to Bottom of Skirt (Standard)</p>	1	RR1
CAB TO MODULE ACCESS				
03-19-1200	>	<p>Crawl Thru Opening (Cab Height)- Type I ENG. NOTE: Delete the raised cab extension and provide a crawl-through opening 32"H x 18"W with hinged door and window. Door to be lockable on the cab side.</p>	1	RR1
03-19-2100	<	<p>Cab to Module Fluid Dam, (STANDARD) SHOP NOTE: Cab to Module Fluid Dam - A formed fluid dam, 4" tall to be installed below the cab to module walk through door to prevent fluids from contaminating the cab.</p>	1	RR1

PART NO	S	DESCRIPTION	QTY	ID
		The floor and fluid dam to be fully sealed. (STANDARD)		
03-19-2300		Cab to Module, Crawl Through Door, ILOS	1	RRI
		LICENSE PLATE HOLDER	1	RRI
03-20-0510	>	Rear License Holder Location - C/S Above Rear Kickplate ENG. NOTE: Standard Location	1	RRI
		EXTERIOR COMPARTMENT CONSTRUCTION	1	RRI
04-01-0100		Exterior Compartment Construction, Light Duty	1	RRI
04-01-3000	<	Door Sill Protection, Stainless Steel. (STANDARD) SHOP NOTE: Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage. (STANDARD)	1	RRI
		EXTERIOR COMPARTMENT DOORS	1	RRI
04-02-0100		Compartment Door - Hidden Hinge, Seal on Door (UM)	1	RRI
04-02-0715	< >	Compartment Handles, Exterior - TriMark 2015 Chrome/Black (UM) SHOP NOTE: TriMark Two-Point Cast w/Polished Chrome Paddle Handle and Housing, Locking and Non-Locking, with floating cam - Mounted in CNC Cut Opening in Each Compartment Door Skin w/OEM Clamp Assembly. (STANDARD ULTRAMEDIC)	1	RRI
		ENG. NOTE: Note: Must pick handles from menu.		
04-02-0741	< >	Compartment Handle, TriMark 2015 Chrome/Black, Street side, locking SHOP NOTE: For single doors or Leading doors on the streetside.	3	RRI
		ENG. NOTE: Pick QTY for single doors or Leading doors on the streetside.		
04-02-0751	< >	Compartment Handle, TriMark 2015 Chrome/Black, Curbside, locking SHOP NOTE: For single doors or Leading doors on the curbside.	2	RRI
		ENG. NOTE: Pick QTY for single doors or Leading doors on the curbside.		
04-02-0805	<	Compartment Door Locks - 2015 TriMark SHOP NOTE: Compartment Door Handle Manual Locks. - All doors shall incorporate double cut, non-directional tumbler assemblies that are keyed alike (STANDARD)	1	RRI
04-02-1000		Compartment Door Nader Pin - (STANDARD)	1	RRI
04-02-1200		Compartment Door Lubrication - Door Handles and Latches (STANDARD)	1	RRI
04-02-1300		Compartment Door Reflectors - (STANDARD)	1	RRI
04-02-1500		Magnetic Compartment Door Switches - (STANDARD)	1	RRI
04-02-2010		Compartment Door Panel, Inner - Diamond Plate (STANDARD)	1	RRI
04-02-2300		Compartment Door, Gas Struts - (STANDARD)	1	RRI
04-02-2500		Compartment Door Panel Mounting Screws - (STANDARD)	1	RRI
04-02-7100	S <	Door Flasher(s) - Whelen 4" Round Amber LED w/Int Flasher SHOP NOTE: SR#2018254F 2GA00FAR with 2GROMMET	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
04-02-7105	S <	Exterior Compartment - (5) Doors SHOP NOTE: SR#2018254F 2GA00FAR with 2GROMMET	1	RRI
04-03-0410	<	Compartment Light Locations - Ultramedic SHOP NOTE: (2) Vertical strips in each exterior compartment installed one on each side of the opening.	1	RRI
04-03-1550	<	Door Open Indicators, (STANDARD VMUX) SHOP NOTE: Door Open Indicators, - Magnetic Proximity Switches located at the top of the door between the jamb and the door frame will activate a door open indicator on the driver's control panel. The Vista display screen will include a digital layout with door open indicators for each module door and activate the corresponding Interior compartment light. NOTE- OPEN CAB DOOR WILL NOT BE SHOWN ON DISPLAY. (STANDARD)	1	RRI
04-03-2400		Compartment Lights - LED, Flexible Strip, KineQuip EXTERIOR COMPARTMENT INTERIOR	1	RRI
04-04-1000	<	Exterior Compartment - Interior Finish, Scorpion Rubberized SHOP NOTE: Exterior Compartment Interior Scorpion Rubberized Liner Color Choice. Scorpion rubberized polyurethane coating applied to the surfaces of ALL exterior compartment walls and dividers. Does not include slide out battery tray or mounting angles. Battery Tray to be raw aluminum. NOTE: If there is not a slide out battery compartment in the order the #8.5 exterior compartment area will be Scorpion lined.	1	RRI
04-04-1001		Color = Dark Gray	1	RRI
04-05-0001	<	Exterior Compartment Shelving and Unistrut - Standard SHOP NOTE: All exterior shelving Unistrut shall be welded to the walls prior to any compartment wall finish. Where specified, exterior adjustable shelves shall be box pan formed of a minimum .125 inch Aluminum Diamond Plate and corners shall be welded. Shelves shall be infinitely adjustable, and securely mounted to heavy gauge aluminum Unistrut track. (Standard)	1	RRI
04-05-1000	<	Compartment Shelving - Diamond Plate (STANDARD) SHOP NOTE: Diamond Plate Exterior Compartment Shelving. (STANDARD)	1	RRI
04-06-0010	<	EXTERIOR - COMPARTMENT #1 Electrical Storage - Compartment #1 SHOP NOTE: #1 Compartment Electrical Storage - Recessed into the bulkhead side of compartment #1 shall be an enclosed area for the installation of miscellaneous electrical components. The aluminum cover for this area to be installed with 'J' molding The 'J' molding to be full length of panel on bottom and inboard side. Outboard side of panel to be secured with mechanical fasteners. (STANDARD)	1	RRI
04-06-0020		Compartment #1 - Full Height, Standard Configuration (UM)	1	RRI
04-06-00SR	X <	Install PAC bracket for AXE and Haligan tool #2 Compartment #2 wall SHOP NOTE:	1	

PART NO	S	DESCRIPTION	QTY	ID
		SR#2018254F Pickhead Axe Hanger/Pocket Kit #K5011 and Halligan Tool Mount Kit #K5032. Location on #2 wall next to SCBA gear.		
04-06-1507	<	Shelf, Fixed- Comp. #1 additional SHOP NOTE: Fixed shelf to be lower shelf just above O2 equipment	1	RRI
04-06-1600	< >	Shelf, Removable - (1) Full Width, Compartment #1 SHOP NOTE: Install (1) full width removable shelf mounted in compartment #1. ENG. NOTE: This includes deletion of the standard fixed divider and fixed shelf.	1	RRI
04-06-1650	S <	Divider, Fixed - Compartment #1 -Standard SHOP NOTE: Divider to stop at bottom of Fixed shelf	1	RRI
04-06-1980	S <	Coat hooks (3) in #2 compartment SHOP NOTE: SR#2018254F Mount (2) coat hooks in the #2 compartment right corner and (1) centered on #3 wall	1	RRI
04-06-19SR	X <	Unistrut Back Wall of #2 compartment for SCBA Brackets SHOP NOTE: SR#2018272F mounted forward of O2 bracket	1	
04-07-3100		EXTERIOR - COMPARTMENT #2 Compartment #2 - Increase Height 6.00"	1	RRI
04-09-3000	<	EXTERIOR - COMPARTMENT #4 Compartment #4 - 3/4 height, Standard Configuration SHOP NOTE: Full Height #4 Compartment streetside rear of module with Interior Upper left #4 Cabinet - #4 Compartment to be full height to bottom of upper left #4 cabinet.	1	RRI
04-09-30SR	X <	Install PAC bracket for AXE and Haligan tool SHOP NOTE: SR#2018254F Pickhead Axe Hanger/Pocket Kit #K5011 and Halligan Tool Mount Kit #K5032. Centered on #2 wall	1	
04-09-3500	<	Coat Hook, (1) installed in compartment. SPECIFY LOCATION SHOP NOTE: Mount in #4 compartment (1) on #1 wall (2) on #2 wall aft of SCBA gear (1) on #3 wall	4	RRI
04-09-4500	>	Delete - Standard Adjustable Shelf #4 Compartment. ENG. NOTE: Delete the adjustable shelf in the #4 Compartment.	1	RRI
04-09-8000		Unistrut Back Wall of #4 Compartment for SCBA Brackets EXTERIOR - COMPARTMENT #6	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
04-11-0600	<	Compartment #6 - Standard Configuration (UM) SHOP NOTE: Stair Chair to mount in forward portion of compartment	1	RRI
04-11-4510	<	Shelf Adjustable - Compartment #6 SHOP NOTE: Mount 42" from floor	1	RRI
04-11-4520	< >	Shelf Adjustable - (1) Additional, Compartment #6 SHOP NOTE: Mount centered between first shelf and ceiling ENG. NOTE: Must pick quantity if more than one is needed.	1	RRI
04-11-4560	>	Divider, Fixed - Compartment #6 (UM) ENG. NOTE: Fixed Divider #6 Compartment in lieu of standard. - Fixed divider in lieu of standard adjustable divider. #6 Compartment. Divider to be centered in compartment. (Ultramedic only).	1	RRI
04-11-4635	< >	Equipment Strap - (1), Seat Belt Style, Metal Buckle- (Specify Location) SHOP NOTE: (1) Seatbelt style strap with metal buckle. (Push button) Mount: #1 wall to divider Mount: #3 wall to divider lower section for stairchair ENG. NOTE: Must pick quantity if more than one is needed.	2	RRI
04-14-3300		EXTERIOR - COMPARTMENT #8 Compartment #8 - Increased Height, Botton of HVAC Configuration	1	RRI
		EXTERIOR - COMPARTMENT #8.5	1	RRI
04-15-0400	<	Compartment #8.5 - Drawer Style Battery Box Configuration SHOP NOTE: Battery access door mounted slide out battery tray. The interior of the battery compartment to be made of SCORPION COATED ALUMINUM. Battery Tray to be raw aluminum.	1	RRI
	<	INTERIOR TRIM AND FEATURES SHOP NOTE: New Interior Trim - All cabinet and wall panel aluminum trim to be Gray anodized. (No Black trim to be used). All protective corner trim will be Opaque and will include a matching domed end cap. (STANDARD)	1	RRI
		INTERIOR ADJUSTABLE SHELVES	1	RRI
		INTERIOR TRIM	1	RRI
05-05-1000		Interior Trim - Standard	1	RRI
		HEADLINER	1	RRI
05-06-1100		Ceiling Medical Device Rail (STANDARD)	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
05-06-1200		Headliner - Vinyl Ceiling, No Seams (STANDARD)	1	RR1
05-06-1802		White LED Strip Lights, Ceiling Medical Device Rail. (UM & PM)	1	RR1
05-06-1902		Red/Amber LED Turn/Brake Strip Lights, Ceiling Medical Device Rail. (UM & PM)	1	RR1
FLOORING				
05-07-1000		Aluminum Floor/Wall Cove Moulding. (STANDARD)	1	RR1
05-07-1400		Stainless Steel Rear Threshold, 45 Degree Chamfered (STANDARD)	1	RR1
05-07-2000		Lonplate I Flooring Choice	1	RR1
05-07-2003		Color - Gunmetal 164	1	RR1
05-07-6100		Curbside Stainless Steel Threshold, 4" wide, W/Safety Walk Anti-Skid Tape	1	RR1
HEAD BUMPERS				
BACKRESTS				
Rear Entry Door Grab Bars				
05-10-1302	<	Rear Entry Door Grab Bars - "L" Bars, 16" Anti-Microbial, Yellow	1	RR1
		SHOP NOTE: "L" Bars - 16" Anti-Microbial Yellow. 1.25" Diameter stainless steel "L" Bars mounted to each rear door. Approximately 16" wide by 24" high. Yellow Anti-Microbial finish.		
		Door handles on rear entry doors to have handle inverted with "L" upside down. Horizontal portion of "L" to be at top of window, vertical portion of "L" to be on the inside edge of the door closest to the door opening.		
05-10-1402		Side Entry Door Grab Bars - "L" Bar - 19" Anti-Microbial Yellow	1	RR1
05-10-1904		Ceiling Grab Rail - Center 108" Anti-Microbial Yellow	1	RR1
05-10-2102		Ceiling Grab Rail - Streetside 72" Anti-Microbial Yellow	1	RR1
PLASMA HANGER				
05-11-4000		IV Hangers - CPI #IV2008 (STANDARD)	1	RR1
05-11-4002		Quantity (2)	1	RR1
INTERIOR STREETSIDE #1 - LEFT STACK and BULKHEAD				
05-12-0200	< >	Upper Bulkhead Cabinet - Double Doors (STANDARD)	1	RR1
		SHOP NOTE: Upper Bulkhead Electrical Cabinet, Double Doors - Install double hinged Kydex Thermoplastic or multi-spec (picked in the proper section of work order) doors with locking latch on the right hand door and center mullion on the left hand door on the standard upper bulkhead electrical cabinet.		
		Must use M1 latches for CN 10 certification (STANDARD)		
		ENG. NOTE: Must use M1 latches for CN 10 certification		
05-12-0250	< >	Left Stack - Storage Area #1. (STANDARD Ultramedic)	1	RR1
		SHOP NOTE: Left Stack Radio/Inverter cabinet to include (1) adjustable shelf in upper section. Both sections shall have double solid aluminum, Kydex Thermoplastic or multi-spec (picked in the proper section of work order) covered doors with locking latch on the upper doors and locking latch on the lower doors. Must use M1 latches for CN 10 certification (standard Ultramedic)		
		ENG. NOTE: Must use M1 latches for CN 10 certification		
INTERIOR STREETSIDE #2 - ACTION AREA				
05-13-0700		Medical Device Rail - Action Area Wall	1	RR1
05-13-0800	<	Cabinets - Upper Left U2 and U2.5, Std Configuration (UM) -NOT CN 10 Certified	1	RR1
		SHOP NOTE: - (2) Cabinets over Action Area with sliding doors and restocking feature. The forward UL #2 and the rearward UL #2.5 cabinets to include (1) adjustable shelf		

PART NO	S	DESCRIPTION	QTY	ID
05-13-1301		<p>in each cabinet. The attendant switch panel and environmental controls to be built into a separate 6" high section below the Upper Left #2.75 cabinet and tilted slightly down for ease of accessibility to the attendant.. (STANDARD Ultramedic, Promedic)</p> <p>< > Cabinet - Upper Left U2.75, Angled End Cabinet w/Door SHOP NOTE: SR # 20161507F</p> <p>The 2.75 cabinet shall be angled forward at appx 45 degrees to provide a safety zone for the CPR seat occupant in the event of a forward vehicular impact. The angled face of this cabinet shall have A custom upper #2.75 and Upper 4.75 cabinet.</p> <p>The U #2.75 and U4.75 cabinet to be angled with a single, hinged framed Lexan door, with round southco locking latches. Self closing hinges to be on aisle side of cabinets. UL #2.75 and 4.75 cabinet to include (1) adjustable shelf each</p> <p>ENG. NOTE: Must use M1 latches for CN 10 certification</p>	1	RRI
05-13-2200		<p>< > Countertop - Forward Action Area and Rear Monitor Area. SHOP NOTE: Rear counter space to have a 10 inch length dimension</p> <p>ENG. NOTE: Avonite Solid Surface Countertop installed on forward action area and rear monitor area. Includes full perimeter retaining lip on both sections.</p>	1	RRI
05-13-2209		<p>Avonite Stormy Gray, F1-9010 (STANDARD)</p>	1	RRI
05-13-22SR	X	<p>Reduce aft counter top length to 10"</p>	1	
INTERIOR STREETSIDE #3 - CPR SEAT				
05-14-0500	S	<p>< Streetside - CPR Seat, Standard Configuration SHOP NOTE: CPR seat to increase in length by 3 inches 3 inches to be gained by reducing the aft counter space from 13 inches to 10 inches</p> <p>- The CPR seat shall include a flip up seat equipped with a gas strut hold open device and positive latch for securing the lid when closed. The CPR seat shall include a 2" foam seat and backrest, the upper and lower sections will be padded on both sides for added protection.</p>	1	RRI
05-14-05SR	X	<p>Increase CPR Seat Width 3 inches toward aft</p>	1	
05-14-0900		<p>< CPR Seat Lid Hold-Down SHOP NOTE: CPR Seat Lid Hold-down - Install a Black Tri Mark recessed paddle latch, (1) under CPR seat lid.</p>	1	RRI
05-14-1200		<p>< > Cabinet - Upper Left U3, 9"H x 27"W, 72" Headroom ONLY SHOP NOTE: - Upper left #3 Cabinet with 3/8" Lexan lift up door with restocking feature and a 2" round non-locking stainless steel latch. Does not include shelf. Cabinet to be approximately 9"H x 10-3/4" D x 27"W. Reduce the height of the CPR seat to 15" from floor and the bottom of seat cushion. The cushion on the under side of #3 cabinet to utilize 1/2" foam. The distance between top of the CPR seat and bottom of the cabinet cushion to be a minimum of 43" in compliance with KKK-A-1822F. NOTE: Requires 72" headroom.</p> <p>ENG. NOTE: The distance between top of the CPR seat and bottom of the cabinet cushion to be a minimum of 43" in compliance with KKK-A-1822F. NOTE: Requires 72"</p>	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
		headroom.		
		Must use M1 latches for CN 10 certification		
05-14-2550		Seat Belt, CPR Seat - 6-Point- Change Notice 8- Compliant	1	RRI
05-14-3900	<	"U" Barrier Bar, Padded, 6 7/8 x 7 1/2, 1.5 inch SS, CPR Seat SHOP NOTE: Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the "U2" cabinets.	1	RRI
		INTERIOR STREETSIDE #4 - REAR AREA		
05-15-1000	<	Cabinet - Upper Left U4, Standard Configuration- NOT CN 10 Certified SHOP NOTE: Upper left U4 cabinet with sliding Acrylic doors, restocking feature and (1) adjustable shelf.	1 1	RRI RRI
05-15-1101	< >	Cabinet - Upper Left U4.75, Angled End Cabinet w/Door SHOP NOTE: SR # 20161507F The 4.75 cabinet shall be angled forward at appx 45 degrees to provide a safety zone for the CPR seat occupant in the event of a forward vehicular impact. The angled face of this cabinet shall have A custom upper #2.75 and Upper 4.75 cabinet. The U #2.75 and U4.75 cabinet to be angled with a single, hinged framed Lexan door, with round southco locking latches. Self closing hinges to be on aisle side of cabinets. UL #2.75 and 4.75 cabinet to include (1) adjustable shelf each	1	RRI
		ENG. NOTE: Must use M1 latches for CN 10 certification		
		INTERIOR CABINETS- SQUAD BENCH AREA		
05-16-0100		Curbside Squad Bench - Two Piece Hinged Lid	1	RRI
05-16-0300		Restraint Belts, Squad Bench - Standard	1	RRI
05-16-0500		Medical Device Rail - Squad Bench	1	RRI
05-16-0600		Latches, Lids - Squad Bench Tri Mark , Standard	1	RRI
05-16-1015		Seat Belts, Squad Bench - Two 6-Point belts - Change Notice 8- COMPLIANT	1	RRI
		INTERIOR - BIOHAZARD		
05-17-00SR	X <	Squad Bench "A" Bar 16" - Anti-Microbial,Waste/Sharps (YELLOW) SHOP NOTE: SR#2018272F	1	
05-17-2000	>	Glove Butler(s) ENG. NOTE: Select "Package" indicator for Glove Butler options.	1	RRI
05-17-2120	< >	Glove Butler (4) Total - Over Curbside Entry, Drop Down Door SHOP NOTE: (4) Glove Butler II glove boxes installed above the side module entrance door with drop down door and (2) locking latches. Door to be Kydex Thermoplastic or multi-spec and bottom hinged to tip out for restocking. Access holes to be cut in door for glove removal. Must use M1 latches for CN 10 certification ENG. NOTE: Must use M1 latches for CN 10 certification	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
INTERIOR CURBSIDE - RIGHT STACK STORAGE #8				
05-18-0600		Right Stack - Upper Heater-A/C Unit, Standard Configuration (UM & PM)	1	RRI
05-18-0800		Right Stack - Hidden Air Intake (STANDARD)	1	RRI
05-18-1000		Right Stack - "A" Style Standard (UM & PM)	1	RRI
05-18-9310		Door - Heavy-Duty Roll-up Locking Door, ALS RF Cabinet	1	RRI
ATTENDANT SEAT				
05-19-5800		Attendant Seat - EVS Vac Form, 3-Point Belt, Swivel Base	1	RRI
05-19-5801		Color - Ash	1	RRI
INTERIOR COLORS				
05-20-5205		Thermoplastic, anti-microbial, Standard Interior Finish	1	RRI
05-20-5215	<	Thermoplastic, anti-microbial, Cardiac Cadet, cabinet finish	1	RRI
SHOP NOTE:				
Part Number #KD18805				
05-20-5300	<	Upper Band Vinyl Color - Cabinets and Stitched Cushions	1	RRI
SHOP NOTE:				
Upper Band Vinyl Color Choice for cabinets and stitched cushions.				
05-20-5328		Color - Ash Gray	1	RRI
05-20-5500		Lower Band Vinyl Color - Vacuum Formed Cushions	1	RRI
05-20-5502		Color - Ash Gray	1	RRI
05-20-9800		Lexan Glass, Color Choice	1	RRI
05-20-9801		Color - Clear	1	RRI
MISC. INTERIOR OPTIONS				
05-21-5100		Squad Bench & Lower Left, 11 Inch Brushed Stainless Kickpanels	1	RRI
05-21-8400		Cabinet Latch - Southco 2" Round, Stainless Non-Locking- CN 10 -Rated at 10lbs	1	RRI
05-21-8400		Cabinet Latch - Southco 2" Round, Stainless Non-Locking- CN 10 -Rated at 10lbs	1	RRI
05-21-8400		Cabinet Latch - Southco 2" Round, Stainless Non-Locking- CN 10 -Rated at 10lbs	1	RRI
05-21-8400		Cabinet Latch - Southco 2" Round, Stainless Non-Locking- CN 10 -Rated at 10lbs	2	RRI
06-01-0100		General Wiring - General Harness Standard	1	RRI
COMMUNICATION				
06-06-0150	<	Antenna UHF/VHF - (2) Prewire, Standard	1	RRI
SHOP NOTE:				
two RG58AU low loss cables installed from the two-way radio cabinet to the ceiling of the module. Accessible by removing an interior light in the patient compartment ceiling. The interior light shall include an etched plastic label identifying the plate as the antenna access point. The cables shall route from the module roof to the lower section of the left stack/radio cabinet and be of sufficient length to allow routing to the cab console as an alternate radio installation location.				
06-06-1000	<	Camera - Exterior Back-Up, Over Rear Doors for Multi-plex	1	RRI
SHOP NOTE:				
Install one (1) Audiovox, ASA Voyager VCCS-155 color camera. Exterior mounted and connected to vehicle's main video display.				
06-06-1600		Two Way Radio Routing Path Cab to Module. (STANDARD)	1	RRI
06-06-1700		Two Way Radio Prewire, 12VDC Power and Ground (STANDARD)	1	RRI
RADIO AND CLOCKS				
06-07-6000		Clock - Digital DDS 12/24 Hour 2.5" LED, Over Rear Doors	1	RRI
07 - ELECTRICAL 12 VOLT DC				
07-01-0010	<	Crc't Pwr Accs.,Ign/Shrline,1-20 amp 12VDC to 2 locs,W/O,PD9130 chgr	1	RRI
SHOP NOTE:				
(1) 10 amp lead shall be coiled up behind the A./A panel for future use.				
(1) 10 amp lead shall be coiled up behind the drivers seat in the cab, for future use.				
Note: This code will be used when an additional battery charger has already been installed, the PD9130 will not be used with this option.				

PART NO	S	DESCRIPTION	QTY	ID
07-02-1000		Voltmeter - Standard	1	RRI
07-02-1100		Alarm,Low Voltage,With Buzzer and Indicator,in cab console	1	RRI
07-03-2000		Ammeter - for multiplex system	1	RRI
BATTERY SYSTEM				
07-04-5305		Ignition Battery Shut off Timer, 5 minute, (Standard)	1	RRI
07-05-0400	<	Batteries - Type I UM/PM, Ford or Dodge Ram (2) OEM (1) Additional,STD	1	RRI
		SHOP NOTE: The two OEM batteries under the hood. One 735 CCA AC Delco additional battery shall be supplied by the manufacturer and located in the exterior compartment located below the right front ALS cabinet.		
07-07-0500		Module Disconnect - Multiplex System,	1	RRI
07-08-0100		Battery Ground	1	RRI
07-09-6000		Battery Charger - Prewire only, 12V. (STANDARD)	1	RRI
07-10-1000	S <	Power Outlets 12V, (2) Power Point Style, On with Ignition (STANDARD)	1	RRI
		SHOP NOTE: delete 12v. outlet in Right stack		
07-10-7225	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel location	1	RRI
		SHOP NOTE: Located in the cab switch panel per Electrical Engineering		
07-10-7275	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel Style, IATS	1	RRI
		SHOP NOTE: Location in the Action area switch panel.		
FRONT CONSOLE				
08-01-3105		Driver's Switch Panel/Radio Console - VMUX, Custom	1	RRI
08-02-1150		Driver's Control Panel - V-Mux, Touch Screen	1	RRI
08-02-1151		Ford Chassis, Touch Screen, Double Dinn in dash mounted	1	RRI
08-02-9100	X	Map Light - Federal LED "Littlite" Gooseneck Light, 12", Fixed Mounted	1	RRI
ATTENDANT CONTROL PANEL				
08-03-1150		Attendant's Control Panel V-MUX, Touch Screen, with bezel and USB charging port.	1	RRI
08-04-6002	<	Power Distribution - Weldon V-MUX, Video Inputs (UM & PM)	1	RRI
		SHOP NOTE: Weldon V-Mux Multiplex System w/7" LCD VGA Touch Screen on front and rear switch panels with V-Mux Nodes. Includes an O2 Regulator/Transducer Mounted in #1 Compartment. INCLUDES VIDEO INPUTS FOR BACK-UP CAMERA. NOTE: The battery shut-off circuit to remain on for 5 minutes after the ignition has been shut off. Shutting off the ignition will activate a timer that will leave the batteries on for five minutes so that the module dome lights can be left on for patient unloading/vehicle restocking. Clock - Digital, Rear Control Panel, V-Mux display Electrical System 12V - V-MUX Multiplex System. Voltmeter - Standard for V-Mux Alarm, Low Voltage. Console, V-MUX Ammeter - for MULTIPLEX ELECTRIC SYSTEM. V-MUX Module Disconnect - V-Mux Multiplex Electrical System		
08-04-6020		Joystick Control - Weldon V-MUX with quick buttons	1	RRI
EMERGENCY SYSTEMS - Ford F-Series				
WARNING AUDIBLE - SIREN, SPEAKERS, AIR HORNS				
09-03-1039		Siren Electronic - Whelen 295HFSC9, Dual Tone, Non Remote	1	RRI
09-03-20SR	X <	Whelen SA 315P model siren speakers. ILOS	1	RRI
		SHOP NOTE:		

PART NO	S	DESCRIPTION	QTY	ID
		SR#2018254F		
09-05-0200		Backup Alarm (STANDARD)	1	RRI
09-06-0200		Emergency Sequencer/Load Manager (STANDARD)	1	RRI
09-50-1307	<	Visual Warning Front Upper - (7) Seven Light Straight Line Configuration SHOP NOTE: Must pick proper lighting from menu.	1	RRI
AUXILLARY EMERGENCY LIGHTS				
09-70-5300		Click to add Rear Chevron Lighting	1	RRI
09-80-2110	< >	Warning Light Flasher - Vanner 9860GCPE - (STANDARD)Multiplex /PC System SHOP NOTE: Vanner 9860GCPE Halogen/LED electronic flasher to power specified lights. Four flash Patterns avail.(Alternate flash, Triple burst, Quad burst, double burst.) Standard will be dual Burst Flash unless otherwise noted. ENG. NOTE: (STANDARD, Smart Display)	1	RRI
09-80-3100		Emergency Flashers Set to - "X" Flash Pattern ILOS KKK-A-1822F	1	RRI
09-80-41SR	X <	Park/Neutal cutoff SHOP NOTE: SR#2018254F	1	
09-80-51SR	X <	Add cut out switch in the front console for ALL Forward Facing White lights IATS SHOP NOTE: SR#2018254F	1	
09-95-1504	<	Whelen M9 LED, w/Chrome Flange LED - WHITE (Internal Flasher) SHOP NOTE: ILOS Front Center	1	RRI
09-95-1505	<	Whelen M9 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) SHOP NOTE: IATS Rear curb side at window height Rear street side at window height Front curb side next to white center Front street side next to white center	4	RRI
09-95-1505	<	Whelen M9 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) SHOP NOTE: ILOS Front upper curb side outside corner Front upper street side outside corner Street side upper forward corner Street side upper rear corner Curb side upper forward corner Curb side upper rear corner Rear curb side upper corner Rear street side upper corner	8	RRI
09-95-1510	<	Whelen M9 LED, w/Chrome Flange - RED/WHITE Split Clear Lens (Internal Flasher) SHOP NOTE:	2	RRI

PART NO	S	DESCRIPTION	QTY	ID
		IATS On 45 degree angle of cool bar curbside and streetside		
09-95-2555	<	Whelen M7 Super LED - RED w/ clear lens 3rd Brake Light SHOP NOTE: IATS Upper center Rear of module	1	RRI
09-95-4221	<	Whelen 500 LIN6 Super LED - RED w/ CLear Lens SHOP NOTE: ILOS	2	RRI
09-95-42SR	X <	Whelen TLI2D red/white LED, ILOS SHOP NOTE: SR#2018254F (2) Front intersection lights Set clear LED to work with side scene lights respectively	2	
09-95-43SR	X <	Whelen TLI2D red/white LED, IATS SHOP NOTE: SR#2018254F (2) Rear intersection lights Set clear LED to work with side scene lights respectively	2	
		EXTERIOR AUTOMOTIVE LIGHTING		
10-01-1050	<	Tail Lights, Brake/Turn - Whelen M6-Series LED, Must Pick Flng SHOP NOTE: Must pick housings or flanges.	1 1	RRI RRI
10-01-1240	<	Back-up Lights - Whelen M6-Series LED Rear, Must Pick Flng SHOP NOTE: New Code	1	RRI
10-01-2020		Marker/Clearance Lights, Front - Trucklite Model 33 LED, Amber	1	RRI
10-01-2120		Marker/Clearance Lights, Side and Rear - TruckLite Model 33 LED, Red/Amber	1	RRI
10-01-3002	<	Chrome Flange, (1) Whelen M6 (Standard M6) SHOP NOTE: Pick Quantity	6	RRI
10-01-5020		Outboard Rear Flashers, Wired to OEM Brake Lights (STANDARD)	1	RRI
10-01-7300		Front Turn - Whelen M6-Series LED Amber Arrow w/Flange	1	RRI
		FLOOD AND LOAD SYSTEMS		
10-02-1000	S	See 10-02-10SR	1	RRI
10-02-10SR	X <	(4) Whelen PCPSM1C Single Panel, Combination Flood/Spot SHOP NOTE: SR#2018254F Chrome Flange ILOS side scene lights. This deletes the standard 900 series halogen side scene lights. ILOS	1	
10-02-11SR	X <	Install (1) "Whelen PCPSM1 Front module switched seperately SHOP NOTE: SR#2018254F To be used as front flood light switch on front console Whelen PCPSM1C Single Panel, Combination Flood/Spot, Chrome Flange EACH IATS	1	

96

PART NO	S	DESCRIPTION	QTY	ID
10-02-12SR	X <	Whelen NP6BB 6-LED, with Bail Mount, Black PAIR IATS SHOP NOTE: SR#2018254F Mounted on the front bumper/grill guard as auxiliary driving lights. Switched at front console	1	
10-02-2040		Rear Load Lights - (2) Whelen M7 Series Super LED, Gradient Scene Light	1	RRI
10-02-3010		Lighting Operation - Side Scene, Rear Load and Back-Up Lights, Standard Cab Entry - Lighting	1	RRI
10-02-8020		Cab Entry, 4" Whelen LED Courtesy Lighting INTERIOR LIGHTING - CEILING	1	RRI
11-01-1400		Dome Lights - Kinequipe 8" Round LED	1	RRI
11-01-8010		Floor Lighting - LED White	1	RRI
11-01-9000		Timer -15 minute- Restocking (STANDARD)	1	RRI
11-01-90SR	X <	Additional 15 minute restocking switch SHOP NOTE: SR#2018254F Locate inside rear passenger side entrance door. Will be in a switch panel with rear dump switch "NOT ON THE DOOR" Switch to be located just inside the rear door on curbside.	1	
SPOTLIGHTS / HANDHELD LIGHTS				
11-02-1000		Handheld Spotlight - Sho-Me 200,000 CP	1	RRI
11-02-8500	< >	Streamlight Fire Vulcan, Blue Tail Lights SHOP NOTE: Mount in the #2 compartment under SCBA . Lights to be Yellow Vulcan 180 model with swivel head ENG. NOTE: SPECIFY LOCATION	2	RRI
11-02-8501	<	(1) Fire Vulcan - #44401 SHOP NOTE: Must pick quantity and give exact locations, also a wiring code must be picked for each light.	2	RRI
11-02-9101	<	Wiring For Flashlight - 12V Direct to Battery SHOP NOTE: Must pick quantity and give exact locations, also a wiring code must be picked for each light or for each pre-wire.	2	RRI
ATTENDANT LIGHT				
11-03-1010		Attendant Light - 6" x 14" Diffusion Plate Light (Standard)	1	RRI
SHORELINE INLET				
12-01-4600	<	Shore Inlet - 20 AMP, Straight Blade SHOP NOTE: Shore Inlet, 20 AMP, Straight Blade ILOS - 20 AMP/120VAC shoreline inlet in lieu of standard 15 amp. Includes mating female connector body for inlet and 20 amp GFI circuit breaker combo in lieu of standard 15 amp	1	RRI
12-01-8500	<	Shore Indicator, "ON" Amber Marker Light SHOP NOTE: (1) SS module center below drip cap. (1) Front module To be installed at Everest EV	2	RRI

PART NO	S	DESCRIPTION	QTY	ID
12-02-0200		Receptacles, Interior - 110V-15A (1) Action Wall, (1) Right Stack	1	RRI
12-02-2049		Receptacles, Interior - (1) Additional 110V-15A, Aft CPR Seat Counter	1	RRI
12-02-2050	<	Receptacles, Interior - (1) Additional 110V-15A, Action Area Wall SHOP NOTE: Mount in action area with standard 110VAC duplex (3) total	2	RRI
12-02-2051	<	Receptacles, Interior - (1) Additional 110V-15A, Upper Right Stack SHOP NOTE: Mount in section below standard 110VAC duplex	1	RRI
12-02-2052	<	Receptacles, Interior - (1) Additional 110V-15A, Over Squad Bench SHOP NOTE: mount at aft section of Squad bench.	1	RRI
12-02-2100	< >	Receptacles, Interior - (1) Additional 110V-15A, Custom Location (each) SHOP NOTE: Mount in front console exact location to be determined ENG. NOTE: For more than one please select quantity and specify location of each	1	RRI
		POWER SUPPLY - 110VAC	1	RRI
12-03-1110		Inverter Charger - Vanner 1050W, Indicator on Console	1	RRI
		ENVIROMENTAL CLIMATE CONTROL SYSTEM	1	RRI
13-01-1200		HVAC - Central Air Flow Discharge (UM & PM)	1	RRI
13-01-2000		Climate Control - Standard (UM & PM)	1	RRI
13-02-0222		Exhaust Fan- Upgrade 230 CFM, (2) Speed, Standard Location	1	RRI
13-02-5611	>	HVAC Aux Front Wall COOLBAR - Hoseline, Ford F-series MULTIPLEX ENG. NOTE: Cool-Bar to be painted the same color as the module. Please delete the standard light bar and add flashers to the upper front of module = 09-40-9900 See Options 09-50-1331 - 09-50-1333 Front Wall Lighting Configurations	1	RRI
13-02-5702	<	Cover, Cool Bar, (5) M9 Series lights SHOP NOTE: Drawing # 303347 (5) M9 series lights only. Note: Will be painted same color as the mount location on box front.	1	RRI
13-03-1000		Return Air System	1	RRI
13-03-2000		Return Air Central Plenum	1	RRI
13-03-3000		Heat /AC Cabinet	1	RRI
		COT MOUNTING PROVISIONS	1	RRI
14-01-1010		Cot Mounting - Hardware	1	RRI
14-01-1110		Post & Wheel Cups - None (STANDARD)	1	RRI
14-01-1623	<	Stryker Power Load, No Wheel guide - Change Notice 8- COMPLIANT SHOP NOTE: includes constant hot power supply for battery charging.	1	RRI
14-01-1650		Mass Casualty Hardware for Power Load	1	RRI
14-01-3097		Center Mount	1	RRI
		OXYGEN AND AIR SYSTEMS	1	RRI
14-02-0100		Oxygen System - Multiplex	1	RRI
14-02-1000		O2 Cylinder Wrench - (STANDARD)	1	RRI
14-02-2000		O2 Cylinder Bracket - Zico #QR-MV (STANDARD)	1	RRI
14-02-3000		O2 Control - Electric with Manual Bypass on Action Wall. (STANDARD)	1	RRI
14-02-4000		O2 Outlets - Ohio Style, (2) Action Wall, (1) Squad Bench (STANDARD)	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
14-02-4100		O2 Outlet - Relocate (1) Action Wall Outlet to Ceiling	1	RR1
14-02-9020	<	SCBA, (2) Bracket Installed - Exterior Compartment,Zico Brkt # UN-6-30-3-SF SHOP NOTE: (1) in #2 compartment on #2 wall forward. (1) in the #4 compartment on #2 wall centered	1	RR1
VACUUM SYSTEM				
14-03-1010	< >	Suction System - SSCOR On-Board (STANDARD) SHOP NOTE: Conforms to J3043 requirements ENG. NOTE: Conforms to J3043 requirements	1	RR1
MISC MEDICAL				
14-04-1000		Fire Extinguisher - 5# (ABC) w/ Mounting Bracket. (STANDARD)	1	RR1
14-04-1010	<	Fire Extinguisher, (1) Additional - 5# Fire Extinguisher(s), Ship Loose SHOP NOTE: Pick Quantity if more than one is needed.	1	RR1
PAINT AND FINISH				
15-00-0100		Road Rescue Paint Process - Standard	1	RR1
15-01-2030	< >	Module and Cab - Lower Half, Different Color, Includes Jambes SHOP NOTE: Note: Must state color with paint code and request a paint spray-out for approval. FOR A TYPE 1 THE CAB INSERT MUST MATCH THE AREA THAT IT IS INSERTED INTO ENG. NOTE: This Option REQUIRES the selection of 15-01-2020 for layout.	1	RR1
15-01-4100	X	module Paint roof to be painted Whitte	1	
15-01-9810	<	Upper Paint Color SHOP NOTE: Note: Must state color with paint code and request a paint spray-out for approval.	1	RR1
15-01-9820	<	Lower Paint Color SHOP NOTE: Note: Must state color with paint code and request a paint spray-out for approval.	1	RR1
15-01-9900		Color - White Match to OEM Chassis	1	RR1
15-01-9902	<	Color - Red FLNA30573 SHOP NOTE: Note: Must request a paint spray-out for approval.	1	RR1
GRAPHICS AND LETTERING				
15-02-8200		Chevron Striping - Rear Panels and Rear Header	1	RR1
15-02-8205		Material - 6" Scotchlite - Specify Colors	1	RR1
15-03-3900		RR Badge Logos (STANDARD)	1	RR1
15-03-4000		RR Logos and Model Name (STANDARD)	1	RR1
15-03-4001		Ultramedic - Black Logos	1	RR1
15-04-1000		Nomenclature Plaques. DIESEL. (STANDARD)	1	RR1
16 - REFERENCES AND STANDARDS			1	RR1

PART NO	S	DESCRIPTION	QTY	ID
16-01-0200		Owner's Manual (STANDARD)	1	RRI
ZZ-ZZ-0A00	<	Indemnification Statement	1	RRI
SHOP NOTE:				
The purchaser agrees to defend, indemnify and hold Rev Ambulance Group harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the purchased products OR use of product for purposes it was not designed or intended for.				
== Dealer Provided - EMS Equipment - 1.023 01/24/18 ==			1	RRI
2018 Ford F550 Road Rescue Ultramedic		\$245,225.00		
Ford GPC Discount		(\$ 4,400.00)		
Factory Concession		(\$ 8,000.00)		
Radio installation (customer supplied radio)		\$ 825.00		
Graphics Estimate (allowance)		\$ 4,500.00		
Shipping to Everest EV		\$ 1,800.00		
Stryker Power Co		\$ 19,500.00		
Customer Appreciation Discount		(\$ 4,000.00)		
Trade in value		(\$ 3,000.00)		
Grand Total		\$252,450.00		

Denise Oliphant

From: Barbara Clement
Sent: Monday, April 9, 2018 12:33 PM
To: Denise Oliphant
Cc: Wayne Chenier
Subject: Everest Emergency Vehicles, Inc

Denise,

Everest Emergency Vehicles, Inc. of Little Canada, MN is in compliance with City Ordinance Chapter 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056



AGENDA BILL

Ref: 071

**COMMITTEE AGENDA:
COUNCIL AGENDA: 8H (04-17-2018)**

SUBJECT: Approve the Agreement with Memorial Medical Center for the Ashland Fire Department Community Paramedic Program

RECOMMENDATION: Approval of Contract

DEPARTMENT OF ORIGIN: Fire Department

DATE SUBMITTED: 04/09/2018

CLEARANCES: Mayor, Fire Chief, City Attorney

EXHIBITS: A-Correspondence from Jason Douglas, April 4, 2018
B-Mobile Integrated Health Services Agreement

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

SUMMARY STATEMENT:

The Ashland Fire Department is partnering with Memorial Medical Center to offer Mobile Integrated Health Care to residents. Lt. Stuart Matthias and Lt. Joe Belany (Ret.) have completed training in Community Paramedicine and the program is ready to begin. This will position the Ashland Fire Department at the forefront of cost effective health care in Wisconsin. This program is expected to help reduce health care costs for residents in our communities.



April 4, 2018

Wayne Chenier, Fire Chief
 City of Ashland
 215 Sixth Street East
 Ashland, WI 54806

Wayne,
 Thank you for meeting with us this week to finalize the Mobile Integrated Health Agreement between the Ashland Fire Department and Memorial Medical Center. Your commitment to the implementation of this program and your dedication to serving our community is apparent.

The final agreement now includes dates of implementation and rates of compensation. In addition, we verbally agreed to review expenses incurred by Ashland Fire Department six months after implementation to better assess this contractual structure.

Memorial Medical Center is proud to be a partner with you in this endeavor.

Regards,

Jason Douglas, MHA, HSE, FACHE President/CE

- cc: Mary Garness, Administrator, City of Ashland
- ✓ Deb Lewis, Mayor, City of Ashland

MOBILE INTEGRATED HEALTH SERVICES AGREEMENT

THIS MOBILE INTEGRATED HEALTH SERVICES AGREEMENT (“Agreement”) is made effective as of this 17th day of April, 2018 (“Effective Date”) by and between Memorial Medical Center, a Wisconsin nonprofit corporation (the “Hospital”), and the City of Ashland, Wisconsin (“Ashland Fire Department” or the “EMS Provider”).

WHEREAS, Mobile Integrated Health Services programs have been found to improve patient outcomes and lower health care costs by providing patient-centered, non-emergency care and outreach by community paramedics (“CPs”) and community emergency medical technicians (“CEMTs”) to patients in their homes, many of whom are medically underserved and/or may be at risk for preventable hospital readmission (the “Services”); and

WHEREAS, the purpose of this Agreement is to document the understanding between the Hospital and the EMS Provider regarding the establishment of a Mobile Integrated Health Services program (the “Program”) providing Services to the Hospital’s community.

THEREFORE, Hospital and EMS Provider agree as follows:

1. **Services:**

- 1.1 Patients who meet certain criteria determined by the Hospital who are discharged to a residence in the City of Ashland or in the townships served by the Ashland Fire Department will be referred to the EMS Provider to provide Services. The EMS Provider will confirm via telephone call to the Hospital within 24 hours that it will provide the Services to the patient, and if the EMS Provider declines or fails to confirm within the time allowed, Hospital may provide the services through its own personnel.
- 1.2 Upon the patient’s referral from the Hospital, and based on an initial assessment by the Hospital transition team of the needs of the patient, EMS Provider shall provide one (1) home care visit within 48 hours following the patient’s discharge by a CP or CEMT to provide Services within the scope of practice of the CP or CEMT, including but not limited to:
 - a. Medication reconciliation;
 - b. Review of discharge instructions;
 - c. Education on exacerbation of signs/symptoms to report to the patient’s attending physician or provider;
 - d. Identification of safety hazards in the home;
 - e. Connection to primary care appointment and other community resources; and
 - f. Communication to the patient care team following discharge from the Hospital.
- 1.3 Based on the initial assessment and any further assessments conducted by the Hospital and the EMS Provider, the EMS Provider shall provide at least one (1) and up to four (4) home care visits or telephone follow-up calls weekly by a CP or CEMT to verify physician appointment(s) and follow-up directions.
- 1.4 The EMS Provider shall provide the Services without discrimination on account of race, language, color, sex, religion, national origin, or other protected status. The EMS Provider shall:

- a. Abide by all applicable laws, rules, regulation, policies, and directives, including but not limited to Wisconsin Statutes section 256.01 et seq. relating to CPs, CEMTs, community emergency medical services providers, and the medical direction of the Program;
 - b. Develop and at all times maintain appropriate communications and dialogue with the Hospital; and
 - c. Ensure that all medical professionals engaged by the EMS Provider under this Agreement satisfy and maintain all applicable state licensing and certification requirements, without suspension or limitation.
- 1.4. In the event that the EMS Provider determines that a patient meets home health admission criteria, the EMS Provider shall refer the patient to his/her treating physician and/or primary care physician for further home health assessment and referral. The patient shall have the exclusive choice of which home health agency will provide further service to him/her.
2. **Equipment and Supplies:** All of the equipment and supplies required by the EMS Provider to provide the Services and perform its duties hereunder, including transportation to and from the patient's home, shall be furnished by the EMS Provider, except that Hospital shall provide a laptop with the necessary software to the EMS Provider to record the Services it renders in the Hospital's EMR. Upon termination of this Agreement, the EMS Provider shall return the laptop to the Hospital.
3. **Records:** The EMS Provider will record the Services rendered hereunder in Hospital's EMR via the Hospital provided laptop, and shall prepare and attend to all reports and correspondence necessary or appropriate in connection with such Services. All of such records, reports and correspondence shall belong to Hospital. The EMS Provider shall provide visit and call reports to the patient's primary care physician, appropriate specialists and case management upon the patient's request or consent, or as otherwise permitted by applicable law.
4. **Quality Measurement & Improvement:** The EMS Provider shall work with the Hospital to measure and/or improve the quality, appropriateness, effectiveness, cost and utilization of the Program. The EMS Provider shall report data supporting the foregoing to the Hospital on a quarterly basis.
5. **Compensation:** The Hospital shall compensate the EMS Provider as follows:
- a. \$ 150.00 per documented patient home visit by a CP from on-duty status;
 - b. \$ 175.00 per documented patient home visit by a CP from off-duty status.

The EMS Provider shall submit monthly invoices to the Hospital documenting visits and telephone calls provided to patients referred from the Hospital over the previous month. The Hospital shall make payment on each invoice within thirty (30) calendar days following receipt.

6. **No Third-Party Billing:** The parties acknowledge that the Services are not reimbursable by patients or third-party payors. As such, the EMS Provider agrees that it will not bill or seek to collect any amounts from patients or third party payers for any of the Services provided under this Agreement.
7. **Confidentiality:** Each party shall maintain the privacy and security of patient information in accordance with all applicable state and federal laws and regulations. All written confidential business information and other trade secrets disclosed by one party to another pursuant to this

Agreement shall be deemed "Confidential" to the disclosing party. No such trade secrets shall be utilized by the receiving party for any purpose other than meeting its obligations or exercising its rights under this Agreement. Such trade secrets shall be revealed by the receiving party to the receiving party's employees on a "need to know" basis and shall not be revealed to any third party without the prior written consent of the disclosing party, except that all parties hereto give written permission to each other to permit inspection of this Agreement by persons who must inspect it for purposes of the discloser's licensure, accreditation or due diligence, provided that the inspectors agree not to copy or re-disclose the terms of this Agreement.

8. **Nonassignable and Nondelegable**: The Services performed hereunder by the EMS Provider shall not be assigned or delegated to a third party.
9. **Indemnification**: The EMS Provider agrees to defend, indemnify and hold the Hospital and its employees and agents harmless from and against any and all claims, liabilities and/or damages brought or obtained by third parties against the Hospital arising from the EMS Provider's (or its employees' or agents') performance or failure to perform the Services required hereunder. The Hospital agrees to defend, indemnify and hold the EMS Provider and its employees and agents harmless from and against any and all claims, liabilities and/or damages brought or obtained by third parties against the EMS Provider arising from the Hospital's (or its employees' or agents') performance or failure to perform its obligations hereunder.
10. **Insurance**: The EMS Provider shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of its professional liability insurance be less than \$1 million per claim and \$3 million in annual aggregate and its general liability insurance be less than \$1 million per occurrence and \$2 million annual aggregate. The EMS Provider shall provide such evidence to the Hospital in a timely manner. The EMS Provider shall ensure that the Hospital receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.
11. **Term and Termination**: This Agreement shall have a term of 1 year from the Effective Date, and thereafter shall automatically renew for consecutive 1-year terms. In addition to any other remedies legally available to the parties, this Agreement may be terminated:
 - 11.1 By mutual written agreement of the parties at any time;
 - 11.2 By either party for cause, which will be defined as a material default of this Agreement by a party that has not been cured within 14 days after notice of the default by the non-defaulting party specifying the nature of the default;
 - 11.3 By either party without cause upon 30 days' written notice; or
 - 11.4 By either party effective immediately if the other party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in Federal Health Care Programs or contracts with the federal government.
12. **Waiver**: Failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any

breach of any provision of this Agreement shall constitute a waiver of any other subsequent breach of any provision of this Agreement.

13. **Entire Agreement and Modification:** This Agreement represents the entire understanding of the parties and supersedes any and all prior agreements or negotiations. This Agreement may not be modified unless said modification is reduced to writing and executed by both parties.
14. **Choice of Law and Severability:** This Agreement and the rights and remedies of the parties thereunder shall be construed pursuant to the laws of the State of Wisconsin. If any provision of this Agreement is declared void or held invalid, such provision shall be deemed severed from this Agreement and the remainder of the Agreement shall otherwise remain in full force and effect.
15. **Notice:** Any notice given hereunder shall be in writing and served either personally or via certified mail to the addresses below. Each party shall notify the other in writing of any change in address. Notice served by mail will be deemed complete when deposited in the United States Mail.

HOSPITAL:
 Memorial Medical Center, Inc.
 Attn: Executive Vice President
 1615 Maple Lane
 Ashland, WI 54806

EMS PROVIDER:
 Ashland Fire Department
 215 6th St E
 Ashland, WI 54806

16. **EMS Provider's Representation and Warranty:** The EMS Provider represents and warrants to the Hospital that the EMS Provider, its employees and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. §1320a-7b(f), or any form of state Medicaid program (collectively "Government Payor Programs"), and to the EMS Provider's knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of the EMS Provider or Personnel from Government Payor Programs or may be cause for listing on the GSA List (collectively, an "Investigation"). The EMS Provider agrees to notify the Hospital of the commencement of any investigation or suspension or exclusion from Government Payor Programs within three (3) business days of the EMS Provider's first learning of it. The Hospital shall have the right to immediately terminate this Agreement upon learning of any such investigation, suspension or exclusion. The Hospital shall be timely kept apprised by the EMS Provider of the status of any such Investigation. The EMS Provider shall indemnify, defend, and hold the Hospital harmless from any claims, liabilities, fines, and expenses) including reasonable attorneys' fees) incurred as a result of the EMS Provider's breach of this Section.
17. **Medicare Access to Books and Records:** In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1) is applicable to this Agreement, the EMS Provider agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, the EMS Provider shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this

Agreement, and books, documents and records of the EMS Provider that are necessary to certify the nature of the duties of this Agreement; and (b) if the EMS Provider performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify, the nature and extent of the cost of services provided pursuant to such subcontract.

- 18. **No Requirement to Refer:** This Agreement is not intended to influence the judgment of any physician, CP, CEMT or other provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. No parties of this Agreement shall receive any compensation or remuneration for referrals.

* * *

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

MEMORIAL MEDICAL CENTER

CITY OF ASHLAND

By _____

By _____

Print _____

Debra S. Lewis

Title _____

Mayor

Dated _____, 2018

Dated _____, 2018

Attest:

Denise Oliphant
City Clerk



AGENDA BILL

Ref: 070

COMMITTEE AGENDA:
COUNCIL AGENDA: 8I (04/17/2018)

SUBJECT: Approve the Resolution to Approve the Revolving Loan Fund Application from Jacks Burger Barn, Inc.

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

DATE SUBMITTED: April 9, 2014

CLEARANCES: Mayor
City Revolving Loan Fund Committee

EXHIBITS: A-Proposed Resolution
B-Revolving Loan Fund Application

EXPENDITURES REQUIRED: \$0.00

AMOUNT BUDGETED: \$0.00

APPROPRIATION REQUIRED: \$0.00

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT: *Section 51.26 (b)(8) of Ashland City Ordinance 51 (Council Rules) permit the mayor and/or clerk to schedule items directly for Council action when a timely decision is needed by the City. The mayor has elected to consent to the request of the City of Ashland Business RLF Committee that this item be scheduled directly for Council action to permit the timely closing of the loan pursuant to the authority granted to him in Section 51.26 (b)(8) of Ashland City Ordinances.*

Jack's Burger Barn, established in Marengo, WI, along with Jack's Store in 2014, is moving into the former Buddie's Burger (Golden Glow) building at 514 Main Street West in Ashland. The move is being funded by Jackson Kysar and his father, Derek Kysar, Chippewa Valley Bank, and the City of Ashland business RLF funds. The building is owned by Kysar Properties, LLC. Through marketing and word of mouth, the Burger Barn has become a destination for many people in Ashland and Bayfield Counties. Due to seasonal traffic, planned road construction and high overhead costs (utilities), the owner decided to move the restaurant into Ashland.

On March 30, 2018 and April 4, 2018, the City of Ashland Business RLF Committee met and recommended the issuance of the requested loan in the amount of \$70,000 in accordance with the terms

on the following Revolving Loan Fund Review sheet. The expansion is expected to provide approximately 20 FTE positions.

Jackson Kysar will be very active in the day to day business. He loves visiting with people and has a passion for marketing. Jackson is also very creative and loves to explore new food ideas. Jackson will also be involved in the day to day administrative duties. Jackson has attended 2 years of Clark College with an interest in General Business Management. Jackson also was part owner and General Manager of The Wild Bison Travel Center in Alexander, ND. The Wild Bison was a truck stop that was open 24/7 365 days a year. Jackson was in charge of the day to day operation. He oversaw 5 Assistant Managers, and a total of 65 employees.

Derek Kysar will be a silent partner (20%) of Jack's Burger Barn. Derek is an Entrepreneur that has experience in a variety of projects. He was a partner in the Wild Bison Travel Center. He has also been involved with multiple land development projects, and he owns a large cabinet manufacturing facility - Northwood Cabinets. Derek will be sure that the business operates within its means and most of all is profitable. He will be the outside eyes looking in.

Megan Jolma will be Jackson's Assistant Manager. Megan is very energetic and enjoys the administrative side of the business. She will be in charge of payroll, ordering, food costing, and keeping the Policies and Procedures manual up to date. Megan is also very friendly and loves to interact with customers. She has taken business classes at WITC and has worked in various positions in the food service industry.

Melanie Bush will be a shift leader. Melanie is very experienced in the food service business. She spent most of her working years serving tables. Melanie will be in charge of training all new servers.

The Burger Barn anticipates opening in early May.

Recommendation: The City of Ashland Business RLF committee recommends adoption of the following resolution approving the issuance of a \$70,000 business revolving loan fund loan to Jack's Burger Barn, Inc. and directing the Mayor to execute the appropriate documents prepared to secure the loan.

RESOLUTION

No. _____

RESOLUTION TO APPROVE THE REVOLVING LOAN FUND APPLICATION FROM JACKS BURGER BARN, INC.

WHEREAS, Jacks Burger Barn, Inc., located in the City of Ashland, Ashland County, Wisconsin, has made an application for a loan from the City of Ashland Revolving Loan Fund (RLF); and,

WHEREAS, the loan application has been completed and Jacks Burger Barn, Inc. meets all the necessary loan criteria to qualify for a loan under the City of Ashland RLF; and,

WHEREAS, the City of Ashland Loan Review Committee has reviewed the loan application and determined that Jacks Burger Barn, Inc. is eligible for a \$70,000.00 loan.

NOW, THEREFORE, BE IT RESOLVED, that the Ashland City Council does hereby approve a \$70,000.00 loan, at 5% annual interest, amortized over 10 years, secured by a second position of Ashland property, a General Business Security Agreement, and the personal guarantees of Jackson Kysar and Derek Kysar.

BE IT FURTHER RESOLVED THAT, the Ashland City Council does hereby grant the Mayor of the City of Ashland the authority to sign all documents necessary to close the loan and that the City of Ashland Corporate Counsel approve all legal documents to secure this loan.

Councilperson

PASSED: April 17, 2018

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

David Siegler, City Attorney



Revolving Loan Fund – Application for Funding

Applicant Name: Jackson Kysor / Jack's Burger Barn
Applicant Address: 41340 Ensigner Rd, Marengo, WI 54855
Applicant County: Recipient DUNS Number: 519 main st W, Ashland
Business Legal Structure:
Is Applicant located in a rural area? Yes No

Revolving Loan Funds Requested:

Loan Amount: \$ 70,000 Matching Amount: \$ 170,000
Participation Amount: \$ Source: (bank, ultimate recipient, other, etc.): bank, self
Loan Term: 20yrs Interest Rate: 5.45 % Rate Type: Fixed Variable

Collateral: Equipment Real Estate 2nd Personal Guarantees Other (Check all that apply)
Description: Lien on Equipment, 2nd on Mortgage, Personal Guaranty from Jackson & Derek.

Project Description:

Brief description of project and use of loan funds:
30,000 - Equipment / Smallwares
40,000 - Building Improvements - Windows, tile kitchen, laminate floor in dining, Decor Etc.

Project objectives and accomplishments:

Create a efficient kitchen that can handle the 110-120 seat capacity. Also, create an atmosphere that is irresistible.

Number of jobs created: 20-25 Number of jobs saved:

Does project have an impact to local foods? Yes No
If yes, how? Purchase Beef, Produce, Eggs Locally

Applicant Signature

Date 3/8/18

City of Ashland Revolving Loan Fund Loan Review

Reviewer(s):	City RLF Committee
Committee Review Date & Time:	March 30, 2018 at 9:00 am

Applicant Business:	Burger Barn
Product or Service:	Restaurant
Principals:	Jackson Kysar, Derek Kysar
RLF Funds:	\$70,000
Matching Funds:	\$137,000 Chippewa Valley Bank; \$32,000 Borrower Equity (\$169,000 total)
Jobs:	20
Why are RLF funds required?	Purchase equipment and renovation

Project:

Jackson Kysar (and his father Derek Kysar, 20% owner & silent partner), have purchased the former Buddies Burgers building. They are renovating it to reflect their brand image for the Burger Barn, an established restaurant in Marengo. They are moving the restaurant location to Ashland. Jackson will run the restaurant in Ashland, and his wife Stacy will continue to run their convenience store (former site of the restaurant) in Marengo.

They plan to open in Ashland in May 2018. They need \$30,000 for equipment purchases, and \$40,000 to improve the building.

FOR CONSIDERATION:

Loan Amount:	\$70,000
Use:	Equipment purchase & building improvements
Rate:	5%
Term:	10 years
Amortization:	Monthly on a 10 year basis
Repayment:	\$742.46
Collateral:	UCC on All Assets/Equipment; 2 nd Position on Real Estate; Personal Guarantees of Jackson Kysar & Derek Kysar
Life Insurance:	If required, borrower will obtain
Guarantors:	Jackson Kysar, Derek Kysar, possibly Stacy Kysar
Disbursement of Funds:	At closing
Job Retention/Creation:	Creation of 2 FTEs is required

Other Covenants & Conditions:

Provide year-end financial statements in a form acceptable to City of Ashland. City of Ashland listed as loss payee and Mortgagee on insurance documents. Other conditions as required by the Department of Administration.

1.2 OBJECTIVES

Economic development activities assisted with funds made available through the RLF Program are intended to meet the following objectives:

- (1) To encourage the creation and retention of permanent jobs which provide a wage appropriate to the skills and experience of the local labor force and that is competitive. A minimum of 51 percent of the jobs created shall be made available to low and moderate income persons. See section 3.6(4) for requirements and definitions.
- (2) To encourage the leveraging of new private investment into the City of Ashland in the form of fixed asset investment, particularly in land and buildings.
- (3) To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
- (4) To implement the City's Economic Development Plan goals and objectives.
- (5) To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
- (6) To encourage the development and use of modern technology and create safe work environments.
- (7) To encourage dairy producers to undertake capital improvement projects that will result in a significant increase in milk production.

114
AGENDA BILL



Ref: 083

COMMITTEE AGENDA:
COUNCIL AGENDA: 8J (04-17-2018)

SUBJECT: Approve to Enter into a Contract with a Qualified Engineering Firm for Design and Engineering Services Related to Repairing the City Dock at Bayview Park

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks and Recreation Department

DATE SUBMITTED: April 10, 2018

CLEARANCES: Public Works Department, Finance Director

EXHIBITS:
A-Request for Proposals (RFP)
B-Map of City Dock
C-Scoring Rubric and Recommended Proposal (*to be given at the Council Meeting*)

EXPENDITURES REQUIRED: TBD

AMOUNT BUDGETED:	\$ 10,000	Fund 453 Waterfront Development
	<u>\$ 70,000</u>	Wisconsin Coastal Management Grant
	\$ 80,000	Total

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: TBD

RECOMMENDED MOTION: Approve to enter into a contract with a qualified engineering firm for design and engineering services related to repairing the City Dock at Bayview Park.

SUMMARY STATEMENT:

On February 13, 2018, the Ashland City Council voted unanimously to approve a grant from Wisconsin Coastal Management to create a design and engineering plans to fix the failing City Dock at Bayview Park. Per state statute and city ordinance, a RFP was created and sent out. The City received two proposals for this project, both coming in under the awarded grant amount.

City staff is in the process of reviewing the proposal and will give the recommendation to the Common Council the night of the meeting.



City of Ashland
REQUEST FOR PROPOSALS
RFP #18-02
CITY DOCK REPAIR AND
ENGINEERING SERVICES

March 12, 2018

The City of Ashland, Wisconsin will be receiving proposals for the above noted project until 4 PM, Friday, March 30, 2018. Proposals must be submitted in sealed envelopes clearly identifying the request for proposal title. **No faxed or electronic proposals will be accepted.** Proposal Documents can be found on the Ashland City website at www.coawi.org

Mail or Deliver Proposals to:

City of Ashland
Parks and Recreation Department
400 4th Ave W
Ashland, Wisconsin 54806

The City of Ashland reserves the right to reject any and all proposals not judged to be in the best interest of the City.

Mary Garness
City Administrator

Questions or further information on this RFP may be directed to:

Sara Hudson
Director Parks and Recreation
Bretting Community Center
400 4th Ave W
Ashland, WI 54806
715.682.7059
shudson@coawi.org

**REQUEST FOR PROPOSALS
CITY DOCK REPAIR AND ENGINEERING SERVICES
RFP #18-02**

Date of Request: March 12, 2018

Project Title: CITY DOCK REPAIR AND ENGINEERING SERVICES

Submittal Due: 4 PM Local Time, Friday, March 30, 2018. There will not be a public opening for this RFP.

Late Proposals: Any proposal received by the City after the exact time and date specified will not be considered. Proposers are responsible to assure delivery prior to the deadline. Do not assume that a guarantee by a mailing service will ensure that the proposal is received by the deadline.

Required Submittal: Two (2) bound copies and One (1) digital copy in PDF format of the proposal and are to be submitted for evaluation by the City in accordance with the instructions in Section D (Submittal Requirements). No faxed or electronic submittals will be accepted. Qualification requirements and fee proposals shall be sealed in separate envelopes. The qualification proposal shall be labeled on the outside "City of Ashland City Dock Repair and Engineering Services." The fee proposal shall be labeled on the outside "City Dock Repair and Engineering Services." Each envelope shall be marked on the outside with the name and address of the RFP Respondent. RFPs are to be submitted as a sealed package to:

City of Ashland
Parks and Recreation Department
400 4th Ave W
Ashland, Wisconsin 54806

Withdrawal of Proposals: Proposals may be withdrawn by written notice received at any time prior to the proposal closing date and time. Proposals may also be withdrawn in person by an officer or by a representative of the firm, provided that the representative signs a receipt for return of the proposal.

Contact Person: Sara Hudson
Director Parks and Recreation
Bretting Community Center
400 4th Ave W
Ashland, WI 54806
715.682.7059
shudson@coawi.org

Inquiries: Questions/clarifications regarding this RFP must be in writing and sent via the U.S. Mail, Fax, or e-mail to the Parks and Recreation Director up to three (3) days before the proposal is due. After this date questions involving the content or intent of the proposal will not be answered. All questions will be responded to in writing, provided to all parties requesting an RFP for which the City has contact information, and treated as an addendum to the proposal packet.

Proposer Responsibility: Interested proposers have the responsibility of understanding what is required by this solicitation. The City shall not be held responsible for any firm's lack of understanding. The City makes no representations as to the conditions of the project site and no employee or any other representative of the City of Ashland has authority to make any oral or written representations about this project.

Non-Discrimination Statement: The City of Ashland does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

Right to Reject Proposals and Negotiate Contract Terms: The contract may be awarded to the most responsible firm whose proposal will be, on an overall basis, the most advantageous to the City of Ashland. Qualifications, experience, performance, and cost factors will be considered as elements of a responsible proposal at the sole discretion of the City of Ashland. Cost alone shall not be the determining factor. The City's decision shall be final and not subject to recourse by any firm, person, or corporation. The City of Ashland reserves the right to reject any and all proposals and/or waive non-substantive deficiencies. No contract shall be in effect until the City executes a signed contract agreement.

Lobbying: Vendors are not to contact the Ashland Fire Department, members of the Ashland Common Council, Mayor, other elected and appointed officials, the review committee, or the architect during the RFP process. **Any lobbying by vendors during the RFP process will result in disqualification from the project.**

Proposal Costs: The City shall not be liable for any costs incurred to prepare or submit a proposal for this project.

PROJECT DESCRIPTION, OVERVIEW & BACKGROUND

PROJECT DESCRIPTION: The City of Ashland (City) is requesting proposals from qualified firms who have experience in coastal and marine engineering and able to provide professional design and engineering services for the failing City Dock in Ashland, WI. The project is funded by the City of Ashland and through a grant by the Wisconsin Coastal Management Program.

OVERVIEW & PROJECT BACKGROUND: The City of Ashland wishes to improve public safety and stop degradation of the area known as City Dock, located on the western most edge of Bayview Park. The project is intended to be completed in two phases: 1) Creation of design and engineering document for repairing City Dock 2) Implementation of the project. This RFP is for only phase 1 of the project.

City Dock was the site of the Reis Coal Dock #1 and is located on the western half of Bayview Park in the City of Ashland. It was built 1886 and ran until the mid-1960's. City Dock, as it is now called, is where

coal ships would land for unloading the coal. A hoist system was on land to haul the coal from the ship to coal yard, where it would wait until railcars took the coal to the next destination.

The City took ownership of this property in the 1970's and called it City Dock. Throughout the years, small depression/"sink holes" would be found along the dock edge approximately 11' in from the lakeshore. City crew members would fill these "sink holes" with granular material making it safe for the public to continue to use. Then in 2005, with low water levels, these depressions become more prevalent and the City questioned the structural integrity of the dock. In 2006, the City contracted with JJR, LLC to perform a structural investigation of the dock (attached). JJR performed investigative digs along the surface and also sent divers into the water to explore the underwater structure of the dock. This inspection showed that the outside edge of the dock is made of pilings supporting a concrete "L" structure. Parts of the Dock have horizontal backing the hold fill in place; other areas (where the sink holes are occurring) do not have any backing. Only large armor stone sits between the fill and the lake. This inspection stated that the dock was structurally safe but more investigations would be needed to determine how the dock was built and how to fix the sink-hole problem.

This Request for Proposals is to create a design and engineering plans to fix the failing City Dock.

Per the grant agreement, this project has to be complete by June 30, 2018, with a final report by August 30, 2018.

The tentative project schedule includes:

- April 2018 Selection of Qualified Firm
- May 2018 Ice Out, Site Visits, Investigations, initial design
- June 2018 Final Design and Engineering
- July 2018 Project Close Out
- August 2018 Final Report due to Wisconsin Coastal Management

SCOPE OF PROJECT

The City of Ashland has issued this Request for Proposals to complete the following tasks.

Task #1 - Review and Assessment of the 2007 Documents:

The Selected firm will review the 2007 "City Dock Investigation" Report prepared by JJR. This document is included in the proposal. This document explains how the undermining of the dock is happening, but does not come up with a conclusion to fix the failing City Dock.

Task #2 – Development of a Design to Fix the Failing City Dock

Based on the review and assessment of documents, the selected firm will develop a conceptual plan based on existing conditions, water levels, public safety, aesthetics, usage, maintenance and operation. Items to be addressed in the design may include, but are not limited to, the following:

1. Public Education
2. Low maintenance
3. Continued usage by the Public, and
4. Design facilities compliant with Wisconsin Administrative Codes

Task #3 - Construction Documents

The Selected firm will be responsible for the following:

1. Preparation of bid and construction documents.
2. Construction budget and bid estimate.
3. Preparation of the appropriate local, state and national permits to successfully move forward and complete the project.

Final Report.

- Preparation of Final Report encompassing the information noted in Task #1.
- Presentation of a draft report in a public forum as determined by the City.
- Update draft report based on community input to create the Final Report
- Presentation of Final Report to the City Council for Approval

PROPOSAL & SELECTION PROCESS

PROPOSAL: The evaluation and selection of a qualified engineering firm and the contract will be based on the information submitted in the vendor's proposal, references, and any required oral presentations. A response may be rejected if it fails to meet each of the requirements of the RFP.

The City of Ashland is not liable for any cost incurred by the proposers in replying to this RFP or in the proposer attending an interview session.

The proposal shall be divided into separate volumes and provided in the number of copies specified in this RFP. Vendors are hereby notified that the content of electronic copies of the proposal must be identical to the hard copy proposal submitted in response to this RFP. The City of Ashland is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

SELECTION PROCESS

A. Schedule

- | | |
|------------------|--|
| • March 16, 2018 | RFP Document Made Available |
| • March 30, 2018 | Proposals Due |
| • April 4, 2018 | Initial Review of Proposals and Invitations for Interviews |
| • April 17, 2018 | Potential City Council Approval of A&E Firm |

B. Method of Selection

1. An initial screening of the proposals will be conducted to establish a short list of qualified Engineering Firms. The short list will be provided in alphabetical order without any ranking whatsoever.
2. The Selection Committee will consist of City Administration, Interim Public Works Director (or designee), and Parks and Recreation Director.

In addition to the material included in the RFP and information which may be requested by the Committee, the short-listed firms shall be prepared to discuss the following in their interview:

- The Firm's experiences in dock design and engineering;
 - The Firm's past record for disputes, claims, litigation and terminations resulting out of professional services over the last ten years; and,
 - The Firm's approach to management of the project based on its understanding of the contract.
3. The following selection criteria will be the basis for Firm selection:
 - a. Professional qualification necessary for satisfactory performance of required services;
 - b. Demonstrated expertise on recent projects of this magnitude and complexity;
 - c. Specialized experience and technical competence,
 - d. Knowledge of the general geographical area of the project;
 - e. Capacity to accomplish the work in the required time;
 - f. Past performance on contract in terms of cost control, quality of work and compliance with performance schedules; and
 - g. Fee structure/value.

DELIVERABLES.

- One (1) copies of the Final Report and one (1) PDF file of Final Report;
- Copies of all photos and videos taken in fulfillment of this RFP. *(Note: All photos and videos shall be given to the City. The City reserves the right to use these photographs and videos as required for future reference or projects).*
- Copies of Field Inspection Notes.

Proposal Requirements: Proposals that do not address the items listed in this Request for Proposals may be considered incomplete and may be deemed non-responsive by the City of Ashland at its sole discretion. It is the responsibility of the consultants submitting proposals to determine the actual efforts required to complete the project. Proposals shall include the following:

- 1) A brief description of the firm including its experience and the experience of key staff members with similar projects. Brief resumes of the project manager and key technical personnel assigned to the project. Include what portion of the project each person would be working on.

- 2) Provide a list of relevant projects undertaken, designed by or under the direction of the individual or consultant submitting the proposal. Provide the names, addresses, phone numbers of three client references.
- 3) Describe your understanding of the project, the proposed work plan and the schedule intended to be followed in order to complete all deliverables by June 30, 2018.

Fee Rate Schedule:

- 1) Provide an exact statement of the services to be provided within the fee proposal and provide a fee schedule to be used in billing for service deliverables.
- 2) Provide the total cost based on the fee schedule for the billing of services.
- 3) Provide a schedule of the hourly rate of employees working on this project and out of pocket expenses.

Evaluation and Selection Process: The City of Ashland will evaluate proposal and make a decision for award based on the following criteria:

- 1) Qualifications and Experience of the Project Manager and key technical personnel as based on the submittal proposal and knowledge of the consultant. The Project Manager is the person actually leading and coordinating the project.
- 2) Ability to Meet Design Schedule as committed to by the contractor in its response to this Request for Proposals.
- 3) Scope of Work. Evidence that the consultant expresses a clear understanding of the scope of work and that the proposal contains all information requested in the Request for Proposals.
- 4) Fee Proposal. Fee proposals will cover all services as outlined in the Request for Proposals and the submitted proposal.

Rights Reserved by the City of Ashland: This Request for Proposals does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals in anticipation of a contract.

The City of Ashland reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals without prejudice
- Issue subsequent Requests for Proposal
- Postpone opening for its own convenience
- Remedy technical errors in the Request of Proposal process
- Approve or disapprove the use of particular sub-consultants
- Negotiate with any, all, or none of the Proposers
- Solicit best and final offers from all or some of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposal
- Request clarification of the information submitted
- Request additional information

Inquiries: Questions regarding this RFP must be in writing and sent via the U.S. Mail or e-mail to Sara

Hudson (shudson@coawi.org) up to three (3) days before the proposal is due. After this date questions involving the content or intent of the proposal will not be answered. All questions will be responded to in writing, provided to all parties requesting an RFP for which the City has contact information, and treated as an addendum to the proposal packet.

Proposer Responsibility: Interested proposers have the responsibility of understanding what is required by this solicitation. The City shall not be held responsible for any firm's lack of understanding. This solicitation contains a brief description of the project site. The City makes no representations as to the conditions of the project site and no employee or any other representative of the City of Ashland has authority to make any oral or written representations as to the conditions of the project site.

Proposers are responsible to assure delivery prior to the deadline. Do not assume that a guarantee by a mailing service will ensure that the proposal is received by the deadline.

Contract. No contract shall be in effect until the City executes a signed contract agreement.

Bayview Park : City Dock

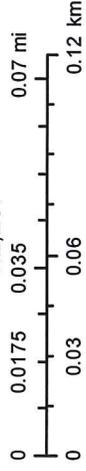


April 10, 2018

Parcel Labels

Parcel Mapping

1:2,257



City of Ashland Public Works Department, GIS Division
Copyright City of Ashland Public Works Department, GIS Division



124

AGENDA BILL

Ref: 085

COMMITTEE AGENDA:
COUNCIL AGENDA: 8K (04-17-2018)

SUBJECT: Approve the Purchase of a 2019 Western Star Single Axle Chassis from Boyer Trucks, and a Salter/Sander Box with Attachments from Monroe Truck Equipment

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works Department

DATE SUBMITTED: April 10, 2018

CLEARANCES: Interim Public Works Director
Fleet Maintenance Foreman
Street Foreman

EXHIBITS: A-Single Axle Chassis Bid Tab
B-Salter/Sander Bid Tab
C-Treasurer's Certificate

EXPENDITURES REQUIRED:	\$ 88,698.00	Chassis-Boyer Trucks
	(35,000.00)	Trade-In
	2,590.00	Chassis- 5-year Warranty
	<u>85,561.00</u>	Salter/Sander Body- Monroe Truck
	<u>\$141,849.00</u>	TOTAL

AMOUNT BUDGETED: \$220,000.00 Applying 2017B GO Notes (Fund 460)

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approval to purchase from Boyer Trucks a 2019 single axle chassis and a salter/sander box and attachments from Monroe Truck.

SUMMARY STATEMENT:

The purchase of the single axle chassis and salter/sander box will allow for the replacement of a 2009 salter/sander truck. The salter/sander truck is used in the winter for snowplowing, primarily on the

highway and emergency routes. The deteriorating condition and expected increase in maintenance costs for the existing truck warrant replacement of this unit. The truck will be traded in with the purchase of the new truck.

The Public Works Department advertised/solicited bids. Six sealed bids were received for the single axle chassis. Staff reviewed the bids and three bids met and/or exceeded the specifications. These three bids were from UP Truck Center, V&H and Boyer Trucks. Bids were also received from All-State PeterBilt, River States, and Mid State.

Both the Fleet Foreman and Street Foreman met with both Ashland and Bayfield County Highway Departments regarding their snow removal fleet. Both Highway Departments have had Western Star Chassis as a part of the fleet for a number of years. They have had limited repairs to these trucks and have been diagnosed and repaired in-house. The anticipated new truck is expected to be in the fleet for 15-plus years, and it is believed with a Western Star chassis and a stainless steel box, this expectation will be met.

Universal Truck Equipment and Monroe Truck submitted bids for the stainless steel box, 10 ft. sander/dump body, 9 ft. heavy duty patrol wing, 12 ft. reversible head plow, 12 ft. fixed angle underbody scraper, liquid dispenser pre-wet system and the hydraulics. Staff reviewed the specifications and are recommending that the dump box and attachments from Monroe Truck are purchased.

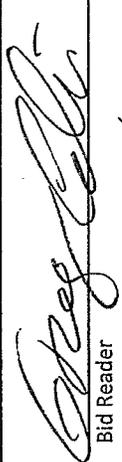
Staff is recommending that the chassis is purchased from Boyer Trucks and the box and attachments are purchased from Monroe Truck.



Western Star Chassis set up for plowing.

CITY OF ASHLAND
2018 SALTER TRUCK WITH ATTACHMENTS
BID OPENING: TUESDAY, March 27, 2018 at 2:30 p.m.

Bid #	Vendor	Make	Option 2 total price with no trade-in	Option 1 total price with trade-in	No Trade-In VS Trade-In Difference
1	Boyer Truck	Western Star 4700SF	\$88,698.00	\$53,698.00	\$35,000.00
2	UP Truck Center	Western Star 4700SF	\$87,995.00	\$62,995.00	\$25,000.00
3	V&H	Western Star 4700SF	\$90,867.00	\$66,367.00	\$24,500.00
4	All-State Peterbilt	Peterbilt	\$97,500.00	\$82,500.00	\$15,000.00
5	River States	Freightliner 108SD	\$86,811.00	\$45,811.00	\$41,000.00
6	Mid State	International HV 507	\$90,000.00	\$37,500.00	\$52,000.00


 Bid Reader


 Bid Witness

CITY OF ASHLAND
2018 SALTER TRUCK WITH ATTACHMENTS
BID OPENING: Friday, April 6, 2018 11:00AM

SALTER/SANDER BOX WITH ATTACHMENTS

Bid #	Contractor	Box and Attachements
1	Universal Truck Equipment	\$87,913.00
2	Monroe Truck	\$85,651.00
3		
4		
5		
6		
7		
8		
9		
10		



Bid Reader



Bid Witness

Denise Oliphant

From: Barbara Clement
Sent: Tuesday, April 10, 2018 1:56 PM
To: Sharon Campbell
Cc: Denise Oliphant
Subject: RE: Treasurers Certificate

Sharon,

Boyer Trucks of Superior and Monroe Truck Equipment of Marshfield are in compliance with City Ordinances Chapter 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056

From: Sharon Campbell
Sent: Tuesday, April 10, 2018 1:54 PM
To: Barbara Clement
Cc: Denise Oliphant
Subject: Treasurers Certificate

Barb-
Can you please confirm that Boyer Trucks 1202 Susquehanna Ave, Superior and Monroe Truck Equipment of 16014 E. 29th Street is in compliance with Chapter 923.

Thank you-

Sharon Campbell
Public Works Administrative Manager

City of Ashland Public Works Department
2020 6th Street East
Ashland, WI 54806
Phone: 715.685.1646
FAX: 715.682.7907
Email: scampbell@coawi.org



AGENDA BILL

Ref: 086

COMMITTEE AGENDA:
COUNCIL AGENDA: 8L (04-17-2018)

SUBJECT: Approve the Sale of City-wide Surplus Equipment

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works Department

DATE SUBMITTED: April 10, 2018

CLEARANCES: Interim Public Works Director

EXHIBITS: 2018 Surplus List

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approve the sale of City wide surplus equipment.

SUMMARY STATEMENT:

The Public Works Department along with the Water and Waste Water Utilities, and Police Department are requesting authorization to sell surplus equipment that is no longer in use. The intent is to sell the items on the list through the Wisconsin Surplus Auction (WSA) website. The items listed on WSA are listed with an option for the City not to accept any offers. The highest offer established during the auction will be the selling price.

The proceeds from the sale will be used to offset future capital equipment expenditures.

2018 Surplus List

130

Date	Department	Item description	No. of units	Purchase \$	Est. Value
04/09/18	Utility	2002 GMC Truck # 4	1		
04/09/18	PD	2009 Ford Crown Victoria # 320	1		
04/09/19	Animal/PD	2004 Ford Explorer PD #307	1		
04/09/18	PW	2002 Chevy Astro Van # 1800	1		
04/09/19	PW	2003 Target 20 Inch Concrete Saw	1		
04/09/18	Utility	175Watt Metal Halide Light	7		
04/09/18	Utility	Street Fold out Sign	4		
04/09/18	Utility	Fire Hydrant	7		
04/09/18	Utility	Allen-Bradley Adjustable Frequency Control	5		
04/09/18	PW	Misc. Vehicle Manuals			
04/09/18	PW	Misc. Bolts, Lenses, Ignition Parts and Misc. seals			
04/09/18	PW	GE Window Air Conditioner unit	1		
04/09/18	PW	Park Trailer	1		
04/09/18	PW	Filters 20x25x4 new	12		
04/09/18	PW	Filters 16x25x4 New	6		
04/09/18	PW	Wood Trailer Wheels with Axel	1		
04/09/18	PW	Stone Wheel For Sharpening	1		



AGENDA BILL

Ref: 087

COMMITTEE AGENDA:
COUNCIL AGENDA: 8M (04-17-2018)

SUBJECT: Approval to Enter into a Three Year Agreement with Cedar Corporation for Engineering Services for the Public Works Department

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works Department

DATE SUBMITTED: April 6, 2018

CLEARANCES: Public Works Department

EXHIBITS: A-Statement of Qualifications to Offer Professional Services
B-Treasurer's Certificate

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approve entering into a three year agreement with Cedar Corporation for engineering, architectural, surveying and planning services, and to serve as a resource and liaison, pursuant to task orders.

SUMMARY STATEMENT:

The Public Works Department has several projects coming up that require some level of engineering services. It is not unusual for a municipality to have an engineering firm available to provide services for City staff.

The agreement itself will not cause the City to incur expenses for engineering services. Engineering expenses will originate with the individual task orders that will be based upon the project. Task orders will contain the specifics on the service that will be provided and the estimated cost of the service.

The City advertised and received five proposals for consulting engineer services from Cooper Engineering, C&S Design & Engineering, Strand Associates, MSA Professional Services, and Cedar Corporation.

Cedar Corporation has been in business since 1975 and has four office locations. They are a full-service engineering company and have a presence in the area at the Superfund Site. Cedar Corporation will work along with the Civil Technician on projects and will attend City Council meetings. Cedar Corporation has experience with Water and Waste Water Utility improvements, and civil/municipal experience.

Staff recommends entering into a three year agreement with Cedar Corporation.

Find yourself next to the water.



**Statement of Qualifications
to offer Professional Services for
City of Ashland, Wisconsin**



Table of Contents

<u>SECTION</u>	<u>PAGE</u>
Letter of Interest	3
Company Overview	4
Fee Schedule	9
Dedicated Team	11
Services	26
Local Project Experiences	50
References	59

135



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

604 Wilson Avenue
Menomonie, WI 54751
715-235-9081
800-472-7372
FAX 715-235-2727
www.cedarcorp.com

March 16, 2018

Dan Maderich
City Engineering Department
City of Ashland
2020 6th Street East
Ashland, WI 54806

Dear Mr. Maderich:

Cedar Corporation is pleased to be considered by the city of Ashland in support of your professional services needs for various municipal projects. Cedar Corporation has over 40 years of experience providing integrated services to our clients throughout the State of Wisconsin and the Midwest Region. Our firm has worked with various municipal, county, state, federal, and private sector developers and contractors on projects of all sizes.

Successful municipal projects take an experienced team and Cedar Corporation can offer the services needed. You will see by the attached selected services that we have experience in coordinating and assisting both small and large projects from conception through the planning, design, and development process to completion.

It was a pleasure to meet with you and Sharon Campbell to learn more about the City of Ashland's various needs and upcoming list of public works projects. We left this meeting with a comfort level and enthusiasm that the Cedar Corporation team can work well together with your team. As mentioned at our meeting, Cedar Corporation has 5-6 full-time staff working during the entire construction season on the Xcel Energy Ashland Superfund Lake Front Project Environmental Services. Cedar Corporation team has been involved with this large project construction for several years and we have several years involvement until all work is completed. We have a team in Ashland readily available to assist the City and our municipal engineering team with your project needs.

We look forward the opportunity of sitting down with your team and determining how Cedar Corporation can support your projects. We can be reached at 800-472-7372.

Sincerely,

CEDAR CORPORATION

Russ Kiviniemi, PE
Principal
russ.kiviniemi@cedarcorp.com

Brian Chapman
Senior Technician/Project Manager
brian.chapman@cedarcorp.com

Company Overview



PROFESSIONAL SERVICES

Since 1975
85 Employees
4 Office Locations
Full-Service Design Firm

- CIVIL/MUNICIPAL ENGINEERING
- SURVEYING/GPS/GIS
- ARCHITECTURE
- WASTEWATER SERVICES
- TRANSPORTATION
- STRUCTURAL ENGINEERING
- WATER RESOURCE SERVICES
- ENVIRONMENTAL SERVICES
- LANDSCAPE ARCHITECTURE
- GRANTS/FUNDING ASSISTANCE
- PLANNING/ECONOMIC DEVELOPMENT



Corporate Profile

OVERVIEW

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

SERVICES

Cedar Corporation is a professional service firm with disciplines in engineering, architecture, environmental repair, planning, landscape architecture, and land surveying. Founded in 1975, the company has grown in size and stature to its present staff of 85. Our staff is dedicated to the principles on which the firm was developed: professionalism, state-of-the-art technology, and exemplary service to clients. We have continued to grow because of our commitment to comprehensive service and good communication with our clients.

STAFF RESOURCES

Our staff resources include 18 Professional Engineers, 3 Licensed Wastewater Treatment Facility Operators, 2 Licensed Water System Operators, 3 Professional Land Surveyors, 6 Planners, 1 Economic Development Specialist, 2 Registered Architects, 1 Interior Designer, 1 Registered Landscape Architect, 3 Professional Geologists, 4 Environmental Specialists, 1 Hazardous Materials Manager, and a strong support staff of technicians and administrative personnel. All of these individuals take pride in continuing education course work to stay abreast of current developments within their professions. To provide a work setting that meets the challenges of the industry, as well as the skill levels of the employees, the company maintains a state-of-the-art computer network and related technology.

LOCATION

Cedar Corporation's corporate headquarters is located in Menomonie, Wisconsin. To better serve our clients, we have additional offices located in Madison, Green Bay, and Cedarburg, Wisconsin.

PHILOSOPHY

Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects. We recognize that our clients are most concerned with three major issues as they engage the services of consultants – quality, timeliness, cost.

Quality

Cedar Corporation is committed to providing our clients with the best solutions, satisfying the programmatic parameters. We strive to provide the best service to our clients by promoting excellence within our own firm.

Timeliness

Equal in importance to quality is timeliness. This is critical for the client in making swift and accurate decisions regarding project development. The success or demise of a project is tied directly to the timing of the documents necessary for funding, municipal approvals, and construction. As important as any design issue is scheduling; we have the flexibility to mobilize our resources according to the demands of the project and maintain continuity of its development.

Cost

The project budget is based on the scope of services provided. Cost estimating will verify compliance with the established budgets or, in some cases, point out programmatic or design deficiencies. Through our experience and industry aids, we have an exemplary record of predicting costs of our services and of construction costs—well within industry standards.

The issues of timeliness and cost are interlocked with each one influencing the project as a whole, as well as each other. We recognize this relationship and consider each to be critical to the success of the project while also being the judge of our performance. It is this attention to our clients' concerns that sets Cedar Corporation apart from our peers—we pledge to you our commitment to excellent service.



Professional Services

CIVIL/MUNICIPAL ENGINEERING

- Streets, Roads, and Highways
- Water Supply, Storage, Distribution
- Municipal Engineering
- Site Selection Studies
- Traffic Studies
- Storm Water Management
- Industrial Park Layout
- Flood Control Analysis
- Solid Waste
- Cost Estimating

STRUCTURAL ENGINEERING

- Bridge Design
- Bridge Inspections
- Construction Inspection
- Dam Design and Analysis
- Building Design and Analysis
- Structural Assessments
- Foundation Design and Analysis

WASTEWATER SERVICES

- Facility Planning
- Wastewater Treatment Facility Design
- Construction Services

PLANNING / ECONOMIC DEVELOPMENT

- Municipal Comprehensive Plans
- Block Grants
- Public Facility Grants
- Feasibility Studies
- Relocation Plans
- Redevelopment Planning
- Economic Development Strategies
- Identification of Project Funding
- Public Information Surveys
- Mapping/GIS
- Funding Assistance/Project Proformas
- Impact Fees
- Tax Incremental Finance Districts

SURVEYING

- Plats and Subdivisions
- Property Surveys
- GPS Surveys
- Topographic and Site Surveys
- Aerial Control Surveys
- Re-Monumentation Surveys
- Right-of-Way Plats
- County and Transportation Project Plats (TPP)

ARCHITECTURE

- Industrial, Commercial, Retail Design
- Municipal Buildings
- Libraries
- Educational
- Religious
- Recreation
- Multi-family Residential
- Nursing Homes and Congregate Care
- EMS and Fire Stations
- Fire Protection Systems
- Fire Alarm Design
- Building Envelope/Energy Retrofit
- Heat Recovery Systems
- Energy Management Studies
- Plumbing and HVAC Design
- Adaptive Re-use
- Retrofit Design

ENVIRONMENTAL SERVICES

- Phase I and Phase II Site Assessments
- Environmental Investigations
- Asbestos and Lead Assessment and Monitoring
- Soil and Groundwater Remediation Design
- Monitoring - Air, Water, Noise, Particulate
- Hazardous Building Materials Assessments and Abatement Oversight
- Building Deconstruction Planning and Oversight
- Spill Prevention Control and Countermeasure Planning

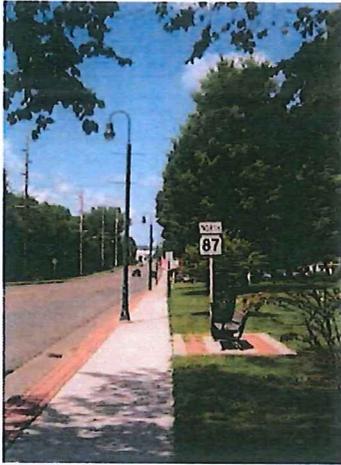
LANDSCAPE ARCHITECTURE

- Site Design
- Park/Recreation Planning and Design
- Urban Streetscapes
- Planting Design
- Hydraulic Analysis
- Erosion Control Design

WATER RESOURCE SERVICES

- Analytical Modeling
- Water Quantity, Quality
- Wetland Delineation, Mitigation and Monitoring
- Storm Water Erosion Control
- Shoreline Restoration
- Storm Water: Best Management Practices
- Storm Water Pollution Prevention Planning

Municipal Services



SERVICES

- Feasibility Studies/Reports
- Bridge and Road Design
- Traffic Studies
- Industrial/Business Parks
- Downtown Redevelopment
- Capital Improvement Plans
- Special Assessments
- Mapping Services – GIS/GPS
- Sewer Infiltration/Inflow Studies
- Sanitary Sewer District Studies
- Storm Water Management/Lake Management/Drainage
- Brownfields/Environmental Services
- Parks/Trails
- Municipal Buildings
- Water and Sewer System Studies
- Wastewater Treatment Systems
- Comprehensive Planning
- Land Use Planning
- Annexations/Rezoning
- Creative Project Funding Strategies
- Grant Applications and Administration
 - CDBG Grants: over \$80 million obtained for 50+ communities over the past 40 years
 - Rural Development Grants
 - County LRIP Grants
 - TEA Grants
 - WIDOT STP Grants
 - WIDOT Enhancement Grants
 - Lake Planning/Protection Grants
 - Non-Point Source Storm Water Grants/TRM Grants
 - Wetland Reserve Grants
 - River Grants
 - Park Grants
 - FEMA Fire Protection Grants
- Tax Incremental Financing
 - Assisted in the formation/revision of more than 50 TIF Districts
- Ordinances
- Housing

Fee Schedule

2018 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$170.00
Director	\$163.00
Senior Project Manager	\$150.00
Lead Project Manager / Lead Senior Planner	\$140.00
Lead Engineer / Project Manager III / Senior Architect	\$125.00
Senior Construction Manager	\$125.00
Project Manager II	\$115.00
Landscape Architect / Technician V	\$106.00
Project Engineer III / Project Manager I	\$105.00
Architect / Senior Planner	\$102.00
Project Engineer II	\$100.00
Environmental Specialist III	\$ 98.00
Technician IV	\$ 94.00
Professional Land Surveyor II	\$ 93.00
Project Engineer I	\$ 91.00
Professional Land Surveyor I / Technical Specialist	\$ 90.00
Construction Manager	\$ 90.00
Environmental Specialist II	\$ 88.00
Staff Engineer II	\$ 87.00
Technician III	\$ 82.00
Environmental Specialist I	\$ 78.00
Staff Engineer I	\$ 77.00
Planner II	\$ 70.00
Administrative Assistant II / Technician II	\$ 68.00
Planner I	\$ 67.00
Administrative Assistant I / Technician I	\$ 65.00
Intern-Coop	\$ 60.00

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

Photocopying (24" x 36")	\$7.00/sheet
Photocopying (11" x 17")	\$2.00/sheet
Photocopying (8½" x 11")	\$0.50/sheet
Vehicle Mileage	\$0.54/mile ¹
GPS/Robotic Survey Equipment	\$30/hour

¹ Mileage reimbursement is subject to adjustment during the calendar year based on 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 BEGINNING WITH THE MARCH BILLING OF EACH YEAR.



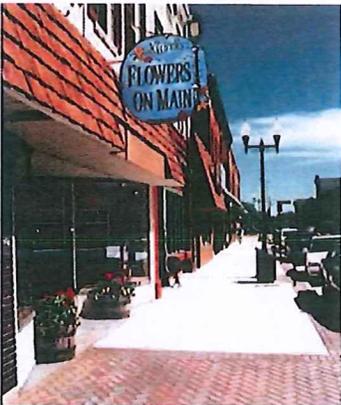
Dedicated Team

What Sets Us Apart



Our goal is to become "like staff." We are available to answer questions and provide information. Just call. We don't charge extra for this service.

We attend council/board/committee meetings at no cost. We provide answers about on-going projects, input on potential projects, assistance with project funding issues, and insight into what other area communities have done regarding certain issues.



We prepare ballpark cost estimates and preliminary layouts at no charge. Communities have numerous needs, but few dollars. Potential projects need to be analyzed for feasibility and cost-effectiveness.

We provide funding assistance at an extremely reduced fee. We let you know if a funding program fits your community. We will analyze at no cost and, if you decide to proceed, we will write-down the cost of preparing the application.



We take care of all the details during a project at no extra cost. We prepare (and submit to the newspaper if required for publication) bid ads, special assessment reports, easements, resolutions, and hearing notices.

We are a full service firm. We provide municipal engineering, planning and economic development, structural engineering, environmental, landscape architecture, land surveying, and architecture services.





Russell P Kiviniemi, P.E.
Principal

Education

BS in Civil Engineering: Michigan Technological University (1984)

Professional Registrations

Professional Engineer WI, IL, IA, MO, MI

Professional Affiliations

Wisconsin & National Society of Professional Engineers
American Society of Civil Engineers
American Water Works Association
Wisconsin Rural Water Association
Wisconsin Wastewater Operators Association
Wisconsin County Association

Total Experience

Since 1984

Russ Kiviniemi is a Principal at Cedar Corporation's Menomonie office. Russ assists with all work done through the Municipal, Water Resources, Transportation and Survey Departments. This includes design and construction of all civil engineering projects. His experiences include municipal, county, state, federal, private site and land development client projects.

Areas of Expertise Include:

- Municipal stormwater utility creation assistance
- Design of state, county, city, and town transportation systems, water supply systems; wastewater collection and conveyance systems; wastewater pump stations; wastewater treatment facilities; storm sewer and drainage facilities; storm water management and flood control systems; and storm water pretreatment systems
- Industrial/business park and railroad design experience
- Preparation of assessment reports, capital improvement plans, feasibility studies, and cost-benefit analyses
- NPDES storm water permitting experience, including coordination, preparation, and submittal of USEPA-mandated permit regulations for industry and municipalities
- Site development and land development experience including governmental agency permitting, project management, design, engineering and construction observation
- On-site construction observation, coordination, and project management
- Attendance at village board, city council, town board, and various committee meetings
- Review of new development site plans, improvement plans, and engineering design for municipal code compliance
- Site design and engineering for parks, trails, waterfront and municipal facilities
- Water resources and storm water management analysis, improvements, design and permits
- Preparation of storm water management/master plans and lake management plans
- Storm water runoff and lake water quantity and quality analysis and modeling, including water quality field testing and evaluations

Municipal Clients Include:

- City of Black River Falls
- City of Durand
- City of Prescott
- City of Menomonie
- City of Stanley
- Village of Lake Hallie
- Village of Ellsworth
- Town of Campbell, La Crosse County
- City of Cumberland



Dedication, Quality, Success



Wendy Sander, AICP
Director of Municipal Services

Education

BS in Geography; University of Wisconsin-River Falls (1988)

Professional Affiliations

American Institute of Certified Planners (AICP); American Planning Association; Wisconsin Economic Development Association

Certifications

Certified Planner

Total Experience

Since 1983

Wendy Sander has over 30 years of experience in Planning and Economic Development. As the Director of Cedar Corporation's Planning Team, Wendy oversees professional planners and technical staff engaged in community development projects, tax increment creation, economic development, and the preparation and administration of state and federal grants.

Wendy specializes in creative funding techniques for community development and economic development projects. In addition, she regularly assists with zoning ordinance creation, interpretation and enforcement.

Areas of Expertise Include:

- TIF District creation including project plan preparation and financial review
- Creative funding and financing expert and project planning
- Preparation of a wide range of loan and grant applications and coordination/administration of funding programs through WDNR Clean Water Fund, WDNR Safe Drinking Water, Rural Development, and Community Development Block Grant
- Zoning ordinance creation, review, and enforcement
- Downtown and waterfront re-development
- Comprehensive community development and growth management planning
- Park planning projects and grant funding assistance
- Business and economic development assistance
- Industrial/business park planning
- Market analysis and community development surveys
- Feasibility studies for development projects
- Relocation plan development and acquisition assistance
- Master planning and site analysis
- Attendance at Village Board, City Council, Town Board, Plan Commission and various committee meetings



Dedication, Quality, Success



Dean Zanon, P.E.
Director of Wastewater Services

Education

BS in Environmental Engineering:
Michigan Technological University
(1991)

Professional Registration

Professional Engineer - WI

Professional Affiliations

Wisconsin Water Assn. (WWA)
Water Environment Federation
(WEF)
Wisconsin Wastewater Operators
Assn. (WWOA)
Wisconsin Rural Water Assn.
(WRWA)
American Water Works Assn.
(AWWA)
American Society of Civil Engineers
(ASCE)

Training

- PSMJ – Advanced Project Management Certification
- Dale Carnegie – Developing Client Relations Course
- Client First Business Development Course
- University of Wisconsin, Madison – Design of Corrective Action Systems
- University of Wisconsin, CHMM Training
- Certified Modeler – Haestad Water Distribution System
- Confined Space Entry 8-Hour 29CFR 1910.146
- Lead Training Construction Site OSHA 29CFR 1926.62

Dean Zanon is an environmental engineer with more than 27 years of municipal and water/wastewater planning, design, construction, and operation experience. Wastewater Projects include facility planning, wastewater treatment facility design, construction management services, inflow and infiltration studies, rate studies, monitoring plans and facility contract operations. Mr. Zanon has a working knowledge of project permitting, state standards, and various municipal standards. Along with design, Mr. Zanon is well versed in the preparation of contract documents, specifications and contract administration.

Areas of Expertise Include:

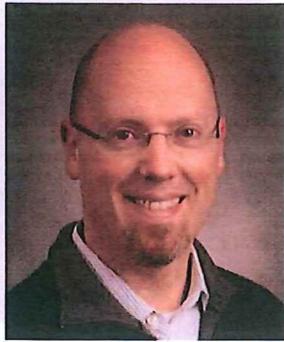
- WWTF Facility Planning for many communities throughout Wisconsin
- WWTF Design and Construction Services
- Wastewater and Water User Rate Studies
- Phosphorus Compliance Strategies
- Sanitary Sewer Inflow and Infiltration Studies
- Asset Management and Capital Improvement Plans
- Sanitary Sewer Collection System Design
- Water Distribution - Hydraulic Modeling for many communities
- Water Supply and Distribution Studies for many communities
- Wellhead Protection Planning for many communities
- Water Supply – Well Siting, Design, and Construction of municipal supply well stations
- Water Storage Facilities – Environmental Site Investigations, Remedial Action Plans, and Remedial Designs – Project Manager and Engineer for numerous site investigations and remedial activities throughout Wisconsin
- Permitting and agency coordination
- Funding Assistance through WDNR's Clean Water Funding Program and Safe Drinking Water Loan Program:
 - Wis. DNR – Clean Water Fund Program & Safe Drinking Water Loan Program
 - USDA – Rural Development
 - Wis. Dept. of Commerce – Community Development Block Grant (CDBG)
 - Tax Incremental Finance Districts (TID)

Representative Project Experience Includes:

- *City of Weyauwega – WWTP Modifications, City of Weyauwega, Wisconsin:* Project Manager for the Design and Construction Services associated with significant upgrades made at the WWTF. Upgrades consisted of influent screening, influent pumps, Biological Phosphorus Treatment, final clarification, RAS & WAS pumps, blowers, solids handling, UV disinfection and SCADA control system. Cost of the project was \$5.1M. Clean Water Funds were used to finance the project.
- *Advanced Facility Planning, Design and Construction, for Green Bay Metropolitan Sewage District in DePere Facility, DePere, Wisconsin:* Project Engineer for improvements made at the DePere Wastewater Treatment Facility (Avg. Day = 14.2 MGD) involving the merger of Green Bay Metropolitan Sewerage District (GBMSD) and the City of DePere, Wastewater Treatment Facility (WWTF). The \$15M of improvements included septage receiving, headwork modifications, pumping modifications, electrical upgrades, security, control strategies and the elimination of solids processing. All process modifications were made with the intention of operating the WWTF from a remote location.
- *Aeration System Evaluation, Design and Construction Services, City of DePere, Wisconsin:* Project Manager for the evaluation, design and direct procurement of the aeration system upgrades at the WWTF. The project included the selection of an energy efficient turbo compressor was the first installation the United States and recognized by the EPA. The project consisted of alternate blower control strategies along with updating the existing controls.
- *Solids Handling System Evaluation, Design, and Construction, City of DePere, Wisconsin:* Project Manager for the evaluation and design of the solids handling system improvements for the City of DePere. The revised solids handling system includes a new WAS pumping system, two gravity belt thickeners, two belt presses, sludge conveyors and sludge loading station capable of processing over 50,000 lbs per day of sludge. Class A Exceptional Quality Sludge alternatives were pilot tested and evaluated.



Dedication, Quality, Success



Seth Hudson, EDFP
Senior Manager of Economic and Community Development Services

Education

BA in Economics and Political Science: University of Southern Maine (1996)

Professional Certifications

Certified Economic Development Finance Professional (EDFP), National Development Council, 2003, Graduate of Economic Development Institute (EDI), Certified Economic Developer Program, 2001

Professional Affiliations

International Economic Development Council (IEDC)
International Council of Shopping Centers (ICSC)
Wisconsin Economic Development Association (WEDA)
Momentum West
New North
Ignite Wisconsin

Total Experience

Since 1997

Seth Hudson has worked in the field of economic development, redevelopment and real estate development for many years. He has facilitated the expansion, and attraction of hundreds of firms through the site identification, entitlement, and incentive processes. This work has occurred in both rural and urban settings. Seth has also worked on numerous economic development strategies at the city and regional levels.

Most recently, he worked for the Wisconsin Economic Development Corporation covering 17 counties out of Eau Claire. In this position, he worked in coordination with the region's economic development organizations to facilitate the expansion, retention and relocation of business throughout Northwest Wisconsin. He also worked to strengthen the region's economic development organizations value propositions. Prior to moving to Wisconsin, Seth worked as the Pacific Division Development Manager for Western Solutions, where he bought and redeveloped contaminated sites along the west coast out of Portland, Oregon. His prior experience includes; Sr. Economic Development Manager for the Portland (OR) Development Commission, Executive Director of the Napa Valley Economic Development Commission, Senior Development Specialist for the City of San Leandro CA, and Environmental Business Development Manager at the Arizona Department of Commerce.

Areas of Expertise Include:

- Real Estate Development
- Economic Development Strategic Planning
- Tax Increment Financing
- Business Retention and Expansion Program Development
- Site Feasibility Studies
- Real Estate Transactional Pro forma Development
- Property Negotiations and Deal Structuring
- Incentive Identification and Financial Packaging
- Public/Private Partnerships
- Development Agreement Negotiations
- Brownfield Redevelopment
- Administrative Land Use Review/Approval
- Project Management
- Consensus Building
- Grant Writing & Administration
- Stakeholder Community Relations

Committees:

- Board member and past chair of Momentum West, The West Central Regional Economic Development Corporation
- Board member of Wisconsin Economic Development Association
- Board Chair of Ignite Wisconsin, State Wide 501(c)6 Economic Development Organization

Recent Project Experiences Include:

- Imark Molding Expansion, Woodville WI
- UNFI Attraction Project, Prescott WI
- Downtown Hotel CDI Grant, Menomonie WI
- Diversified Manufacturing Corporation, Prescott WI
- Bayfield County Business Park Development plan, Bayfield WI
- Pierce County EDC Economic Development Strategy, Pierce County WI
- Community Visioning/Facilitation, Clayton WI
- Washburn Housing Development Strategy, Washburn WI
- Hayseed Exchange CDI Grant, Hilbert WI



Dedication, Quality, Success



Brian D. Chapman
Senior Technician/Project Manager

Education

Associate in Civil Structural
Technology: Chippewa Valley
Technical College [1985]

Continuing Education

Improving Construction Inspection
Skills - University of Wisconsin
Madison

Certifications

Highway Technician-PCCTEC-1
Highway Technician-NUCDENSITY-1
Highway Technician-Transportation
Materials Sampling (TMS)
WisDOT Project Materials Coordinator
MSHA Miner Safety

Total Experience

Since 1985

Brian Chapman joined Cedar Corporation in February 2018 as a Senior Technician/Project Manager. He brings over 32 years of civil engineering design and construction knowledge with him. Brian's experience includes survey, design, drafting and construction services of annual street and utility projects for numerous municipalities. Recently, Brian has worked on the design and construction for aviation projects.

Areas of Expertise Include:

MUNICIPAL ENGINEERING

- Water, wastewater, and storm water system improvements
- Residential and commercial developments
- Site and parking lot design
- Municipal construction services

TRANSPORTATION ENGINEERING

- Rural highway design
- Urban street design
- Trail design
- Transportation construction services

AVIATION ENGINEERING

- Runways, taxiways, ramps and land-side improvements
- Aviation construction services

SURVEYING

- Total station / GPS
- Topographic surveys
- Construction staking

Municipal Representative Project Experience Includes:

(experience completed while at previous firm)

- City of Ashland - 11th Street Reconstruction, Sanitary Sewer Interceptor and Water Main Separation, Booster Pumping Station, Main Lift Station, Water Tower
- Village of Cameron - 2018 Main Street Reconstruction
- Village of Baldwin - Main Street Revitalization, CTH J Sanitary Sewer, Industrial Park Expansion
- City of Cumberland - Grove Street Watermain Reconstruction, Sorenson Street Construction, Composite Water Tower
- City of Mondovi - Hieke Subdivision, Industrial Park Expansion, several annual street projects
- Village of Lake Hallie - 40th Avenue Reconstruction, 118th Street Reconstruction, several water main projects
- City of Black River Falls - Rye Bluff Subdivision, several annual street projects.
- City of Abbotsford - Ozone Water Treatment Facility, several annual street projects
- City of Colby - Spence Street Reconstruction
- City of Colfax - Park Drive Extension
- City of Osseo - 11th Street Reconstruction, 7th Street Reconstruction
- Village of Roberts - Division Street Reconstruction
- Village of Hammond - Davis Street Reconstruction
- Village of Alma Center - Municipal Parking Lot, Buckley Street Reconstruction
- Red Cliff Reservation - Bradum Road Development



Dedication, Quality, Success



Cory A. Scheidler, AIA, RID
Director of Architecture

Education

Associate Degree in Civil
Engineering Technology: Mid-State
Technical College (2001)

Professional Registrations

Wisconsin Registered Architect
#10782
Wisconsin Certified Commercial
Building Inspector #992581
Wisconsin Registered Interior
Designer #623

Professional Affiliations

American Institutes of Architects
Civil Engineering /
Structural Technician
Advisory Committee
Chippewa Valley Technical
College
NCARB IDP

Total Experience

Since 2000

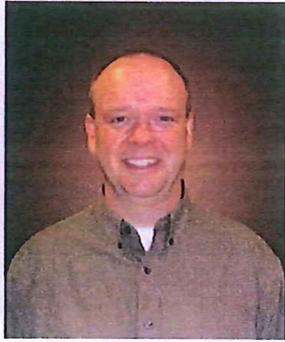
Cory Scheidler is the Director of Architectural Services and Building Design for Cedar Corporation and provides supervision of Professional architects, engineers and technical staff in the design and construction of architectural and structural projects. With extensive experience in Government Facility & Commercial Development planning and design, Cory provides leadership of governmental and commercial development projects for a wide range of clients. Cory is actively involved in the American Institute of Architects as a local chapter treasurer and actively participates in his community. Cory's personal involvement, genuine concern and attention to detail in the development of projects is recognized by our clients.

Areas of Expertise Include:

- Supervision of design and preparation of plans for new structures and alteration of existing buildings for municipal, institutional, commercial, and industrial projects, both traditional bid and design/build approaches
- Preparation of facility, space needs, and site analysis studies for municipal buildings
- Code review, schematic design and design development
- Project cost estimating, project scheduling
- Coordination with design disciplines
- Construction contract preparation and contract administration
- Client contact throughout project feasibility, design, bidding and contract administration
- Specialization in project delivery, working directly with Developers, Contractors, Owners and alternative



Dedication, Quality, Success



Troy Peterson, P.E.
Senior Engineer

Education

BS in Civil Engineering: University of Minnesota (1990)

Professional Registrations

Professional Engineer - WI, MN, IA, ND, SD

Professional Certifications

Completed the National Highway Institute In-service Bridge Inspection Training Qualified as Bridge Inspection Program Manager and Team Leader (5/03/04)
PCI Level II Quality Control
ACI/MNDOT Concrete Field Technician I
WisDOT Nuclear Density Technician I

Total Experience

Since 1990

Troy Peterson has 27 years experience as a Professional Engineer specializing in structural design of Governmental Facilities and Commercial Facilities. These projects have included single and multi-story wood, steel, concrete and masonry design. Projects vary from Public Works, Fire Station, Municipal buildings and retail buildings. In addition, he has extensive experience in designing wastewater structures and has designed over 100 State, County and Township bridge replacement and rehabilitation structures. Troy also provides structural inspection services to both public and private clients.

Areas of Expertise Include:

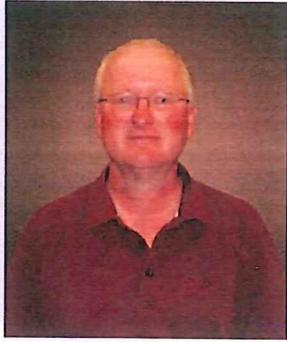
- Design of single- and multi-story building structures, including timber, steel, reinforced concrete, prestressed concrete, and composite design
- Design Engineer for municipal well house, water treatment, waste water treatment plant, and lift station structures
- Design Engineer for commercial development projects including manufacturing, retail and restaurant facilities
- Structural Inspection of residential, commercial, industrial, municipal, educational, and religious buildings
- Commercial Building Inspection
- Design of single- and multi-span concrete and timber slab structures, prestressed I-girder, steel deck girder, and concrete box structures, multiple structure rehabilitations including deck and rail replacement and steel beam strengthening and bridge re-rating
- Load rating of timber, concrete and steel single and multi-span structures including truss structures
- Inspection of approximately 700 bridge structures (in accordance with 23 CFR Part 650)
- Investigation of dams for security against under seepage and overturning, and design of waterway gate systems including Tainter gates, roller gates, stop logs, and hoist systems for transporting stop logs
- Design of spread and pile supported foundations, retaining walls, and tie-back anchor retaining systems

Representative Project Experience Includes:

- Weyauwega Municipal Building/Community Center, Weyauwega, WI
- Ellsworth Fire Department, Ellsworth, WI
- Municipal Building, Osseo, WI
- Public Library, Village of Marathon City, WI
- EMS Facility, New Richmond, WI
- Fire Department, Osseo, WI
- Fire Station addition, Spring Valley, WI
- Fire and EMS Facility, Black River Falls, WI
- Fire Department and EMS Design, Ellsworth, WI
- Municipal Building, Fire and Police Departments, Lake Hallie, WI
- Municipal Building, Fire, EMS, and Police, Woodville, WI
- Public Works Facility Assessment, Town of Buchanan, WI
- Public Works Facility, Town of Daniels, WI
- Public Works Facility, Town of Garfield, WI



Dedication, Quality, Success



Mitch Evenson, CHMM
Director of Environmental

Education

BS in Industrial Technology:
University of Wisconsin-Stout (1987)

Certifications

Certified Hazardous Materials
Manager (CHMM 9667)
Certified Site Assessor (WI Reg.
#41428)
Certified Industrial Wastewater
Treatment Operator (Class K Illinois)
40-hour Health & Safety Training for
Hazardous Waste and Annual 8-
Hour Refresher Classes
Certified Red Cross CPR & First Aid
Federation of Environmental
Technologists

Total Experience

Since 1987

Mitch Evenson has over 25 years of experience in environmental and hazardous material management and specializes in remedial design and remediation construction management. Mitch is also the Director of Environmental Services at Cedar Corporation. His experiences also include hazardous and non-hazardous landfill construction, demolition management and subsurface remediation design. Mitch has significant construction management expertise in treating, sampling and containing impacted soil and ground water. Mitch has led design/construction teams and acted as site project manager on a multitude of civil and environmental projects.

Areas of Expertise Include:

- Landfill design, construction inspection and quality assurance and monitoring
- Remedial action design, operation, and construction supervision. Specific remediation system designs include MPG wastes recovery, ground water/free product recovery systems, insitu soil treatment systems, subsurface containment structures, and leachate/waste collection systems
- Environmental Investigations for industrial, commercial, and government facilities in Michigan, Illinois, Indiana, and Wisconsin. Specific environmental investigations and remediations include former MGP sites, industrial landfills, municipal landfills, industrial manufacturing facilities, agricultural spill sites, and numerous chemical and petroleum spills
- Cost estimates, feasibility reports, bidding documents, and construction documents for remediation and municipal projects
- Team Leader for Emergency Spill Response Team
- Municipal water supply site evaluation and well design
- Industrial wastewater treatment consulting and operation of industrial waste water treatment systems
- Waste water treatment facility construction management including lagoon design and construction
- Hazardous waste risk assessments
- Asbestos abatement assessments
- Hazardous and solid waste consolidation projects
- Corporate safety supervisor for hazardous site investigations
- Knowledge of OSHA, EPA, and Wisconsin Administrative Code.
- WisDOT/Federal Highway Environmental Documentation
- USEPA Superfund sampling coordination and management



Dedication, Quality, Success



Solid planning, superior solutions

Muermann Engineering, LLC, is a registered, insured professional consulting firm providing engineering design services for over thirty years. Founded in 1987, the company has steadily grown to include over 30 employees in three office locations. Our headquarters are located at 116 Fremont Street in Kiel, Wisconsin. We also have a Milwaukee-area office at W227 N16867 Tillie Lake Court in Jackson, and a Green Bay-area office located at 107 N Broadway in De Pere.

Our wide expertise in electrical, lighting, telecommunications, plumbing, fire protection, and HVAC technologies allows us to proficiently serve a number of market sectors including: commercial, educational, financial institutions, healthcare, hospitality/water parks, housing, industrial, municipal, religious institutions, retail, and wastewater/water treatment.

Muermann Engineering is a select group of engineers, technicians, and support staff recruited for their ability to independently handle most aspects of complex projects and work under tight deadlines. Our project managers are engineering professionals who are directly involved in the performance of the work and who have complete control of the project and any necessary support staff. Additional support staff is available to our project managers in many areas of technical expertise.

To make this high level of service possible, Muermann Engineering places an emphasis on professional development and continuing education. We meet the evolving demands of our clients and remain up-to-date with the exciting developments in lighting systems, energy conservation, automated control systems, and power distribution technology.

Muermann Engineering staff consists of the following:

Engineering:

- 6 Licensed Professional Engineers
- 4 Graduate Electrical Engineers
- 2 Licensed Electrical Designers
- 1 Graduate Mechanical Engineer
- 5 Licensed Plumbing Designers
- 1 Licensed HVAC Designer
- 1 Master Electrician/Construction Related Services Manager

Technical:

- 8 CAD/Graphics Technicians

Support:

- 1 Administrative Assistant
- 1 Business Manager
- 1 Accounting Assistant



Solid planning, superior solutions



RUSSELL J. JENSEN
Professional Engineer
Vice President

EDUCATION

University of Wisconsin-Oshkosh, Computer Science Program
Milwaukee School of Engineering, B.S. in Electrical Engineering

EXPERIENCE

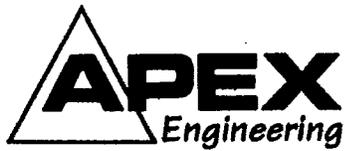
Russ is involved in the planning, design, and construction of a wide spectrum of water and wastewater projects. He has served as the engineer of record for more than twelve hundred projects ranging from simple pump station design to multi-million dollar electrical and control system project designs. He has personally performed the design work for nearly eight hundred of these projects. He offers vast and diverse knowledge and project experience related to complex pumping and treatment systems. During his twenty-four years at Muermann Engineering, Russ has been involved in all aspects of electrical and process instrumentation design for water and wastewater facilities. This experience includes medium and low voltage electrical power distribution, stand-by power systems, motor controls, programmable logic controllers, supervisory control and data acquisition, primary instrumentation and sensing devices, and other areas of design.

Areas of expertise include:

- Electrical and Process Instrumentation Design of Water and Wastewater Facilities
- Construction Administration for Water and Wastewater Facilities
- Facilities Planning, Design, and Project Management on a broad range of projects

PROFESSIONAL AFFILIATIONS

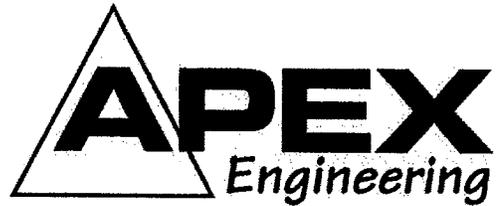
Institute of Electrical and Electronics Engineers
Wisconsin Wastewater Operator's Association



HOURLY BILLING RATES

2018

<u>Personnel</u>	<u>Rate Per Hour</u>
Principal Engineer, Licensed – Richard J. Anderson, P.E.	\$100.00
Principal Engineer – Daniel M. Peterson	\$100.00
HVAC Project Design Engineer, Licensed – Justin K. Musser, P.E.	\$95.00
HVAC Project Designer, Licensed – Todd V. Armstrong	\$95.00
Electrical Project Design Engineer, Licensed – Carl R. Klinkenberg, P.E.	\$100.00
Electrical Designer, Licensed – Paul D. Kuchta	\$85.00
Plumbing Designer, Licensed – Heath W. Mathews	\$85.00
CAD Technician – Michael S. Belden	\$60.00
CAD Technician – Landon J. Julson	\$50.00
Clerical – Jenny A. Gostomski	\$45.00



The firm of APEX Engineering is a consulting engineering firm specializing in Heating, Air Conditioning, Ventilation, Plumbing and Electrical design primarily in the area of building construction. Our staff consists of engineers, engineering technicians, draftsman, and support personnel.

Our firm has personnel with many years of practical experience in the engineering industry. This experience, along with related training and education, provides an appreciation and knowledge that is valuable during the evaluation, design, and construction of a project. We endeavor to maintain good communication with area contractors in an effort to keep a current knowledge base relating to construction practices. We provide a complete range of mechanical and electrical engineering services which include:

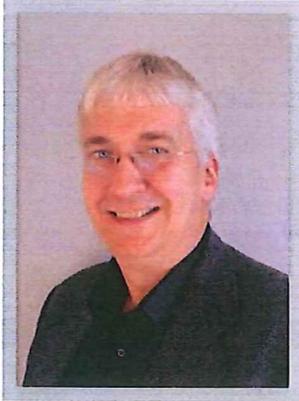
- Existing System Analysis and Recommissioning
- Preliminary Design Concepts
- System Engineering
- Construction Documentation
- Construction Specifications
- Construction Observation
- System Troubleshooting and Remediation

List of Projects:

Amery, City of, Public Works Facility - Amery, WI
Chetek, City of, Public Works Facility - Chetek, WI
Clear Lake Village Hall, Study, Plbg. & Htg. - Clear Lake, WI
Department of Public Works, Vehicle Storage – Rib Mountain, WI
Prescott Public Works Building – Prescott, WI
Prescott Public Works Building, Addition – Prescott, WI
Spencer Municipal Garage - Spencer, WI
Town of Rib Mountain, Public Safety Building – Rib Mountain, WI
Weyauwega Municipal Building – Weyauwega, WI
Woodville, Village of, Municipal Garage – Woodville, WI



Dan Peterson *Mechanical Design*



Dan's 25 years experience as a design engineer has helped him gain valuable experience in HVAC load calculations, HVAC designs for numerous types and sizes of buildings --including health care, schools, maintenance facilities, State of Wisconsin facilities, large office buildings, detention facilities, has performed energy life cycle calculations, and provided design for a variety of "design- build" projects.

Dan is a co-owner of APEX Engineering, Inc., which formed in July, 1993. He was previously an associate with Walt Hestekin Associates, Consulting Engineers, leaving as a Vice President.

Dan graduated from the University of Wisconsin-Madison with a Bachelor of Science in Engineering Mechanics degree. While attending college, he was employed as a draftsman and designer by the Facilities Planning Department at the University of Wisconsin-Eau Claire and the Wisconsin Department of Administration, Division of Engineering in Madison. He received his Engineer in Training Certification in 1990. He has also attended numerous Professional Design Development Programs through the University of Wisconsin.

Education

Bachelor of Science in
Engineering Mechanics
University of WI – Madison

Professional Associations

National Society of
Professional Engineers

Project Experience Includes:

- Bellevue Municipal Building - Bellevue, WI
- Seymour Township Fire Station - Eau Claire County, WI
- Town of Washington --Town Hall, Road and Fire Department Building – Eau Claire County
- Wheaton Fire Station – Chippewa Falls, WI
- Boyd Park—Warming House—Eau Claire, WI
- Carson Park Baseball Stadium—Heating project—Eau Claire, WI
- Casper Park—concessions and toilet building—Chippewa Falls, WI
- Chippewa County Parks Building—Round Lake, WI
- Eau Claire Fire Stations 5, 8, 10 --Heating System Revisions - Eau Claire, WI
- Ladysmith Fire Station - Ladysmith, WI
- Altoona City Hall – Altoona, WI
- Barron County Highway Shop –New Building – Barron, WI
- Chippewa County Highway Shop --New Shop Building and Office Addition - Chippewa Falls, WI
- Chippewa County Highway Shop --New Building - Cornell, WI
- Green Valley Town Hall --New Building - Mosinee, WI
- Maple Plains Community Center
- Osseo Library - Osseo, WI
- Osseo Municipal Building – Osseo, WI
- Washburn County Highway Department - Spooner, WI



Support Staff

Carl Klinkenberg, PE
Electrical Engineer



Carl is a focused electrical engineer with 8 years of experience with a commitment of serving clients through attention to detail and quality engineering designs. He is experienced in project management and in serving as a liaison between various disciplines as required to achieve successful project outcomes.

Prior to joining APEX, Carl was employed as an Electrical Engineer for EDI – Electrical Designs, Inc., and Bridgers & Paxton Consulting Engineers, both located in Phoenix, Arizona.

Carl's experience includes the electrical design of healthcare facilities, commercial facilities, industrial facilities, technology facilities, and educational facilities covering both new construction and remodels. Carl endeavors to adhere to the latest adopted codes including National Electrical Code, International Building Code, International Energy Conservation Code, and others depending on the jurisdiction.

Heath Mathews
Plumbing Engineer



Prior to being a founding employee at APEX Engineering, Inc. in 1993, Heath worked for Walt Hestekin Associates, Consulting Engineers beginning in 1991. He has gained valuable experience during his years using the AutoCAD program in plumbing and heating systems. Heath manages Internet services, networking, and electronic data transfer, software and hardware assets. He specializes in plumbing document production and system layout and design.

Heath graduated with honors from Chippewa Valley Technical College with a Mechanical Drafting degree in 1989, transferring from technology education courses at the University of Wisconsin - Stout. He received his Designer of Engineering Systems license in July, 2004.

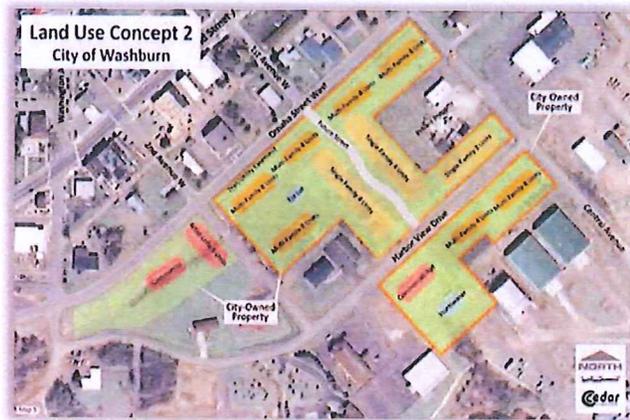
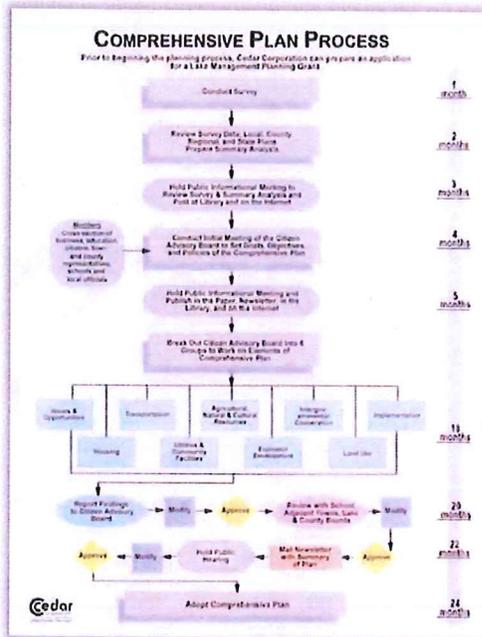
Services

Planning / Grants / Economic Development

- Community Development
- Comprehensive Plans
- CDBG/DNR/Rural Development Grants and Loans
- Development Master Plans/Site Plans
- TIF Districts
- Feasibility Studies
- Relocation Plans
- Redevelopment Planning
- Public Information Surveys
- Financial Planning
- Impact Fees
- CDBG Housing Program Administration



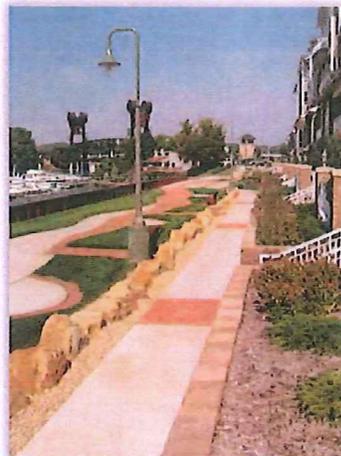
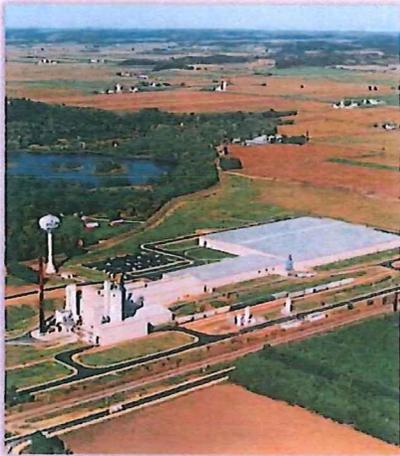
PLANNING / GRANTS / ECONOMIC DEVELOPMENT



Civil / Municipal Engineering

- Municipal Engineering
- Streets, Roads, and Highways
- Water Supply, Storage, Distribution
- Storm Water Management
- Site Selection Studies
- Traffic Studies
- Mapping/GIS
- Site and Land Development
- Development Master Plans/Site Plans
- Industrial Park Layout
- Flood Control Analysis
- Solid Waste
- Cost Estimating

CIVIL / MUNICIPAL ENGINEERING



Various Municipal Experience



City of Algoma, Wisconsin

- 2016 Water Main relays
- Water systems map
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



City of Amery, Wisconsin

- Street and utility extensions design and construction
- Lift station rehabilitation
- WWTF modifications
- Water system study
- 200,000 gal. elevated water storage system
- Well #4 and water treatment plant water system controls
- Review private developer plans and specifications for code compliance
- Regular attendance at City Council/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- CDBG grant funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Feasibility studies and cost estimates
- Well head protection plan
- Private developer plans and specifications review for code compliance



Village of Balsam Lake, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- CTH I and Pine Crest Road water main/sanitary sewer/lift station
- Paradise Avenue low pressure sewer and individual lot grinder pump stations
- Indian Head Shores lift station/force main
- CDBG & USDA Rural Development grants and loans funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Regular attendance at Village Board/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits and approvals, design/bidding/construction service
- Feasibility studies and cost estimates



Village of Bellevue, Wisconsin

- Street and utility extensions design and construction
- WDNR Clean Water Fund low interest loan funding
- Comprehensive Plan
- Storm Water Management
- Streambank stabilization
- TIF District street, water, and sewer extensions and funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private development plan and specifications review for code compliance



City of Black River Falls, Wisconsin

- Street and utility extensions design and construction
- CDBG grant funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water and sewer extensions, and funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Various Municipal Experience



Village of Boyceville, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- Lift station and force main
- 250,000 gal. Elevated water storage system
- 500 GPM well #3
- Well head protection plan
- CDBG grant funding
- TIF District streets, water and sewer extensions, and funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



City of Brodhead, Wisconsin

- 17th Street reconstruction for 8 blocks, constructed in 2015, cost \$1.3 million, WisDOT funded
- City Street Seal Coating, \$45,000 construction cost, completed in 2010, seal coat numerous city streets
- Brodhead Water & Light Building, \$1.65 million construction cost, completed in 2009, 15,000SF shop area and 4225SF office area on new site
- City Street Seal Coating, \$55,000 construction cost, completed in 2009, seal coat numerous city streets
- City Sidewalk Improvements, \$45,000 construction cost, completed in 2007, new sidewalk to serve city schools and residents
- CTH E and storm water pumping station, constructed 2016, cost \$750,000, WisDOT funded
- 15th & 19th Street Surfacing, \$55,000 construction cost, completed in 2007, new street surface, grading
- Second Street Roadway Utility Improvements, \$500,000 construction cost, completed in 2006, new street, water main, sanitary sewer, storm sewer
- 19th Street Roadway Utility Improvements, \$750,000 construction cost, completed in 2006, new street, water main, sanitary sewer, storm sewer
- West 5th Avenue Roadway Improvements, \$100,000 construction cost, completed in 2006, replaced existing street base and asphalt
- Crosswinds Subdivision, 76 lot new subdivision with 1st phase constructed in 2006/2007, completed design and construction engineering as the City Engineer



Village of Brokaw, Wisconsin

- Street and utility extensions design and construction
- USDA Rural Development Grant funding
- WDNR Clean Water Fund low interest loan funding
- Storm Water Management systems
- Watermain repairs
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Water systems operational review



Town of Buchanan, Wisconsin

- Street and utility extensions design and construction
- Pavement construction
- WDNR Clean Water Fund low interest loan funding
- Storm Water Management systems
- Storm Water Drainage systems
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Pavement PASER rating



Various Municipal Experience



Village of Casco, Wisconsin

- Wastewater Compliance reports
- WWTP Phosphorus Compliance plan
- Governing agency permits and approvals
- Feasibility studies and cost estimates
- Pavement PASER rating



Town of Clayton, Wisconsin

- Sanitary sewer and water systems design
- Well Head protection plan
- Water storage tank
- Water Treatment system
- Sanitary sewer and water systems study
- Storm water planning
- Governing agency permits and approvals
- PSC application



Village of Clayton, Wisconsin

- Street and utility extensions design and construction
- Lake Magnor low pressure sewer/ individual lot grinder pump stations/ water distribution systems
- GIS base and utility maps
- WWTF planning/design/construction
- Water system study
- 125,000 gal. elevated water storage system
- 750 GPM well
- Water system controls
- CDBG and USDA Rural Development grants and loans funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Village of Clear Lake, Wisconsin

- Street and utility extensions and design construction
- Lift stations and force main
- Water system study 180 GPM to 600 GPM
- rehabilitation of 3 wells
- Water system controls
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Regular attendance at Village Board/ Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Village of Coleman, Wisconsin

- Street and utility extensions design and construction
- WDNR Clean Water Fund low interest loan funding
- Well radium water quality
- Governing agency permits and approvals
- TIF District streets, water and sewer extensions and funding assistance
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Economic Development/Planning



Various Municipal Experience



City of Cornell, Wisconsin

- Street and utility extensions design and construction
- Lift station and force main stream crossing
- Water system study
- 300,000 gal. elevated water storage system
- 200 GPM well
- Water system controls
- CDBG and USDA Rural Development grants and low interest loan funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Regular attendance at City Council/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



City of De Pere, Wisconsin

- Business Park street and utility extensions design and bidding
- Storm Water Management systems
- Park and Outdoor Recreation plan
- Governing agency permits and approvals
- Design and bidding services
- Feasibility studies and cost estimates



Village of Dresser, Wisconsin

- Street and utility extensions design and construction
- Sewer utility rate review and analysis recommendations
- Sanitary sewer system study
- Regular attendance at Village Board/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



City of Durand, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- WWTF headworks building fine screen and grit removal/anaerobic digester cover and mixer/tank/coatings/roofs/shoreline stabilizations improvements
- Water system study
- 600 GPM well and water treatment plant
- CDBG grants funding
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Regular attendance at City Council/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plan and specifications review for code compliance



Various Municipal Experience



City of Edgerton, Wisconsin

- Blaine Street, \$627,700 construction cost, to be constructed in 2017, new water main and utility services
- Wastewater treatment facility upgrade, \$11.1 million cost, bio-logical phosphorus removal and capacity increase, construction 2015 to 2017
- Randolph Street/Albion Street, \$500,000 construction cost, completed in 2011, new street, sanitary sewer, water main, storm sewer
- Edgerton Hospital Utility Extensions, Lift Station/Generator Bldg, \$600,000 construction cost, completed in 2011, water main, sanitary sewer, lift station/generator building to serve new facility
- Garfield Street Resurfacing, \$110,000 construction cost, completed in 2011, new resurfaced street, spot curb replacement, new storm sewer
- Swift Street Storm Sewer Improvements, \$48,000 construction cost, completed in 2010, repair of existing storm sewer box culvert and sidewalk through downtown park
- Henry Street Parking Lot, \$53,000 construction cost, completed in 2010, new downtown parking lot for businesses
- Central Park Storm Sewer, \$65,000 construction cost, completed in 2008, new storm sewer off Main Street and City's Central Park
- Broadway Street Improvements, \$45,000 construction cost, completed in 2010, new curb and street, storm inlets
- City Hall Construction, completed all environmental work and civil design for new \$1.2 million city hall, completed in 2010
- Well #2 Generator Replacement, \$50,000 construction cost, completed in 2008, new generator for existing well #2
- Painting Central Park Municipal Pool, \$44,600 construction cost, completed in 2010, existing pool re-painting
- Blaine Street, \$325,000 construction cost, completed in 2009, new street, water main, sanitary sewer
- Review all new business and residential developments in the city for compliance with city standards
- Edgerton Business Park development located north of town next to I-90, initially started in 1998
- Secure several grants/loans for the city for infrastructure upgrades from WDNR, WDOA, USDA-Rural Development, WisDOT

Freedom Sanitary District (Outagamie County), Wisconsin

- Sanitary sewer and water systems extensions
- Sanitary sewer and water GIS mapping
- Sanitary sewer and water ordinances
- SCADA process control study
- Water system evaluation
- WWTF analysis and evaluation
- WWTP Phosphorus Compliance plan
- Governing agency permits and approvals
- Feasibility studies and cost estimates
- TIF District streets, water and sewer extensions, and funding assistance

City of Glenwood City, Wisconsin

- Street and utility extensions design and construction
- Lift station/force main
- Lift station rehabilitation
- GIS base and utility maps
- WWTF lagoon wastewater treatment system/modifications/monitoring wells
- Water system study
- 240,000 gal. standpipe water storage system 1000 GPM well
- Water system controls
- CDBG grants funding TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Regular attendance at City Council/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plans and specifications review for code compliance

Various Municipal Experience



Town of Ixonia, Wisconsin

- Trenchless Sanitary Sewer Lateral Repairs for Sanitary District #1, \$175,000 construction cost, completed in 2009, lining and repair of sanitary sewer service laterals and connections at the main
- STH 16 Utility Adjustments with WisDOT Contractors for Sanitary District #2, \$20,000 construction cost, completed in 2010, sanitary sewer adjustments within STH 16 due to new highway
- Oostly Lift Station Odor Control System for Sanitary District #2, \$13,500 construction cost, completed in 2009, calcium nitrate chemical addition system to prevent sulfate formation
- Sand Media Replacement for Sand Filter Treatment System for Sanitary District #1, \$50,000 estimated construction cost, to be completed Fall 2011, 222,000 gpd treatment system
- Preserve at Deer Creek Subdivision, review and approve design and construction engineering for sanitary sewer for a 130 lot residential subdivision, infrastructure installed in 2006
- Autumn Ridge Subdivision, review and approve design and construction engineering for sanitary sewer for a 500 lot residential subdivision, infrastructure installed in 2006
- Wastewater Treatment Facility re-rated design capacity for Sanitary District #1, completed in 2007, increased the design capacity of the facility to 222,000 gpd
- Sanitary Sewer User Ordinance Update, to be completed in 2011, update the current Ordinance to current standards
- Represent Sanitary District #2 for payments per inter-municipal agreements with the City of Oconomowoc for wastewater treatment on an on-going basis

Village of Knapp, Wisconsin

- Street and utility extensions design and construction
- Lift station and force main
- WWTF review and analysis of recirculating sand filter (RSF) system/media investigation/distribution system/overall design/technical report with findings and recommendations
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates

Town of Knight, Wisconsin

- Water system improvements
- Water main study
- CDBG Grant funding
- Governing agency permits and approvals
- Water systems operation review
- Design/bidding/construction services
- Feasibility studies and cost estimates

Village of Luck, Wisconsin

- Street and utility extensions design and construction
- Lift station and force main
- Low pressure sewer system and individual lot grinder pump stations
- CDBG grant funding
- TIF District streets, water and sewer extensions, and funding assistance
- Special assessments funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plan and specifications review for code compliance

Various Municipal Experience



LeRoy Sanitary District, Wisconsin

- Water systems water quality report
- Consumer confidence report certification (CCR)



City of Manawa, Wisconsin

- Local road improvements grant
- Street and utility extensions design and construction
- CDBG grant funding
- WDNR Clean Water Fund low interest loan funding
- Landfill Monitoring
- TIF District streets, water and sewer extensions, and funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Industrial user change review



City of Menomonie, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- 12th Ave. 24" interceptor sewer
- North interceptor sewer
- Lift stations and force mains
- Northwest interceptor sewer
- Riverside Drive Red Cedar River crossing inverted siphon interceptor sewer
- WWTF facility Plan Update/industrial flow equalization tanks/headworks building with grit removal and fine screening equipment/dissolved air flotation sludge thickener building/laboratory/office space/pumps/equipment/process piping/two 500,000 gal. sludge storage tanks with mixing and pumping systems/disinfection study
- Water system study
- 750,000 gal. and 400,000 gal. elevated water storage systems
- Well #3 1600 GPM and Well #4 1000 GPM and Well #6 1600 GPM well and well modifications
- Well #3, #4 and #6 water treatment plants
- Water systems controls
- Water and sewer system studies
- CDBG grants funding
- TIF District streets, water and sewer extensions, and funding assistance
- US Department of Commerce Economic Development Administration Grant
- Special assessments funding assistance
- Regular attendance at City Council/Plan Commission/Utility and Public Works staff meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plans and specifications review for code compliance



Village of Milltown, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- WWTF facility plan to evaluate options for effluent disposal including spray irrigation and other land disposal options
- WWTF monitoring wells
- Water system study
- 250 GPM well
- Water system controls
- CDBG grants funding
- TIF District streets, water and sewer extensions, and funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Various Municipal Experience



City of Niagara, Wisconsin

- Sanitary sewer and watermain design and construction
- Watermain reconstruction
- Storm drainage assessment and construction
- Plan review
- CDBG grants funding
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Village of North Hudson, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- Galahad Road interceptor sewer
- Lift station rehabilitation
- Regular attendance at Village Board/Plan Commission/Utility and Public Works Committee meetings
- WDNR Clean Water Fund low interest loan funding
- Special assessments funding assistance
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plan and specifications review for code compliance



City of Prescott, Wisconsin

- Street and utility extensions design and construction
- Lift station review and rehabilitation
- North service area and St. Croix Bluffs lift station and force main
- Lift station diesel generator back-up power supply
- GIS base and utility maps
- East side interceptor sewer/lift stations/force main study
- CDBG grant funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water/sewer/lift station/WWTF, and funding assistance
- Special assessments funding assistance
- Regular attendance at City Council/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits & approvals
- Design/bidding/ construction services
- Feasibility studies and cost estimates
- Private developer plan & specifications review for code compliance



Village of Sherwood, Wisconsin

- Streets capital improvement plan
- Street and utility extensions design and construction
- Drainage Study
- Dam reconstruction
- Parking lot reconstruction
- Streets PASER ratings
- Sanitary sewer extension
- Street curb and gutter and pavement replacement
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Various Municipal Experience



Village of Somerset, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- Lift station and force main for north area and industrial park
- WWTF facility plan update/modifications from rotating biological contactors (RBC) to sequencing batch reactor (SBR) systems/UV disinfection system/sludge storage
- 200,000 gal. concrete pedestal supporting an aquastore glass fused steel tank water storage system
- 1000 GPM well
- CDBG grant funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water/sewer/lift station/WWTF and funding assistance
- Impact fees funding assistance
- Special assessments funding assistance
- Regular attendance at Village Board/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits & approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plan and specifications review for code compliance

Village of Spring Valley, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- Buntville Area water and sewer extension/lift station and force mains/water tower/sanitary district creation
- Lift station rehabilitation
- WWTF facility plan update
- Water system study
- 100,000 gal. elevated water storage system
- 200 GPM well rehabilitation
- Water booster station
- Water system controls
- TIF District streets, water/sewer/lift station and force main/WWTF, and funding assistance
- CDBG and USDA Rural Development grants and low interest loan funding
- WDNR Clean Water Fund low interest loan funding
- Special assessments funding assistance
- Regular attendance at Village Board/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Private developer plans and specifications review for code compliance

City of St. Croix Falls, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps, sanitary sewer system study
- WWTF Facility Plan update/sludge storage tank/phosphorus removal/mechanical screening equipment, water system study
- 200,000 gal. elevated water storage system
- 900 GPM water booster station
- 100 GPM well
- CDBG grant funding
- WDNR Clean Water low interest loan funding
- TIF Districts streets, water/sewer/WWTF and funding assistance
- Special assessments funding assistance
- Regular attendance at City Council/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits & approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Private developer plan & specifications review for code compliance

Various Municipal Experience



City of Sturgeon Bay, Wisconsin

- Festival waterfront improvements
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates
- Pedestrian trail



Village of Valders, Wisconsin

- Watermain relay
- Street reconstruction
- Governing agency permits and approvals
- Design/bidding/construction services
- Feasibility studies and cost estimates



Village of West Salem, Wisconsin

- West Garland Street WisDOT funded street resurfacing design, design completed in 2011, construction in 2012, estimated construction cost \$375,000
- City Ordinance and Standards Update, primary upgrades to zoning, subdivision, comprehensive plan updates, construction standards for Village, completed in 2011
- West Avenue Pavement Rehabilitation, \$160,000 construction cost, completed in 2010, new street, grading, storm water control
- Elevated Water Storage Tank, \$1.94 million pedestal 750,000 gallon water tank, completed in 2010, new water storage for business park
- Iron/Manganese Removal Facility, \$1.23 million, completed in 2009, serves well #2 and well #3 for iron removal of water supply
- Lakeview Business Park Phase 1B, \$1.0 million, completed in 2009, street extension in business park with water main, sanitary sewer and storm sewer
- Industrial Lead Track Construction, \$400,000 construction cost, completed in 2009, expansion of the business park for rail service
- Rose/Van Ness Street Reconstruction & Utility Improvements, \$320,000 construction cost, completed in 2006, existing street reconstruction with new water main and sanitary sewer
- Westside Utility Service Study, 350 acre area west of LaCrosse River was studied for water and sanitary sewer service for future residential development, completed study in 2008
- Secured grants /loans for water and wastewater treatment facilities from WDNR, US Department of Commerce and WisDOT



Various Municipal Experience



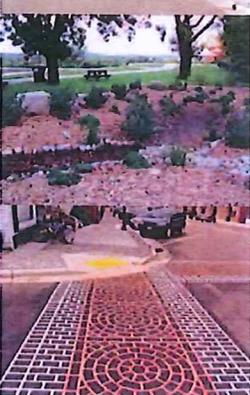
City of Weyauwega, Wisconsin

- WWTP upgrade
- WWTP facility plan
- CMOM report assistance
- Pavement PASER ratings
- Water system report
- Street and utility extensions design and construction
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water and sewer extensions, and funding assistance
- Regular attendance at City Council/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/ construction services
- Feasibility studies and cost estimates
- WWTP operator assistance
- Water well inspections
- User charge review
- Rehab 250,000 gal water storage tank



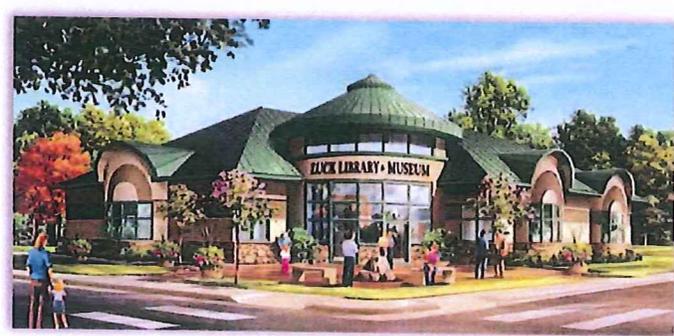
Village of Woodville, Wisconsin

- Street and utility extensions design and construction
- GIS base and utility maps
- I-94 Corridor Sanitary Sewer Service Area Study
- Lift station and force main
- WWTF facility plan update
- Aerated lagoon seepage cell expansion design
- Water system study
- 150,000 gal. elevated water storage systems
- 750 GPM well
- Water system controls
- CDBG Grants funding
- WDNR Clean Water Fund low interest loan funding
- TIF District streets, water/sewer/lift station and force main/WWTF, and funding assistance
- Special assessments funding assistance
- Regular attendance at Village Board/Plan Commission/Utility and Public Works Committee meetings
- Governing agency permits and approvals
- Design/bidding/construction services
- Private developer plans and specifications review for code compliance



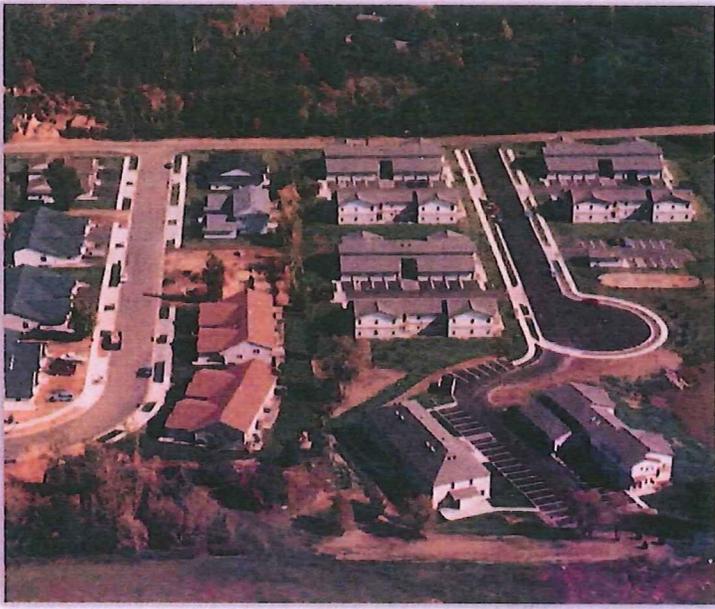
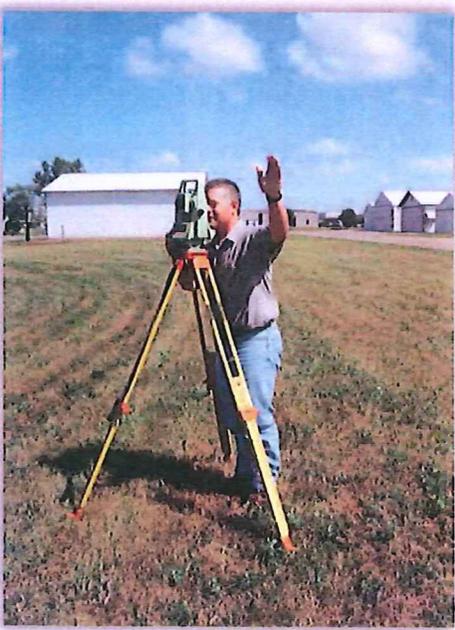
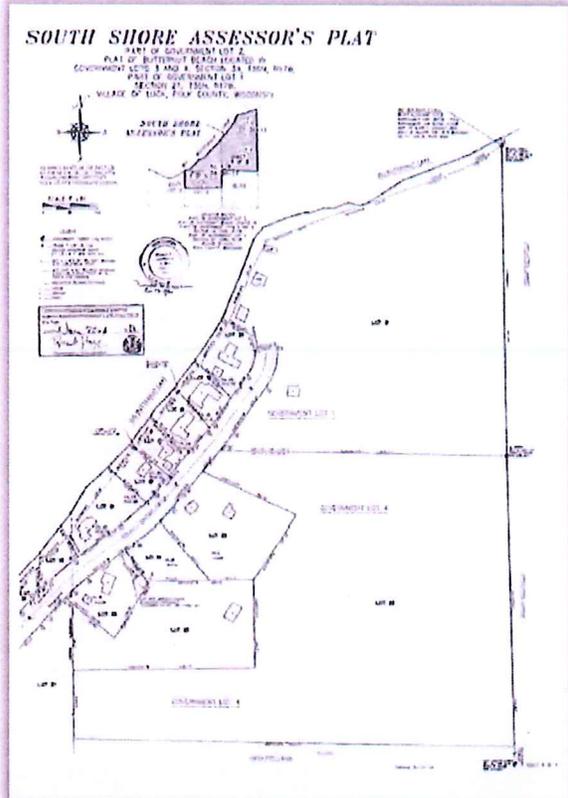
Architecture

- Professional Office
- Retail
- Hospitality
- Industrial
- Governmental Buildings
- Libraries
- K-12 Education Buildings
- Higher Education
- Spiritual Buildings
- Recreational Buildings
- Single and Multi-family Residential
- Medical Facilities
- Nursing Homes and Congregate Care
- Energy Management Studies
- Building Envelope/Energy Retrofit
- Fire Protection Systems
- Fire Alarm Design
- Heat Recovery Systems
- Plumbing and HVAC Design
- Adaptive Re-use
- Interior Design



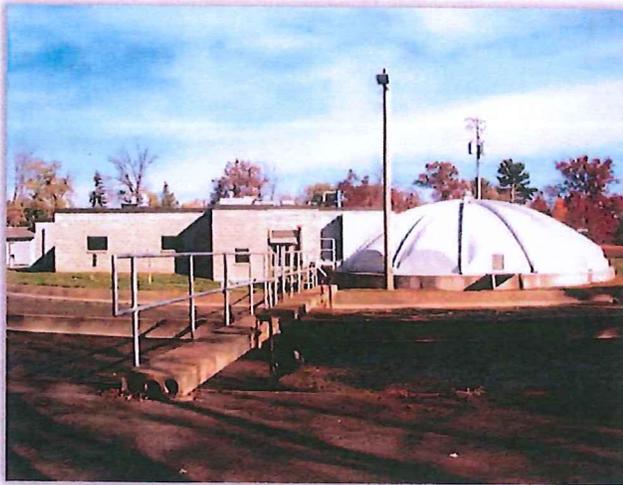
- Surveying / GPS / GIS**
- Plats and Subdivision
 - Property Surveys
 - GPS Surveys
 - Topographic and Site Surveys
 - Aerial Control Surveys
 - Remonumentation Surveys
 - Right-of-Way Plats
 - County and Transportation Project Plats (TPP)

SURVEYING / GPS / GIS



Wastewater Services

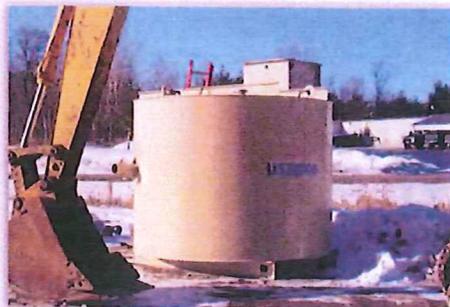
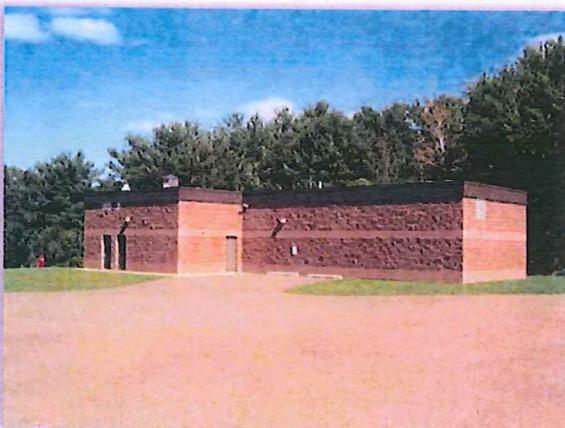
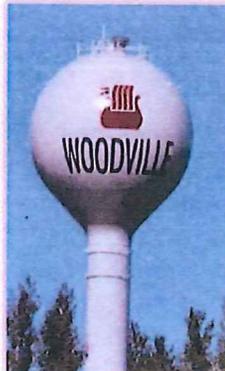
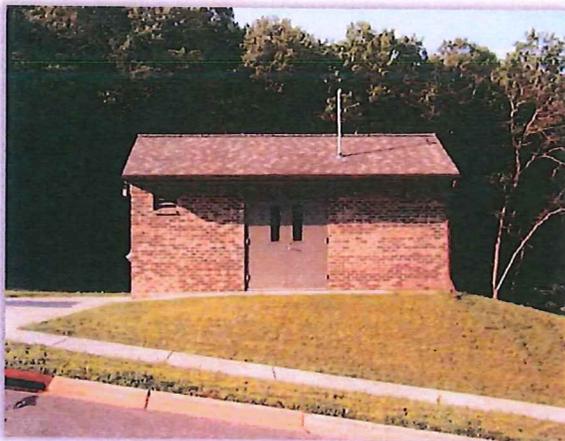
- Facility Planning
- Facility Design
- Facility Upgrades
- Feasibility Studies
- Lift Station Design
- Phosphorus Compliance
- Construction Management
- Collection System Design
- Funding (CWF, CDBG, RD)
- Capital Improvement Planning
- Asset Management Planning
- Rate Analysis
- User Charge System



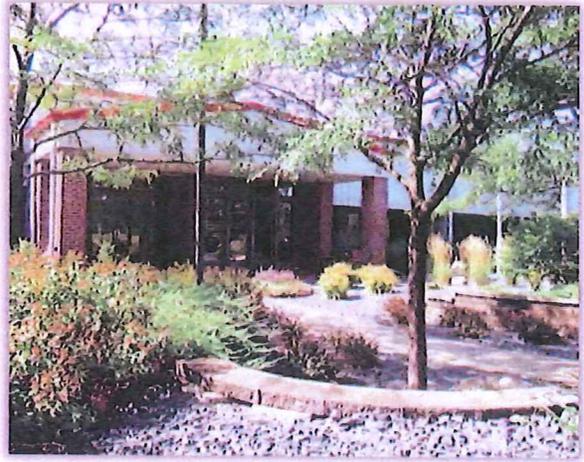
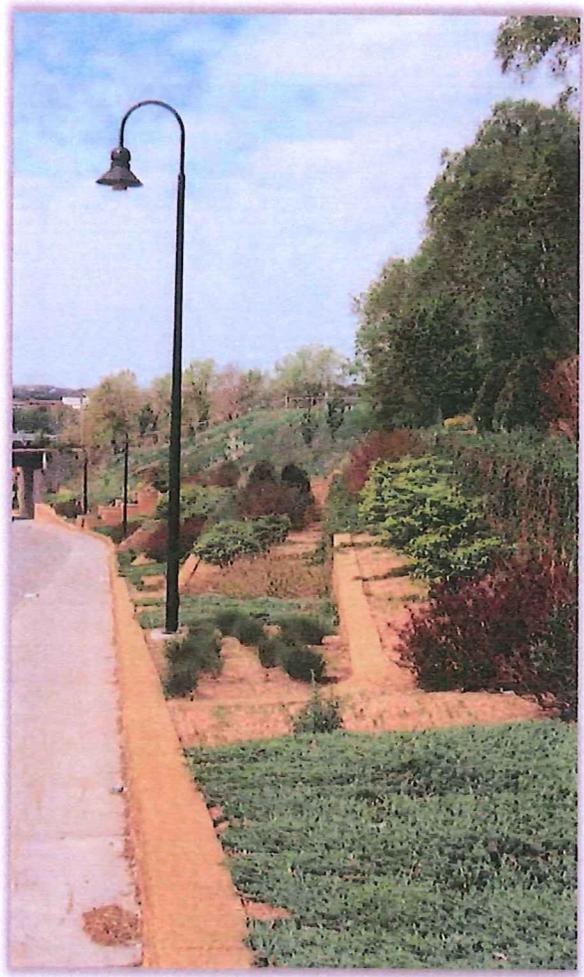
Water Supply and Distribution

- Water System Master Planning
- Water Studies
- Water Treatment Facilities
- Distribution Systems
- Booster Stations
- Distribution System Modeling
- Elevated Storage and Ground Reservoirs
- Well Site Investigations
- Wellhead Protection Plans
- Well Design
- Fire Flow Testing
- Construction Management
- Rate Analysis
- Capital Improvement Planning

WATER SUPPLY AND DISTRIBUTION

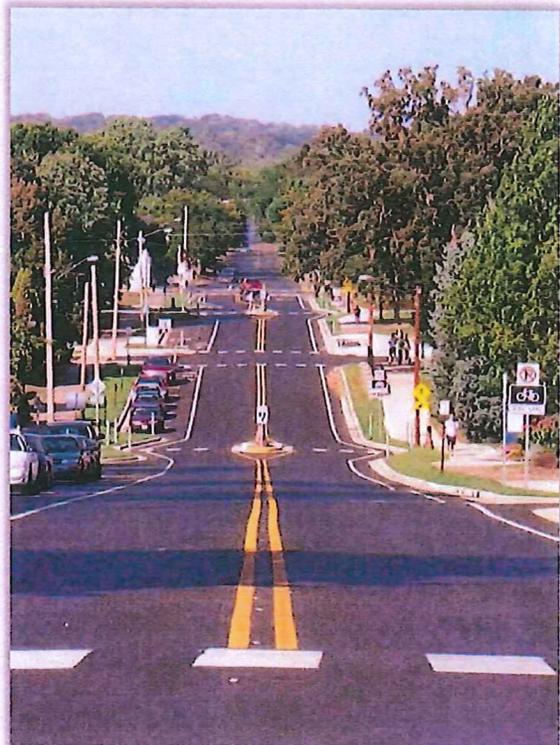
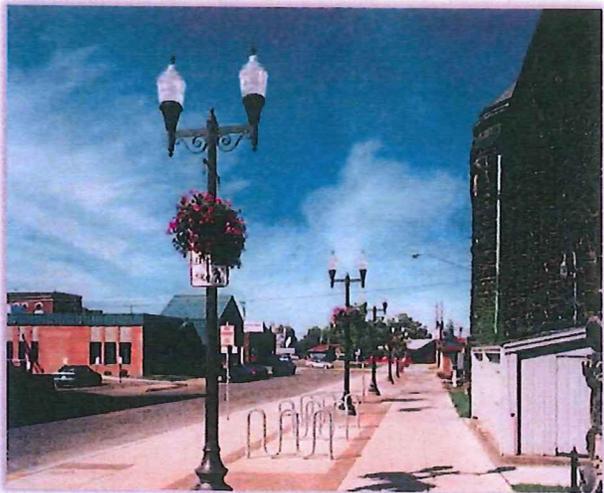
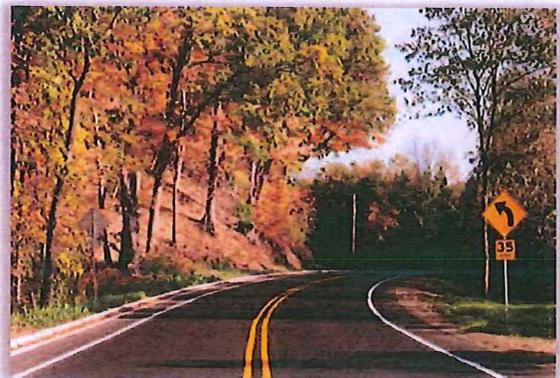
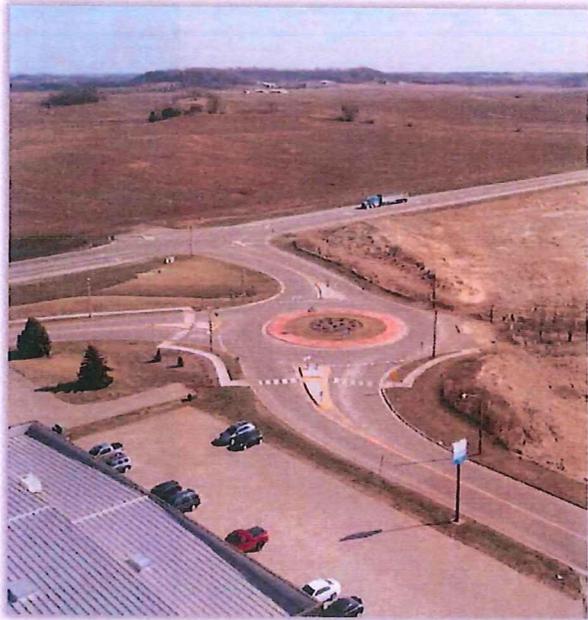
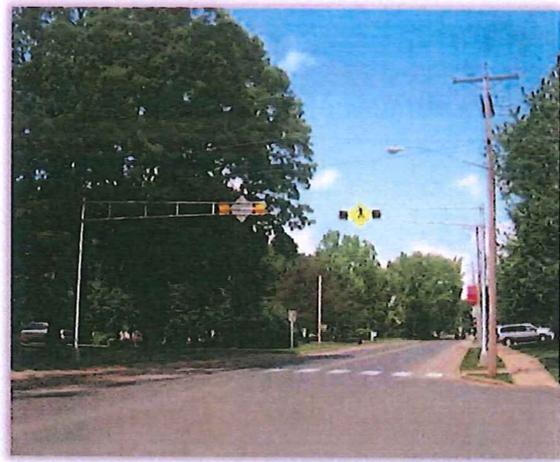


- Landscape Architecture**
- Site Design
 - Park/Recreation Planning and Design
 - Urban Streetscapes
 - Planting Design
 - Erosion Control Design



Transportation

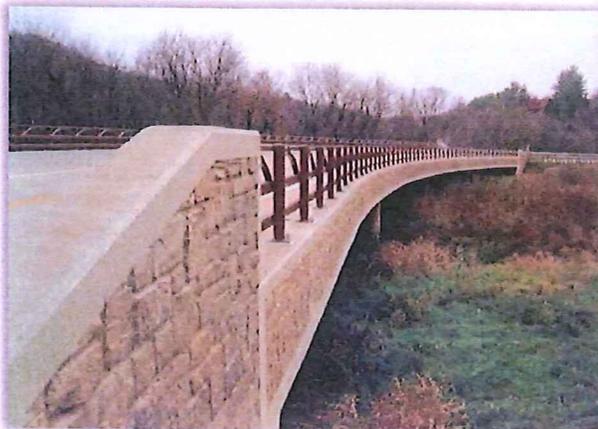
- Highway Design
- Intersection Design
- Roundabout Design
- Traffic Studies and Signal Design
- Street Lighting Design
- Feasibility Studies
- Construction Inspection
- Planning and Public Involvement
- Agency and Utility Coordination
- Design Study Reports and Environmental Documents



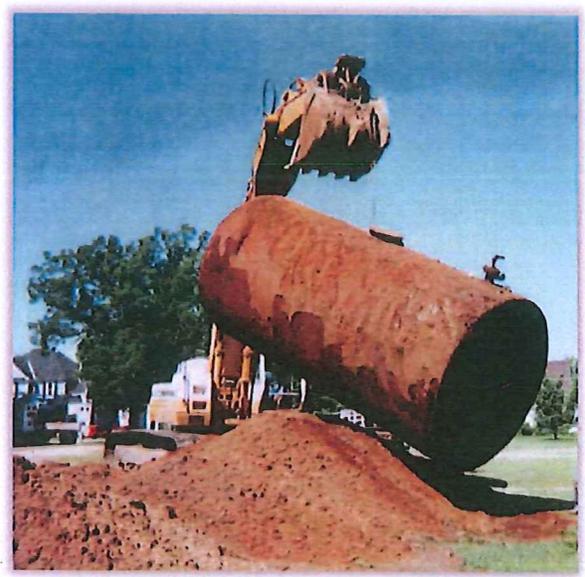
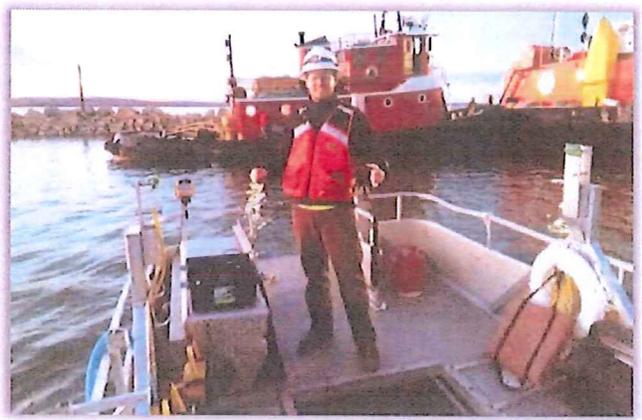
Structural Engineering

- Bridge Design
- Bridge Inspections
- Construction Inspection
- Dam Design and Analysis
- Building Design and Analysis
- Hydraulic Design
- Structural Assessments
- Foundation Design and Analysis
- Forensic Engineering

STRUCTURAL ENGINEERING

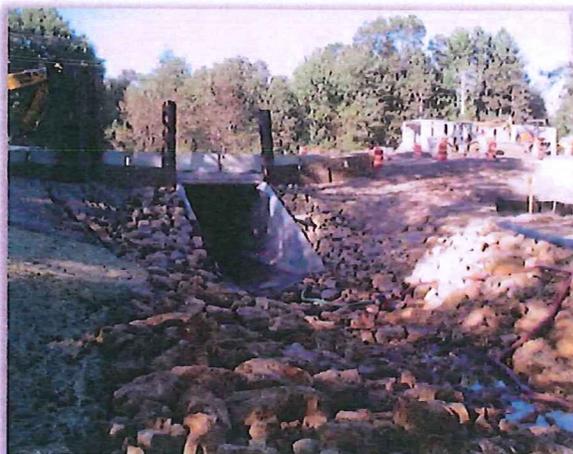


- Environmental Services**
- Site Assessments
 - Environmental Investigations
 - Farm Chemical Investigations
 - Asbestos Assessment and Monitoring
 - Petroleum Product Storage Tank Design
 - Remediation Design
 - Ground Water Monitoring
 - Lead Assessment and Monitoring
 - Wetland Assessment, Mitigation and Monitoring
 - Ground Water and Soil Remediation



Construction Services

- Surveying/Staking
- On-Site Observation/Inspection
- Construction Administration
- Shop Drawing Review
- Conflict Resolution
- Plan and Specification Compliance
- Contractor Pay Request Coordination
- Testing of Utility Pipelines
- Project Meetings/Schedules
- Measurement of Completed Work
- Regulatory Permit Compliance
- As-Built Drawings Preparation
- Document Changed Conditions
- Project Closeout

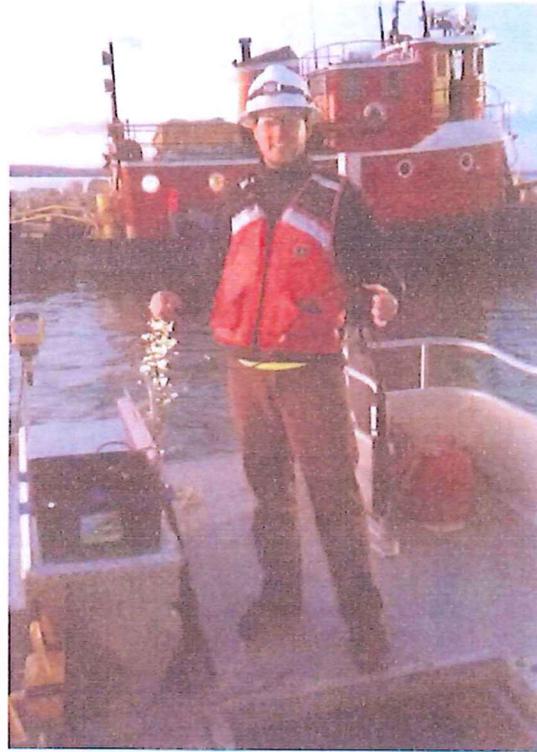


Local Project Experience

Project Experience

PROJECT: Ashland Lakefront Project
CLIENT: Foth-Envirocon LLC/Xcel Energy
LOCATION: Ashland, Wisconsin
CONTACT: Steve Laszewski, Foth,
2121 Innovation Court, De Pere, WI 54115
920-497-2500
COMPLETED: 2017
KEY STAFF: Mitch Evenson, Josh Leable, Matt Taylor,
Kevin Bartell, Kirsten Lee, Anna Beckman

DESCRIPTION: MGP (Manufactured Gas Plant) wastes - Coal tar, Lead, and related metals, VOC were discharged into various containers and sluices at the former gas plant location in central Ashland on the bluff overlooking the Chequamegon Bay of Lake Superior. These wastes contaminated on shore subsolls and near shore sediments over some eight acres area of the Ashland harbor. Cedar Corporation has been involved with Xcel Energy in the preliminary assessment of the site and retained by its joint venture partner Foth/Envirocon, LLC providing onsite monitoring and sampling of various media in response to the Quality Assurance Project Plan developed for this project.



Project Experience

PROJECT: Ashland Superfund Lakefront Project - Ashland WWTF Demolition
CLIENT: Foth-Envirocon LLC/Xcel Energy
LOCATION: Ashland, Wisconsin
SIZE: 40,000 square feet
COMPLETED: 2013
KEY STAFF: Mitch Evenson

DESCRIPTION: This City of Ashland former WWTF was replaced in the early 1990s. This facility was abandoned after initial examination of soil borings in a proposed expansion area identified a tar like substance in the soils near the WWTF. Subsequent work efforts determined the soils to be contaminated by wastes from a former manufactured gas plant. As part of the environmental corrective action for the MGP waste the abandoned WWTF buildings, treatment tanks and utilities had to be demolished and the site filled. Cedar Corporation provided hazardous building material assessments, asbestos investigation, project air monitoring, and resident inspection during hazardous building material removal, asbestos abatement, and building demolition.



Project Experience

PROJECT: Pre-demolition Hazardous Materials/Asbestos Assessment - Historic MGP structures
CLIENT: Xcel Energy (Northern States Power)
LOCATION: Ashland Energy Operations Service Center, Ashland, Wisconsin
CONTACT: Tom Nicolai, thomas.c.nicolai@xcelenergy.com
COMPLETED: 2013
KEY STAFF: Mitch Evenson

DESCRIPTION: Situated over an old manufactured gas plant the former Xcel Energy Service Center is the center of a Superfund corrective action that is being completed in downtown Ashland, Wisconsin. The former service center consisted of a series of equipment storage buildings and workshops and a storage yard located over the various workings of the former manufactured gas plant. Demolition of the facility and over excavation of the underlying soils were necessary to facilitate clean up of the source of the contamination. Cedar Corporation provided hazardous building materials assessments, asbestos inspection, oversight of the hazardous materials abatement and building demolition, and noise and air monitoring during the project.



Project Experience

PROJECT: Xcel Energy Ashland Service Center
CLIENT: Xcel Energy
LOCATION: Ashland, Wisconsin
CONTACT: Tom Nicolai, thomas.c.nicolay@xcelenergy.com
SIZE: 13 acres, 31 acres total
COMPLETED: 2010
KEY STAFF: Russ Kiviniemi

DESCRIPTION: Cedar Corporation provided design and construction engineering services including alta survey and map, field topographic and data collection survey and map, site grading and earthwork, storm sewer, sanitary sewer and water laterals, parking lot/access driveways/storage yard, security gates and fence, wetland delineation and wetland fill mitigation plan, storm water management facility, landscaping, erosion control; City of Ashland 22nd Street West and Farm Road street and utility improvements, governing agency permits, city re-zoning and site plan approval requests and meetings.

Project Experience

PROJECT: Bay Area Transit Facility
CLIENT: WisDOT
LOCATION: Ashland, Ashland and Bayfield Counties, Wisconsin
CONTACT: Joeseeph Kapper, Transit Program Manager, 608-264-9532
SIZE: 12,810 sq. ft.
COST: \$2.5 Million
COMPLETED: October 2013
KEY STAFF: Cory Scheidler, Jarrod McCurdy, Jay Eggen, Troy Peterson, Dennis Blau

DESCRIPTION: Cedar Corporation provided design and construction management services and over sight for the Bay Area Transit Facility for the Bureau of Transit. Our services included A/E consultant selection assistance, design oversight and coordination with the LPA, & WIDOT, FTA Cert. & ARRA verification, bidding assistance, construction oversight and project closeout.

Cedar Corporation conducted bi-weekly construction meetings, assisted in architectural and engineering design overview, assisted with grant certifications, cost estimates, evaluation of RFP's, and Price Negotiated Memorandums (PNM). Cedar Corporation also kept a PNM log as well as completed other administrative functions and record keeping.



Project Experience

PROJECT: Bad River Transit Facility
CLIENT: WisDOT
LOCATION: Odanah, Ashland County, Wisconsin
CONTACT: Joseph Kapper, Transit Program Manager , 608-264-9532
SIZE: 5,427 sq. ft.
COST: \$1.27 Million
COMPLETED: October 2013
KEY STAFF: Cory Scheidler, Jarrod McCurdy, Jay Eggen, Troy Peterson, Dennis Blau

DESCRIPTION: Cedar Corporation provided design and construction management services and oversight for the Bad River Transit Facility for the Bureau of Transit. Our services included A/E consultant selection assistance, design oversight and coordination with the LPA, & WIDOT, FTA Cert. & ARRA verification, bidding assistance, construction oversight and project closeout.

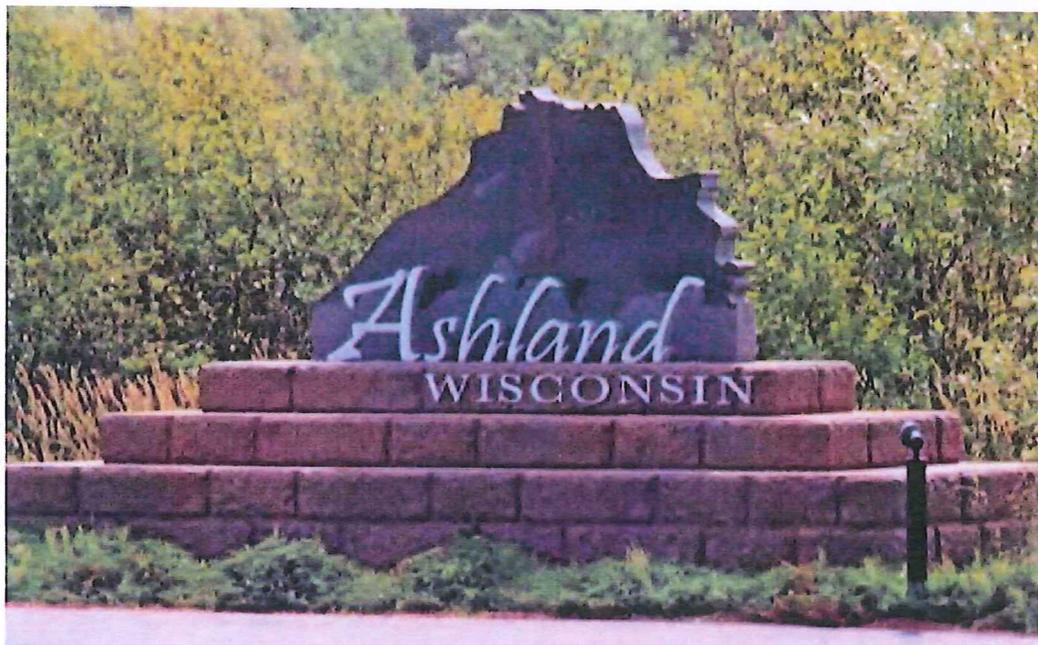
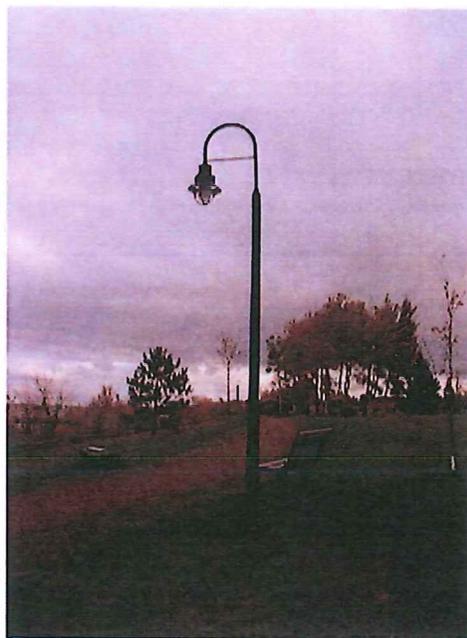
Cedar Corporation conducted bi-weekly construction meetings, assisted in architectural and engineering design overview, assisted with grant certifications, cost estimates, evaluation of RFP's, and Price Negotiated Memorandums (PNM). Cedar Corporation also kept a PNM log as well as completed other administrative functions and record keeping.



Project Experience

PROJECT: Street Landscaping, Lighting and Sign project
CLIENT: WisDOT
LOCATION: USH 2, Ashland, Ashland County, Wisconsin
COMPLETED: 2006 - 2007
KEY STAFF: Dennis Blau, Jeff Gust

DESCRIPTION: This project included the design of decorative street lighting, landscaping, and a City of Ashland entry sign on USH 2. The design included approximately 1.5 miles along the Westside of USH 2 on the Eastside of Ashland. Decorative lighting was incorporated along a portion of the project, boulevard trees were added along the 1.5 mile project area, along with a number of planting beds and landscaping around the proposed entry sign.



Project Experience

PROJECT: Lake Superior Science Center Feasibility Study
CLIENT: Ashland Area Development Corporation
LOCATION: Ashland, Ashland County, Wisconsin
CONTACT: Betsy Harries, Executive Director
COMPLETED: In progress, expected completion June 2018
KEY STAFF: Seth Hudson, Cory Scheidler, Rifa Liddell, Dennis Blau, Wendy Sander, Kristi Monson

DESCRIPTION: This project consists of preparing a feasibility study ("Study") for the establishment of the proposed Lake Superior Center for Fisheries, Aquatic Science and Education in Ashland, Wisconsin. Cedar will be working with the Ashland area Development Corporation's Lake Superior Center Committee. During this process, Cedar will be performing a space needs study and conducting a Feasibility Analysis for the Center. Cedar will conduct meetings, meet one-on-one with project stakeholders and potential tenants to determine the amount of space needed for such a facility. A report summarizing the space needs and programming requirements will be developed and used to develop a conceptual plan and cost estimates. Finally, Cedar will provide a proforma for the construction and operation of the center.



References

References

City of Menomonie
Mr. Lowell Prange
City Administrator
800 Wilson Avenue
Menomonie, WI 54751
715-232-2187

City of Prescott
Jayne Brand
City Administrator
800 Borner Street
Prescott, WI 54025
715-262-5544

City of Stanley
Ketty Clow
Clerk/Treasurer
116 East 3rd Avenue
PO Box 155
Stanley, WI 54768
715-644-5758

City of Durand
Patrick Milliren
Mayor
104 East Main Street
Durand, WI 54736
715-672-8770

Denise Oliphant

From: Barbara Clement
Sent: Wednesday, April 11, 2018 9:28 AM
To: Denise Oliphant
Cc: Sharon Campbell; Dan Maderich
Subject: RE: Treasurer's Certificate

Follow Up Flag: Follow up
Flag Status: Completed

Denise,

Cedar Corporation of Menomonie, WI is in compliance with City Ordinance Chapter 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056



AGENDA BILL

Ref: 066

COMMITTEE AGENDA:
COUNCIL AGENDA: 8N (04-17-2018)

SUBJECT: Approve a Resolution Accepting Workmanship of Rachel Contracting, Inc. and Approve Final Payment on the Former Timeless Timber Demolition Project at 2200 East Lake Shore Drive

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning and Development

DATE SUBMITTED: December 19, 2017

CLEARANCES: Planning and Development

EXHIBITS:
A-Proposed Resolution
B-Final Construction Report
C-Application and Certificate for Payment (Pay Request #3 & #4)
D-Treasurer's Certificate

EXPENDITURES REQUIRED: \$ 1,998.50 Final payment due

AMOUNT BUDGETED: \$ 150,000 WEDC SAG
\$ 125,000 plus 10% contingency from TIF 9 Funding

APPROPRIATION REQUIRED: NA

PROJECT COST SUMMARY:		
Completed Contract:	Original Contract	\$ 248,980.00
	Net Change Orders	\$ 4,512.00
		\$ 253,492.00
Completed Project:	Completed Contract	\$ 253,492.00

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: The Planning and Development Department recommends approval of workmanship and final payment to Rachel Contracting, Inc. for completion of the Timeless Timber demolition project located at 2200 East Lake Shore Drive

SUMMARY STATEMENT:

On July 17, 2017, the Council approved to enter into a contract with Rachel Contracting, Inc. to demolish the former Timeless Timber building and remove all on-site concrete and asphalt. The City Council approved total expenditures for the work not to exceed \$273,878.00 (included 10% contingency for unseen additional work if necessary). The project was substantially completed in November of 2017 and the final cost came in below the approved funding amount.

In order to close out the project, the Public Works department has agreed to accept responsibility for the final grading and seeding during the summer of 2018. This will allow for the placement of additional fill in order to properly drain the site. The fall of 2017 was simply too wet to properly grade and seed the site.

RESOLUTION

No. _____

RESOLUTION ACCEPTING WORKMANSHIP OF RACHEL CONTRACTING, INC. AND APPROVE FINAL PAYMENT ON THE FORMER TIMELESS TIMBER DEMOLITION PROJECT AT 2200 EAST LAKE SHORE DRIVE

WHEREAS, the City of Ashland, hereinafter referred to as the City, and Rachel Contracting, Inc., hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain demolition activities and site cleanup activities at 2200 East Lake Shore Drive in the City of Ashland, in accordance with plans and specifications prepared by the Planning and Development Department, for the agreed price of \$248,980 plus agreed upon change orders; and,

WHEREAS, said total final contract price has been determined to be \$253,492.00; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, Robert Miller, Building Inspector, has submitted a final report certifying that the workmanship of the Contractor has been satisfactorily completed in accordance with the original contract and approved change orders; and,

WHEREAS, it is being recommended that a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account of work completed in the amount of \$1,998.50.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the Department of Planning and Development be accepted.

BE IT FURTHER RESOLVED that the City of Ashland does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Ashland hereby reserves, if any, and subject to the right of the City of Ashland to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Ashland as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$1,998.50 to the Contractor in full and final payment of the City's obligations under this contract.

PASSED: April 17, 2018

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

David Siegler, City Attorney

FINAL CONSTRUCTION REPORT

PROJECT: Demolition of former Timeless Timber structure and removal of all on site concrete and asphalt.

SUBSTANTIAL COMPLETION DATE: November, 2017

REPORT DATE: December 20, 2017

CONTRACTOR: Rachel Contracting Inc.

Approved budget: Not to exceed \$273,878

Original bid amount:	\$248,980
Change Order #1-	\$ 4,590
Change Order #2-	\$ 11,160
Change Order #3-	<u>\$ (11,238) deduct</u>
Final project cost-	\$253,492

PROJECT DESCRIPTION-

On July 14, 2017, bids were opened for the project. The work scope included the following:

- Site mobilization
- Permits/approvals, notifications, landfill approvals, fees
- Utility disconnections
- Asbestos, Lead, and other Hazardous Material Abatement
- Demolition, removal, hauling and/or recycling of three buildings totaling approximately 83,000 square feet
- Break and remove existing concrete and asphalt surfaces
- Site restoration

The low bidder was Rachel Contracting Inc from St. Michael, Minnesota. The City Council voted to award the contract on July 25, 2017 and work began shortly thereafter. Several unseen and partially buried foundation walls were encountered during the demolition that were located outside of the project boundaries but within the newly created property boundaries. Change orders were signed to remove these additional concrete structures. The majority of the concrete and steel was recycled with very little ending up in a demolition landfill.

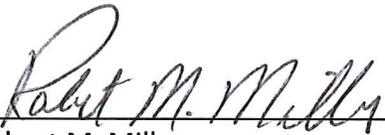
This fall was very wet with rain falling on a regular basis. The site never really dried out once the concrete and asphalt was removed. Rachel Contracting leveled out the mud as best that conditions would allow, however it became obvious that the final grade could not be

established and the site seeded before winter set in. A meeting was held with the DNR to discuss stabilizing the site prior to winter. The City agreed to enter into a change order #3 reducing the scope of the contract and accepting responsibility for completing the site grading and seeding in the summer of 2018. Public Works Department also installed additional erosion control measures as recommended by the DNR prior to the ground freezing up.

Next summer, the City will place additional fill as needed and as allowed to improve the drainage patterns on the site. Once the site is finish graded then seed will be spread to provide a vegetative buffer.



At this time the project is substantially completed and the prime contractor has completed their obligation to the City as specified in the Contract Agreement. Rachel Contracting Inc. is entitled to receive their final payment in the amount of \$1,998.50.



Robert M. Miller
Building Inspector
Department of Planning and Development

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISED EDITION

PAGE ONE OF _____ PAGES

TO: City of Ashland
 Bob Miller
 601 Main Street W
 Ashland, WI 54806

PROJECT: Demo of Former Timeless Timber

FROM CONTRACTOR: Rachel Contracting, Inc
 4125 Napier Court NE
 St Michael, MN 55376

APPLICATION NO.: 17055.3

PERIOD TO: 11/30/2017

CONTRACT DATE: 7/26/2017

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 248,980.00

2. Net change by Change Orders..... \$ 4,512.00

3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 253,492.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$253,492.00

5. RETAINAGE:

a. 5% of Completed Work \$ 12,674.60 (Columns D + E on G703)

b. % of Stored Material \$ - (Columns F on G703)

Total Retainage (line 5a + 5b or Total in Column I of G703)..... \$ 12,674.60

6. TOTAL EARNED LESS RETAINAGE..... \$ 240,817.40 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 251,493.50

8. CURRENT PAYMENT DUE..... \$ (10,676.10)

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 12,674.60

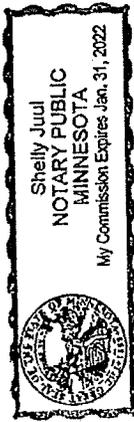
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	\$ 15,750.00	
TOTAL APPROVED THIS MONTH	\$ 11,238.00	\$ 11,238.00
TOTALS	\$ 15,750.00	\$ 11,238.00
NET CHANGES BY CHANGE ORDER	\$ 4,512.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from Owner, and that current payment shown herein is now due.

CONTRACTOR: Rachel Contracting, Inc
 By: *[Signature]* Date: 12/4/2017

State of: MN
 County of: Wright
 Described and sworn to before me this 4th day of December, 2017

Notary Public: *[Signature]*
 My Commission Expires: 1/31/2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Document, based on on-site observation and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

CONSTRUCTION MANAGER: _____
 By: _____ Date: _____

ARCHITECT: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

200

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702. APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 17055.3
 PERIOD BILLING: 11/30/17
 APPLICATION DATE: 12/04/17

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C) Complete	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Demolition Complete	\$248,980.00	\$248,980.00	\$0.00	\$0.00		\$248,980.00	100.00%	\$0.00	\$12,449.00
2	Change Order 1	\$4,590.00	\$4,590.00	\$0.00	\$0.00		\$4,590.00	100.00%	\$0.00	\$229.50
3	Change Order 2	\$11,160.00	\$11,160.00	\$0.00	\$0.00		\$11,160.00	100.00%	\$0.00	\$558.00
4	Change Order 3	-\$11,238.00	\$0.00	(\$11,238.00)			(\$11,238.00)	100.00%	\$0.00	(\$561.90)
GRAND TOTALS		\$253,492.00	\$264,730.00	(\$11,238.00)		\$0.00	\$253,492.00	100.00%	\$0.00	\$12,674.60

G703-1992

**APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702/CMA**

CONSTRUCTION MANAGER-ADVISER EDITION

TO: City of Ashland
 Bob Miller
 601 Main Street W
 Ashland, WI 54806

PROJECT: Demo of Former Timeless Timber

APPLICATION NO.: 17055.4

PERIOD TO: RETENTION 11/30/2017

CONTRACT DATE: 7/26/2017

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Rachel Contracting, Inc
 4125 Napier Court NE
 St Michael, MN 55376

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 248,980.00
2. Net change by Change Orders.....	\$ 4,512.00
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 253,492.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$253,492.00

5. RETAINAGE:

a. 0% of Completed Work (Columns D + E on G703)	\$ -
b. % of Stored Material (Columns F on G703)	\$ -
Total Retainage (line 5a + 5b or Total in Column I of G703).....	\$ -

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$ 253,492.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 240,817.40
8. CURRENT PAYMENT DUE.....	\$ 12,674.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	\$ 15,750.00	\$ 11,238.00
TOTAL APPROVED THIS MONTH	\$ 15,750.00	\$ 11,238.00
TOTALS	\$ 15,750.00	\$ 11,238.00
NET CHANGES BY CHANGE ORDER	\$ 4,512.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from Owner, and that current payment shown herein is now due.

CONTRACTOR: Rachel Contracting, Inc
 By: *Rachel Contracting, Inc* Date: 12/4/2017

State of: MN
 County of: Wright
 Described and sworn to before me this 4th day of December, 2017



CERTIFICATE FOR PAYMENT

In accordance with the Contract Document, based on on-site observation and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

CONSTRUCTION MANAGER: _____ Date: _____

By: _____ Date: _____

ARCHITECT: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

203

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 17055.4
 PERIOD BILLING: 11/30/17
 APPLICATION DATE: 12/04/17

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C) Complete	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Demolition Complete	\$248,980.00	\$248,980.00	\$0.00	\$0.00		\$248,980.00	100.00%	\$0.00	\$0.00
2	Change Order 1	\$4,590.00	\$4,590.00	\$0.00	\$0.00		\$4,590.00	100.00%	\$0.00	\$0.00
3	Change Order 2	\$11,160.00	\$11,160.00	\$0.00	\$0.00		\$11,160.00	100.00%	\$0.00	\$0.00
4	Change Order 3	-\$11,238.00	(\$11,238.00)	\$0.00	\$0.00		(\$11,238.00)	100.00%	\$0.00	\$0.00
GRAND TOTALS			\$253,492.00			\$0.00	\$253,492.00	100.00%	\$0.00	\$0.00

Denise Oliphant

From: Barbara Clement
Sent: Monday, April 9, 2018 12:37 PM
To: Denise Oliphant
Cc: Bob Miller
Subject: RE: Treasurer's Certificate

Denise,

Rachel Contracting of St. Michael, MN is in compliance with City Ordinance Chapter 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056



205

AGENDA BILL

Ref: 065

COMMITTEE AGENDA:
COUNCIL AGENDA: 80 (04-17-2018)

SUBJECT: Approve a Resolution to Approve the Offer to Purchase of City-Owned Property Adjacent to 701 Lake Shore Drive East, Zoned Waterfront City Center (W-CC) and Gateway Overlay District (GTWY-O), Parcel #201-01224-0000, to Donna Pearson Maday

RECOMMENDATIONS: Approval

DEPARTMENT OF ORIGIN: Department of Planning & Development

DATE SUBMITTED: 04/05/2018

CLEARANCES: Department of Planning & Development
Plan Commission (*Approved unanimously 04/03/2018*)

EXHIBITS:
A-Proposed Resolution
B-Plan Commission Staff Report, 4-3-2018
C-Public Hearing Comments
D-Maday Offer to Purchase Zoning Map
E-Offer to Purchase

EXPENDITURES REQUIRED: N/A
AMOUNT BUDGETED: N/A
APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:N/A

STATEMENT OF CONFORMANCE WITH COMPREHSNIVE PLAN OF RECORD:

RECOMMENDATION:
Approve the resolution to approve the sale of a portion of city-owned land, Parcel #201-01224-0000, an approximately 0.01 acre portion of the parcel adjacent to 701 Lake Shore Drive East, to Donna Pearson Maday.

SUMMARY STATEMENT:

See attached Staff Report.

RESOLUTION

No. _____

APPROVE A RESOLUTION TO APPROVE THE OFFER TO PURCHASE OF CITY-OWNED PROPERTY ADJACENT TO 701 LAKE SHORE DRIVE EAST, ZONED WATERFRONT CITY CENTER (W-CC) AND GATEWAY OVERLAY DISTRICT (GTWY-O), PARCEL #201-01224-0000, TO DONNA PEARSON MADAY

WHEREAS, Donna Pearson Maday is interested in purchasing an approximately 0.01 acre portion of City-owned land, Parcel #201-01244-0000, located directly adjacent to her property at 701 Lake Shore Drive East; and

WHEREAS, the Plan Commission held a Public Hearing on April 3, 2018, and has recommended approval of the sale per Chapter 478.07, Ashland City Ordinances *Citizen-Initiated Purchase Request*.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland hereby directs that the portion of land be sold to Donna Pearson Maday for one-hundred dollars (\$100) contingent upon the following:

- 1) The property to be purchased shall be surveyed to identify the specific area of land being acquired prior to final sale

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby approves the sale of the described land area to Donna Pearson Maday.

Councilperson

PASSED: April 17, 2018

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

David Siegler, City Attorney

Find yourself next to the water.



City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 www.coawi.org

**DEPARTMENT OF
PLANNING &
DEVELOPMENT**

601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – April 3rd, 2018

Agenda Item # 5a: Public Hearing and Consideration of an Offer to Purchase City-owned property

Applicant: Donna Pearson Maday

Parcel No: 201-01224-0000

Staff Contacts: Megan McBride

Background

Donna Pearson Maday has submitted an offer to purchase City-owned land directly adjacent to her parcel located at 701 Lake Shore Drive E. She is offering \$100 for this approximately 0.01 acre (585 square foot) piece of land, and also requesting that the real estate taxes be prorated through the day prior to the sale closing.

The property in question was acquired by the City from the railroad as part of the overall ore dock land transfer. Per state statutes the City must retain property 33 feet from the centerline of each outermost track of where the railroad existed, and all land in between. Therefore, this 17 foot wide section of land is all that the City is legally able to sell. This proposal has been brought forward through the citizen-initiated land purchase request process for non-essential City-owned land as detailed in Ordinance 478. All required City staff were notified of this purchase request and asked to identify concerns or additional conditions; no comments or concerns were identified.

Review Criteria for Offer to Purchase and Sale of Land:

1. Consistency with the Comprehensive Plan:

The Comprehensive Plan calls for careful disposition of vacant land. This means making financially sound decisions with the land that we own, and ensuring that the highest and best use for the land is achieved. Based on the size and irregularity of this parcel and its location between private property and land the City is legally obligated to retain, incorporating this land into the adjacent parcel to put it back on the tax roll is consistent with the plan.

2. Consistency with the Unified Development Ordinance (U.D.O.):

A. Zoning District: Waterfront City Center (W-CC) and Gateway Overlay

The addition of this land to the existing parcel at 701 Lake Shore Dr E will not impact consistency with standards for the W-CC or Gateway Overlay districts.

B. Compatibility of Proposed Development with Existing Development.

The land will continue to be utilized for residential use as is, with no change resulting that would impact the surrounding property owners or any possible future development by the City for transportation or recreational use.

3. Consideration of Highest and Best Use:

The proposed sale will result in maximum productivity from the site, which has been deemed non-essential to the City of Ashland as it is not generally marketable or beneficial to others based on its size, shape, location, etc. Therefore, allowing this sale to facilitate bringing the property back on the tax roll would promote the highest and best use for this land.

4. Additional Factors, including Compliance with other City Ordinances and State Statutes:

A. The City of Ashland's sale of land shall comply with Ordinance 478: *An Ordinance to Establish the Process for Land Acquisitions and Sales*. A Class 1 Public Hearing notice was issued and property owners within 200 feet were notified of the Public Hearing.

B. The City shall retain the required 66' corridor for potential future transportation or recreational purposes per state statute.

Staff Recommendation:

City staff recommends the APPROVAL of the Offer to Purchase land by Donna Pearson Maday contingent on the following items:

- 1) The property to be purchased shall be surveyed to identify the specific area of land being acquired prior to final sale.
- 2) The property shall be combined with parcel # 201-01221-0000.

As a Public Hearing is scheduled, the Plan Commission should hear all input from the public prior to making a decision.

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

Plan Commission Meeting 4-3-18
Public Hearing Comments*

Public Comment Period (non-agenda items and items not including a public hearing)

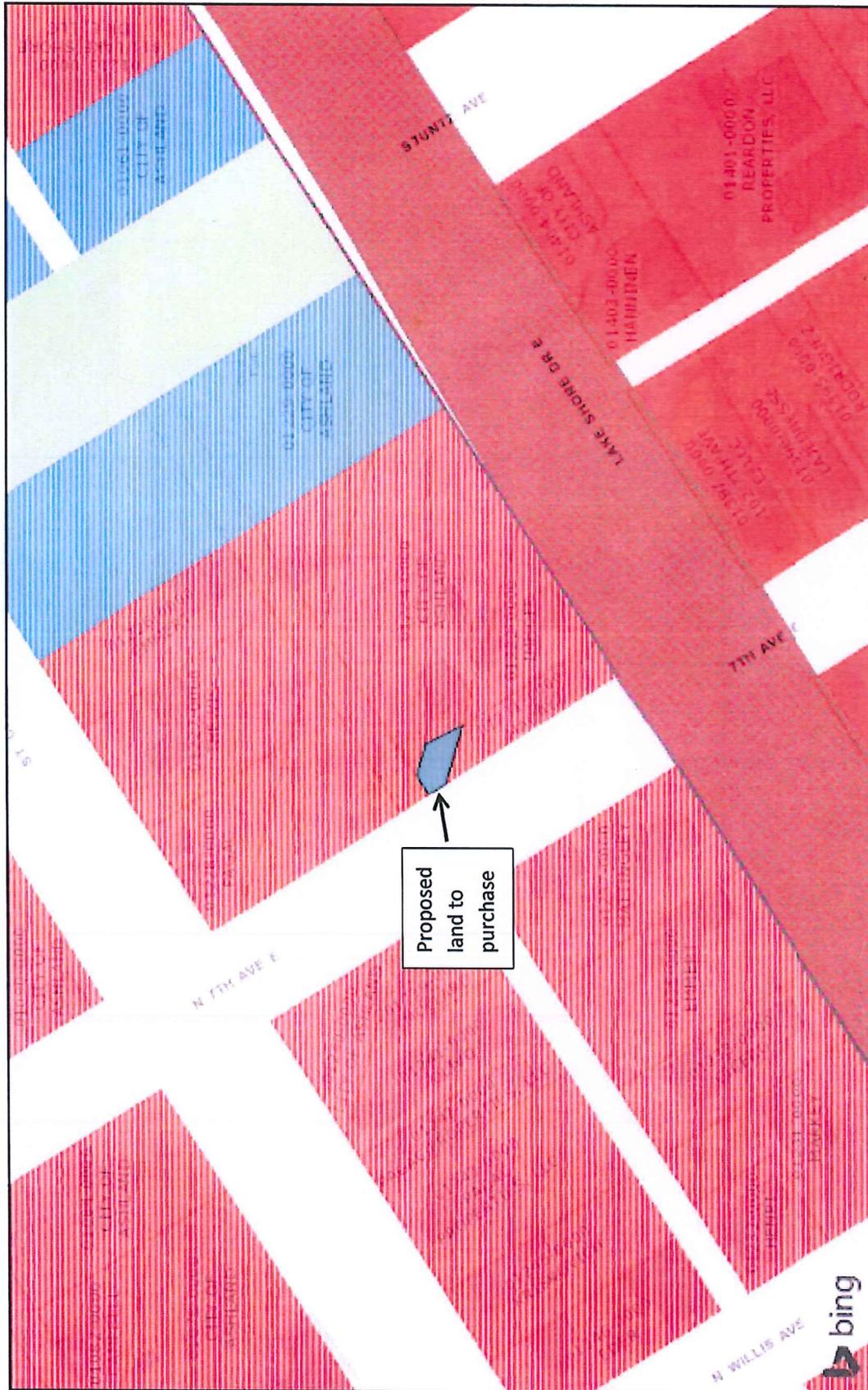
Pete Olson, who assisted with development of the City's Bike Plan, voiced his support for the prioritized Action Plan to direct future implementation efforts.

Public Hearing and Consideration on an offer to purchase a portion of city-owned land adjacent to 701 Lake Shore Drive E

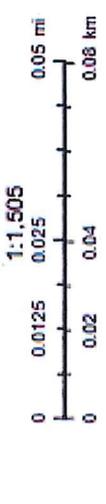
Donna Pearson Maday, the applicant, explained her offer to purchase and spoke in favor of this proposed sale.

**The Public Hearing notice was published with the legally required Class 1 notice, and letters were sent to property owners within 200 feet*

Maday Offer to Purchase Zoning Map



Proposed
land to
purchase



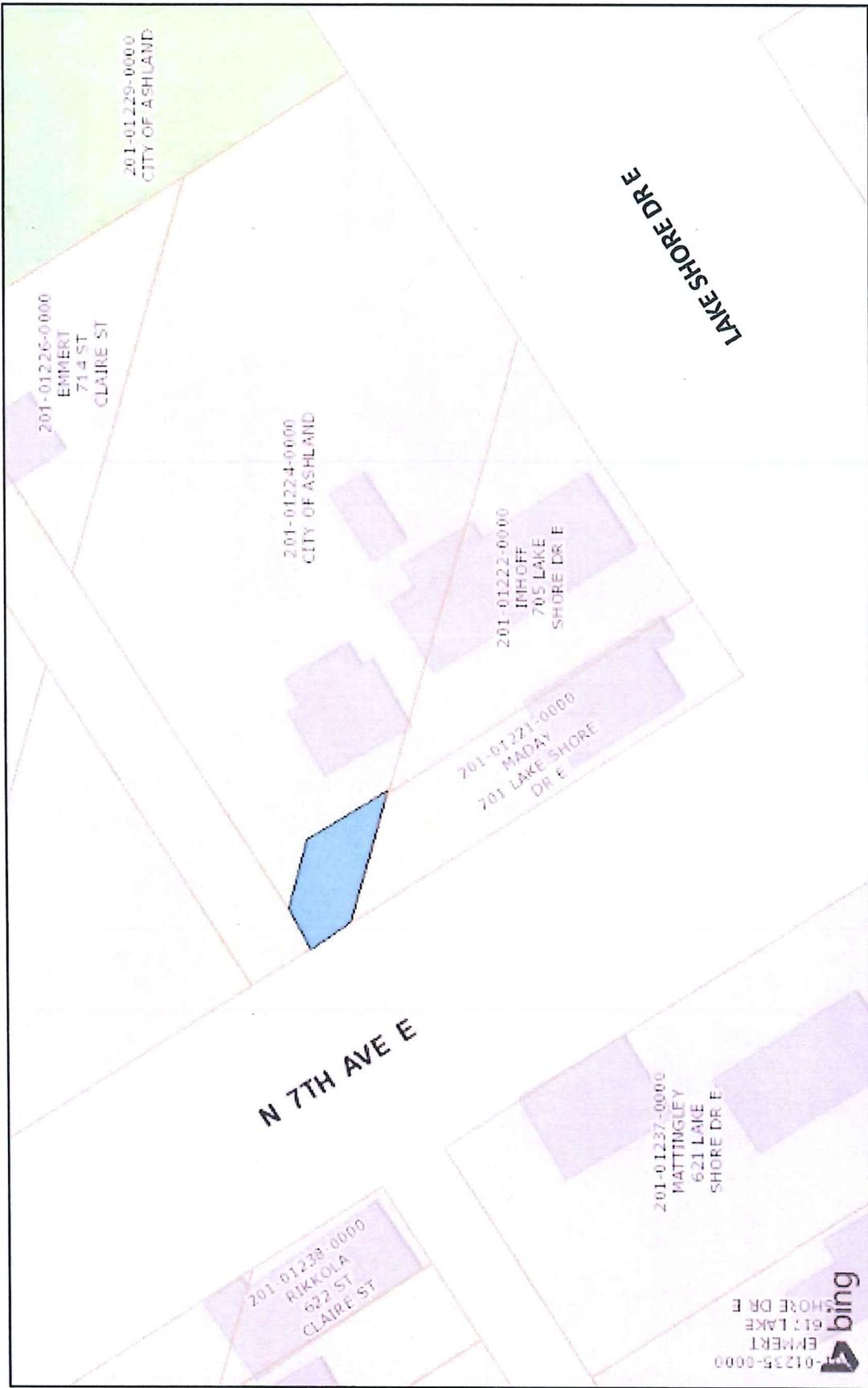
-  Waterfront City Center (W-CC)
-  City Center (CC)
-  Gateway Overlay
-  Waterfront Public/Institutional (W-PI)

March 29, 2018

City of Ashland Public Works Department GIS Division
City of Ashland Public Works and Planning Department

Printed from City of Ashland GIS Web Mapping

Offer to Purchase



March 20, 2018

Parcel Labels

Parcel Mapping

Land Applicant Offered to Purchase



City of Ashland Public Works Department GIS Division
 Sources: Esri, HERE, Garmin, Intermap, iPCorp, GEBCO, USGS

DRM

To: Dept. of Planning & Development

I would like to purchase the portion of City land directly behind my property at 701 East Lakeshore Drive, Ashland, WI.

I am offering \$100.⁰⁰ for the parcel.

I also request if offer is approved, property tax be prorated to the day prior to the sale.

Thank you

Donna Pearson Maday

55189 Corbin Rd

Ashland WI 54806

715 682-4196



213

AGENDA BILL

Ref: 082

COMMITTEE AGENDA:
COUNCIL AGENDA: 8P (04-17-2018)

SUBJECT: Approve the Proposed Amendment to the Development Agreement with Ashland Cobblestone, LLC

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development Department

DATE SUBMITTED: April 10, 2018

CLEARANCES: City Attorney
Mayor

EXHIBITS: Proposed Amendment to the Development Agreement
Development Agreement

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

RECOMMENDED MOTION: Approve the proposed first amendment to the development agreement between the City and Ashland Cobblestone, LLC.

SUMMARY STATEMENT:

The existing development agreement between the City of Ashland and Ashland Cobblestone, LLC identifies a 'Mandatory Project Completion Date' as no later than April 1, 2018, whereby the Developer is to have substantially completed the project. The project experienced some delays and while construction is currently progressing, the project is not near completion as of mid-April, 2018. Per the Developer and Construction Project Manager, the development should be completed in the fall of 2018. The attached proposed First Amendment to the Development Agreement reflects the new mandatory project completion date of no later than November 30, 2018.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT DATED JUNE 15, 2017
BY AND BETWEEN
THE CITY OF ASHLAND AND ASHLAND COBBLESTONE, LLC

The parties hereto, City of Ashland and Ashland Cobblestone, LLC, hereby agree to amend the Development Agreement entered into between them on June 15, 2017, as follows:

1. Section IV, d, (3) is replaced in its entirety by the following language:

IV, d, (3) Mandatory Project Completion Date. The Developer shall have substantially completed the Project no later than November 30, 2018.

Dated this _____ day of _____, 2018.

CITY OF ASHLAND

By:

Attest:

Debra S. Lewis
Mayor

Denise Oliphant
City Clerk

ASHLAND COBBLESTONE, LLC

By:

Mark Gutteter

STATE OF WISCONSIN)
 : ss.
ASHLAND COUNTY)

Personally came before me this ____ day of _____, 2018, Debra S. Lewis, Mayor and Denise Oliphant, City Clerk, of the City of Ashland, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

215

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2018, Mark Gutteter, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

APPROVED AS TO FORM:

David Siegler, City Attorney

**CITY OF ASHLAND DEVELOPMENT AGREEMENT
TAX INCREMENT DISTRICT NO. 10**

By and Between

City of Ashland and Ashland Cobblestone LLC

THIS AGREEMENT, made and entered into this 15th day of June, 2017, at the City of Ashland, Ashland County, Wisconsin, by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, WI 54806 (the "City"); and Ashland Cobblestone LLC, a Wisconsin limited liability company, 4059 Trails End Road, Rhinelander, WI 54501 (the "Developer"),

WITNESSETH:

WHEREAS, the City is proceeding to establish Tax Increment District No. 10 to eliminate blight and rehabilitate and conserve the area included within the District, and to broaden the tax base and relieve the tax burden of residents and homeowners; and

WHEREAS, development incentives attracting new taxable property into the District are allowable project costs under the City's Project Plan for the District; and

WHEREAS, the Developer has proposed the redevelopment of a property within the District and which is currently assessed at a value of \$304,200; and

WHEREAS the proposed redevelopment has a projected assessed value of at least \$4,000,000, or \$3,695,800 more than the current base value of the property; and

WHEREAS, but for the financial support of the project provided under this Agreement, the development would not be economically feasible;

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties agree as follows:

I. DEFINITIONS

(a) **Project Site.** This Agreement applies to construction and improvements in the City of Ashland, Ashland County, Wisconsin, at the particular location specified in the legal descriptions as attached at Appendix A.

(b) **Project.** Developer shall build a four-story hotel including at least 51 units, based on designs developed by Cobblestone Hotels, LLC of Neenah, WI, as modified to provide CSFI as agreed to by the parties. The project shall include demolition of existing structures, and the construction and installation of parking, utilities, landscaping, and all other appurtenances and amenities associated with the construction of the hotel. The general design of the Project, including CSFI, shall comply with the drawings attached as Appendix B, except as modified by mutual agreement of the parties.

(c) **Project Costs.** Project Costs shall be any construction expenses associated with the Project.

(d) **Incentive Payment.** The Incentive Payment is the financial support provided to the Developer under this agreement.

(e) **CSFI.** CSFI means community sensitive façade improvements.

(f) **TID No. 10.** TID No. 10 means the City's Tax Increment District No. 10, to be approved by the City and the statutory Joint Review Board and as may be subsequently amended.

(g) **Tax Increment.** Tax Increment means the total assessed value of the Project Site after the completion of the project, minus the base value of the Project Site of \$304,200.

II. INCENTIVE PAYMENT

(a) Incentive Payment. The City shall provide an Incentive Payment up to eight hundred thousand dollars (\$800,000) toward Project Costs, including an incentive in the amount of one-hundred and fifty thousand dollars (\$150,000) for CSFI, subject to the conditions set forth herein.

(b) First Installment. Upon execution of this Agreement, the City shall provide to the Developer a first installment of the Incentive Payment in the amount of \$250,000.

(c) Second Installment. The City will provide to the Developer a second installment of the Incentive Payment in the amount of \$250,000 within three weeks after the Developer has provided the City with documentation that it has spent \$500,000 of its equity and/or loan funds (excluding the Incentive Payment) on the Project.

(d) Final Installment.

(1) Upon substantial completion of the Project, the City's tax assessor shall determine the assessed value of the Project Site. The Developer shall have the right to appeal the assessed valuation to the City's Board of Review pursuant to chapter 70, Wis. Stats. However, the final installment shall not be made until any appeal to the Board of Review, and any appeal from the Board of Review decision, is concluded. If the Developer does not intend to appeal the assessment, the Developer shall so notify the City and, as a condition of receiving the final installment, shall be bound by such notification.

(2) If the assessed value is \$4,000,000 or greater the City shall make the final installment of the Incentive Payment in the amount of three hundred thousand

dollars (\$300,000) within three weeks of the Developer's verification that it does not intend to appeal the assessment or within three weeks of the final judgment and the conclusion of any appeals on the assessment, whichever comes later.

(3) If the assessed value is less than \$4,000,000 the City shall make the final installment of the Incentive Payment in the amount not to exceed \$300,000, and in such amount which, based on the value as assessed, will allow the total Incentive Payment to be repaid within twelve (12) years from the property taxes levied on the Tax Increment for the Project Site, assuming (A) a total tax rate for each year of the 12 year period equal to or greater than the 2016 tax rate of 25.92 mils, and (B) no reduction in the assessed value of the Project Site during the ten year period.

(e) Non-completion or late completion. If the Project is not completed by the mandatory project completion date as set forth in Sec. IV of this Agreement, the City shall be relieved of all obligation to make any installment payment thereafter.

(f) Payments contingent on Developer financing. The City shall make no payments under this Agreement to the Developer until Developer has provided to the City adequate proof that it has secured sufficient financing to make the Project feasible. As to this project, the City bears the burden of protecting the tax revenue not only of the City but of the other taxing jurisdictions in TID No. 10, and therefore its determination under this subsection as to project feasibility and the security of the Incentive Payment shall be committed to the City's sole and non-appealable discretion.

III. MINIMUM TAX PAYMENT

Following completion of the Project and receipt of the Incentive Payments, Developer agrees to guarantee a minimum annual property tax payment associated with the

Project Site of ninety-five thousand eight hundred and eight dollars (\$95,808) (the “Minimum Tax Payment”) for a period of twelve (12) years. In the event that the amount of property tax payable under Wisconsin Statutes Chs. 70 et. seq. for the Project Site is less than the Minimum Tax Payment for any year within the Minimum Payment Period, Developer shall pay to the City an additional amount (the “Tax Supplement Amount”) such that the sum of the Tax Supplement Amount and the property tax due for that year is equal to the Minimum Tax Payment. Such Tax Supplemental Amount shall be paid to the City no later than the date upon which the real estate tax payment it is associated with is due.

IV. TERM AND TIMING

(a) Agreement contingent on TID No. 10 approval. This Agreement is contingent on the creation of TID No.10 pursuant to approval by all authorities whose approval is statutorily required for such creation. If TID No. 10 fails to win such approval, this Agreement shall be null and void and of no force or effect. Any action taken or expense incurred by the Developer in service of this Project prior to such approval is taken at the Developer’s own risk.

(b) Term. Subject to subsection (c), this Agreement shall terminate and be of no force and effect twelve years after the date of final approval of TID No. 10, or at such time as the Developer has fully repaid the Incentive Payment to the City along with the City’s costs of financing the Incentive Payment, whichever comes later; or such earlier date as TID No. 10 is terminated pursuant to law; or such other date as agreed to in writing by both parties.

(c) Enforcement. The parties may enforce their rights under this Agreement subsequent to the end of the term as provided in subsection (b) above, provided that any

such enforcement complies with all applicable law, including notice requirements and statutes of limitation.

(d) Starting and completion dates.

(1) Mandatory Project Start Date. Developer shall commence substantial structural construction no later than September 1, 2017.

(2) Mandatory Progress. Developer shall proceed with the Project in a diligent and workmanlike manner until completed.

(3) Mandatory Project Completion Date. The Developer shall have substantially completed the Project no later than April 1, 2018.

V. SALE OF PROJECT SITE TO EXEMPT ENTITY

In addition to any other limitation on assignment or sale of the Project Site, if prior to termination of the Agreement, Developer intends to sell, transfer or convey the Project Site, or any part thereof, to any person or entity in any manner which would render the Project Site exempt from property taxation, Developer shall first:

(a) Secure the express written consent of the City, for such sale, transfer or conveyance; and

(b) Subject to approval by the City, make the City whole by either:

(1) Paying any and all remaining balance of the Minimum Tax Payments due under Section III, or

(2) Secure the execution of a Payment in Lieu of Taxes Agreement between the proposed purchaser and the City to insure that annual payments to the City continue for the purpose of paying any and all remaining balance of the Minimum Tax Payments.

VI. USE OF PROJECT SITE

(a) Compliance with Building Codes. The Project Site and all development thereon shall be used in conformance with federal, state, and local zoning, building, fire safety, health, and environmental statutes, regulations, and ordinances.

(b) Submission of Plans. No building or improvement shall be undertaken or erected, placed, or altered on any lot within the Project Site until the plans for such building or improvement, including the site plan, landscape plan, and building plan and specifications have been approved by the City of Ashland. The City shall promptly review and approve, approve conditionally, or disapprove such plans with respect to conformity with the restrictions set forth in the City of Ashland Unified Development Ordinance (UDO) and other enactments of the City, and with respect to the harmony of external design and land use as it affects property within and adjacent to the Project Site.

(c) Architectural Control and Appearance. All site plans and building permits shall be submitted to the City of Ashland Planning and Development Department as required by the City of Ashland UDO, for review and prior approval. It is the intent of this provision that all structures constructed in the Project Site shall be designed, constructed, and maintained in such a manner as to provide aesthetically pleasing and harmonious overall development of the subject property and the TID No. 10. All faces of the building and improvements must be kept in good repair and appearance at all times. All buildings must be of approved construction in conformance with all federal, state, and local building codes. Developer shall comply with all requirements of the City of Ashland UDO, including but not limited to landscaping, screening, setbacks, square footage, parking requirements, green space, and lighting.

(d) Exterior Signage. All exterior signage and advertising shall be in full compliance with the sign ordinance of the City of Ashland in effect at the time of initial erection or modification of exterior signage.

(e) Drainage Control. The Project Site shall be developed and used in such a way that it causes no flooding, erosion, or sedimentation of adjacent properties. All runoff shall be properly channeled into a storm drain, water course, storage area, rain garden, or other storm water management facility in conformance with all federal, state, and local statutes, regulations and ordinances.

(f) Nuisance Control. No operation, process, manufacturing, or building use in the Project Site shall produce or create excessive noise, lights, odors, smoke, dust, gas, vibration, heat, industrial waste, toxic matter, or other excessive measurable external nuisance in violation of any ordinance or zoning requirement of the City of Ashland or applicable federal or state statute or regulation.

(g) Insurance. Developer shall maintain insurance for builder's loss, and for fire and casualty with minimum limits of liability as follows. (1) From the start of construction to the calculation of the Minimum Tax Payment, an amount no less than the total Incentive Payment paid to the Developer. (2) Upon calculation of the Minimum Tax Payment, an amount no less than the outstanding sum of the Minimum Tax Payments due to the City under Section III. The City shall be named an additional insured. No such insurance shall be cancelled without 30 days prior notice to the City. A certificate of insurance demonstrating compliance with this subsection shall be submitted to the City prior to the start of construction. Developer shall provide subsequent certificates to the City on an annual basis. If at any time there is a lapse in insurance

coverage as provided herein, the City may, but is not required to, obtain insurance for its interest in the Project Site, and shall charge the cost thereof to the Developer. Unless Developer and the City agree in writing to the contrary, insurance proceeds shall be applied to the restoration or repair of the property damaged.

VII. COVENANTS RUN WITH THE LAND

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective assigns and successors in interest to the real property which makes up the Project Site.

VIII. MISCELLANEOUS

(a) Time is of the Essence. Time is of the essence as to all dates and deadlines set forth in this Agreement.

(b) Applicable Law; Rules of Construction. The Developer shall comply with all applicable local, state, and federal law. This Agreement shall be interpreted and applied in accordance with the laws of the State of Wisconsin. The words "herein" and "hereof" and words of similar import without reference to any particular section, subsection, or clause, refer to this Agreement as a whole rather than any particular portion of this Agreement hereof. References in this Agreement to any particular section, subsection, or clause hereof are to the section, subsection, or clause of this Agreement, and are for convenience only and in no way define, limit or describe the scope or interest of this Agreement, and are not part of this Agreement. Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the use of any gender shall include all other genders.

(c) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and Developer and their respective successors and assigns.

(d) **Severability.** In the event any provision in this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

(e) **Entire Agreement; Amendment, Changes, and Modifications.** This Agreement, together with the appendices referred to herein, constitutes the entire agreement of the parties. This Agreement may only be amended or any of its terms modified by the mutual written agreement of the parties.

(f) **Further Assurances and Corrective Instrument.** The City and Developer agree that they will, from time to time, execute, acknowledge, deliver, or cause to be executed, acknowledged, or delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

(g) **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of these shall be an original and all of which constitute one and the same instrument.

(h) **Enforced Delay.** No party shall be considered in breach or default of this obligation in the event of enforceable delay in the performance of such obligations due to unforeseeable causes beyond its control, and without its fault or negligence including, but not restricted to, acts of God, acts of public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, strike, embargoes, and unusually severe weather or delays of subcontractors due to such causes, and it being the purpose and intent of this

provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of the parties shall be extended for the period of the enforced delay as determined by the other party, provided that the party seeking the benefit of the enforced delay shall have first notified the other parties thereof, and the cause or causes thereof, and requested an extension of the period of the enforced delay.

(i) No Third Party Right or Cause of Action. Nothing contained herein shall be interpreted or construed to create any third party right or cause of action by or on behalf of any person not a party hereto.

(j) Notices. Any notices which must or may be delivered under this Agreement, shall be delivered as follows, unless a different address is provide in writing to the other party:

A. To the City: City Administrator, Ashland City Hall, 601 Main Street West, Ashland, WI 54806.

B. To the Developer: Mark Gutteter, Ashland Cobblestone LLC, 808 West Main Street, Ashland, WI 54806.

(k) Nondiscrimination. Developer agrees not to discriminate against any employee or applicant for employment on any basis prohibited by Wisconsin or federal law and further agrees that the Project and no part thereof thereof shall be sold to, leased, or used by any party in any manner to permit discrimination or restriction on any basis prohibited by Wisconsin or federal law and further that the construction of the Project and operation of the Project shall be in compliance with all federal and state statutes, regulations, and ordinances, prohibiting discrimination.

(l) **Cooperation with Grants.** If necessary, Developer shall work with and cooperate with the City in providing data and information necessary for the City to comply with the provisions or requirements in connection with any state or federal grants or other funding applicable to and benefiting the Project.

IX. SECURITY

(a) **Lien.** Developer shall grant to the City a second mortgage on the Project Site subordinate only to the Developer’s primary lender. The amount of the lien shall be equal to the Incentive Payment. The City shall release the security following receipt of all Minimum Tax Payments as required under Section III.

(b) **Personal guarantee.** Mark Gutteter and Tim Eldrege individually, and their successors, heirs, and assigns, shall each guarantee and be personally, jointly, and severely liable for the performance of the Developer’s obligation hereunder.

X. DEFAULT PROVISIONS

(a) **Notice of Default.** In the event either party is in default hereunder (the “Defaulting Party”), the other party (the “Non-defaulting Party”) shall be entitled to take any action allowed by applicable law by virtue of said default, provided that the Non-defaulting Party first gives the Defaulting Party written notice describing the nature of the default, what action, if any, is deemed necessary to cure the same, and specifying a time period or not less than thirty (30) days in which the default may be cured by the Defaulting Party.

(b) **Remedies Upon Developer’s Default.** In the event Developer defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to subsection (a), then the City without prejudice to any other

rights or remedies afforded to the City by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof, or may claim against the security provided in Section IX of this Agreement, or may sue for damages.

(c) Remedies Upon City's Default. In the event City defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to subsection (a), then the Developer without prejudice to any other rights or remedies afforded to the Developer, by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof, or may sue for damages, provided the Developer complies with all notice statutes and statutes of limitation.

(d) Venue. The venue for the resolution of any dispute that cannot be resolved between the parties shall be the Circuit Court for Ashland County, Wisconsin.

ASHLAND COBBLESTONE LLC

By:



Mark Gutteter
Member

Date: 6/13

GUARANTORS:



Mark Gutteter

Date: 6/13



Tim Eldrege

Date: 6/6/17

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF ASHLAND)

This instrument was acknowledged before me on June 15, 2017,
by Debra Lewis and Denise Oliphant, as Mayor and City Clerk, respectively, of the City of
Ashland.

Patti Ekstrom

Notary Public, State of Wisconsin
My commission expires: 6/14/19

Approved as to form:

David J. Siegler

David J. Siegler
City Attorney

This instrument drafted by:
Siegler Law Office, S.C.
Attorney David J. Siegler
State Bar No. 1004475

404 West Main Street
P.O. Box 89
Ashland WI 54806
715-682-6442



231

AGENDA BILL

Ref: 081

COMMITTEE AGENDA:
COUNCIL AGENDA: 8Q (04-17-2018)

SUBJECT: Approve the Proposed Amendment to the Development Agreement with Apostle Investments, LLC, dba Culvers

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development Department

DATE SUBMITTED: April 10, 2018

CLEARANCES: City Attorney
Mayor

EXHIBITS: A-Proposed Second Amendment to the Development Agreement
B-Construction Items, Scheduling, and Estimated Building Permit Valuation

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

RECOMMENDED MOTION: Approve the proposed amendment to the development agreement between the City and Apostle Investments, LLC, dba Culvers.

SUMMARY STATEMENT:

Project Background: The existing development agreement between the City of Ashland and Apostle Investment, LLC, dba Culvers, identified a completion date of December 31, 2017 for the Pedestrian Infrastructure (new sidewalk in the right-of-way along Lake Shore Drive East). During 2017, the property east of Culvers was being developed for the new St. Luke's Chequamegon Clinic. The Clinic project also needed to include the installation of pedestrian infrastructure/sidewalk. As such, the owner of Apostle Investments, LLC (Joshua Clark) reached out to the Project Manager of the clinic site to see if the two could partner on the sidewalk installation. The two parties worked out an

arrangement in July, 2017 to have the sidewalk installed along the frontage of both properties. However, at the end of October 2017, the sidewalk was installed for the clinic property, but not for the Culvers property.

Mr. Clark reached out right away to indicate that something had fallen through/gotten missed and the sidewalk wasn't installed. At that point, it was too late in the year to get a contractor to complete the installation along his property frontage. Mr. Clark then worked on getting the sidewalk installation lined up for 2018, and in late January, 2018, contracted with Dykstra Construction to complete the work. The project is set to be completed in the spring/early summer of 2018. Staff believes Mr. Clark had made every effort to complete the pedestrian infrastructure by the original deadline date, however, due to some miscommunication, it was not completed and he worked quickly to get the project scheduled as early as possible for completion in 2018.

The attached Second Amendment to the Development Agreement reflects the new completion date for the pedestrian infrastructure of July 31, 2018.

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT DATED APRIL 13, 2015
BY AND BETWEEN
THE CITY OF ASHLAND AND APOSTLE INVESTMENT, LLC, d/b/a CULVER'S RESTAURANT**

The parties hereto, City of Ashland and Apostle Investment, LLC, d/b/a Culver's Restaurant, hereby agree to amend the Development Agreement entered into between them on April 13, 2015, and subsequently amended on October 11, 2016, as follows:

- 1. Exhibit D is revised as attached hereto.**

Dated this _____ day of _____, 2018.

CITY OF ASHLAND

By:

Attest:

Debra S. Lewis
Mayor

Denise Oliphant
City Clerk

APOSTLE INVESTMENT, LLC

By:

Joshua Clark

STATE OF WISCONSIN)
 : ss.
ASHLAND COUNTY)

Personally came before me this ____ day of _____, 2018, Debra S. Lewis, Mayor and Denise Oliphant, City Clerk, of the City of Ashland, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2018, Joshua Clark, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

APPROVED AS TO FORM:

David Siegler, City Attorney

Exhibit D

Construction Items, Scheduling, and Estimated Building Permit Valuation

ITEMS TO BE CONSTRUCTED WITH TIF FUNDS AND COMPLETION DATE

	Item	Estimated Cost	Completion Date
1	Lakeshore Patio	\$80,000	December 31, 2016
2	Pedestrian Infrastructure	\$18,000	July 31, 2018
3	Utilities	\$67,000	December 31, 2015
4	Paving	\$35,000	December 31, 2015
	TOTAL	\$200,000	

The entire Development Project, with the exception of Items #1 and #2 above (Lakeshore Patio and Pedestrian Infrastructure along Lake Shore Drive) are to be completed by December 31, 2016, and July 31, 2018, respectively.

Estimated Building Permit Valuation

Estimated Project Valuation is \$1,250,000 as shown on the accompanying October 22, 2014 city of Ashland Building Permit Application.



AGENDA BILL

Ref: 084

COMMITTEE AGENDA:
COUNCIL AGENDA: 8R (04-17-2018)

SUBJECT: Approve an Agreement Between the City of Ashland and Ashland School District Regarding Removal of a Median Strip from Beaser Avenue, Including New Street Design

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development Department

DATE SUBMITTED: April 10, 2018

CLEARANCES: Public Works Director
Mayor
City Attorney

EXHIBITS: A-Proposed Agreement "Beaser Avenue Median Removal"
B-Request letters from the Ashland School District, Wisconsin Indianhead Technical College, and Memorial Medical Center
C-Excerpt from City of Ashland Bike Plan

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approve the agreement with the Ashland School District for the removal of a median strip from Beaser Avenue, including new street design.

SUMMARY STATEMENT:

Please see the attached request dated February, 2018 from Dr. Keith Hilts, Superintendent of the School District of Ashland, and related letters of support from Memorial Medical Center and WITC. Over the past few months, City staff from the Planning & Development and Public Works Departments met with Dr. Hilts, other School District staff, and the school's engineers/consultants from Rettler Corporation, to discuss the proposed project and design alternatives. The City's Police Department has also been made aware of the proposed street redesign in this location and is supportive of the proposed project. Also, the City's recently adopted Bike Plan recommends the removal of the Beaser Avenue medians, in addition to installation of painted bike lanes along the roadway to successfully achieve a safe bicycle network in this location.

**AGREEMENT
BEASER AVENUE MEDIAN REMOVAL**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, at Ashland, Wisconsin, by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, Wisconsin, 54806 (“City”) and the Ashland School District, a Wisconsin public school district, 2000 Beaser Avenue, Wisconsin, 54806 (“School District”).

RECITALS

WHEREAS, the School District has identified traffic problems associated with the median strip located in Beaser Avenue, in front of Ashland High School; and

WHEREAS, the School District has requested that the City remove the median strip at the expense of the School District; and

WHEREAS, WITC and Memorial Medical Center both support the removal of the median strip;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the partners agree as follows:

1. Construction. The parties agree that the City will provide full project control of the median removal project (the “project”), including the marking of a left turn lane in the area currently occupied by the median strip. The project will be designed by the Ashland School District or its agents and approved by the City, and construction will be performed by the City’s contractor or contractors. The project design shall be for a two-way left turn lane, as depicted on Exhibit A.

2. City’s commitments. The City shall approve the project design, conduct bidding for the project, and award and administer the contract or contracts for the project.

3. WisDOT permits. The City shall be the liaison with WisDOT and shall apply for and obtain all required WisDOT permits, if any, for the project.

4. Cost contribution by the School District. The School District shall pay all costs of the project, including design, construction, and administration costs. Administration costs will be billed at the total hourly cost to the City for the time involved by the particular staff, plus costs such as copies, postage, field work and the like. Upon award of the construction contract, the City shall invoice the School District for the project costs, which shall equal the construction contract costs, based on the construction contract price, plus administration costs to date. The School District shall pay the full amount of the invoice to the City within 30 days of the mailing

or emailing of the invoice. Any additional construction and administration costs shall be invoiced to the School District and shall be paid by the School District within 30 days.

5. Default/Remedies

(a) **Events of Default.** An Event of Default is any of the following:

(i) The failure by the School District to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed when and as required under this Agreement, in either case within thirty (30) days after written notice to the School District of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if the School District commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default;

(ii) The failure by the City to observe or perform other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within thirty (30) days after written notice to the City of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if the City commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default; or

(iii) The School District becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

(b) **Remedies on Default.** Whenever an Event of Default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

(a) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement. The non-defaulting party shall have the right to take over the work of the defaulting party so that the relevant work may be completed at the cost of the defaulting party;

(b) Any other remedy allowed at law or in equity or by statute.

(c) **No Remedy Exclusive.** No remedy or right conferred upon or reserved to the parties in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and

remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(d) No Implied Waiver. In the event any covenant contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6. Assignment. No assignment of any rights or obligations under this Agreement shall be made without the written consent of the other party.

7. Amendments. The City and the School District may only amend or modify this Agreement by written agreement duly authorized and signed by the City and the School District.

8. Conflicts of Interest. No member of the governing body or other official of the City or the School District shall have any financial interest, direct or indirect, in this Agreement, or the projects, or any contract, agreement, or other transaction contemplated to occur or be undertaken hereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

9. Headings. Descriptive heading are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Ashland
601 Main Street West
Ashland, WI 54806
Attn: City Administrator

To School District: Ashland School District.
2000 Beaser Avenue
Ashland, WI 54806
Attn: Superintendent

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the third business day

after the date when deposited in the United States mail with sufficient postage to effect such delivery.

11. Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the School District and the City with respect to the matters set forth herein.

12. Governing Law and Venue. This Agreement shall be construed in accordance with the law of the State of Wisconsin. The venue for any dispute which cannot be amicably resolved shall be the Circuit Court for Ashland County, Wisconsin.

13. Cooperation. The City and the School District agree to cooperate in the reasonable prosecution of applications made by any party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions and projects contemplated by this Agreement. The City and the School District each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

CITY OF ASHLAND

By:

Debra S. Lewis
Mayor

Denise Oliphant
City Clerk

Approved:

Approved as to form:

Barb Clement, Treasurer/Comptroller

David Siegler, City Attorney

ASHLAND SCHOOL DISTRICT

By:

Dr. Keith Hilts
Superintendent

School District of Ashland

KEITH W. HILTS, *Ph.D., Superintendent*
BONNIE L. STEGMANN, *Business Manager*

HEIDI STRICKER, *Director of Curriculum / Instruction*
AMANDA POPOVICH, *Director of Pupil Services*

February, 2018

Dear City Administrator, Mayor and City Council:

I am writing this letter to request your support for the removal of a center median from Beaser Avenue in front of Ashland High School. While the median previously represented a minor disruption to traffic flow, after the removal of the left turn lane, the disruption is more significant and safety concerns have arisen. Since the installations we have had accidents that have resulted in traffic being re-routed through the AHS driveway in the opposite direction during peak traffic hours. Also, emergency vehicles have been delayed trying to access the hospital from the North along Beaser Avenue.

After an inquiry to the planning department it was recommended to have a joint meeting with planning, public works and our Director of Buildings and Grounds. At the conclusion of the meetings it was requested that we provide a site rendering of the proposed changes that we are requesting. This was completed by Rettler Corporation.

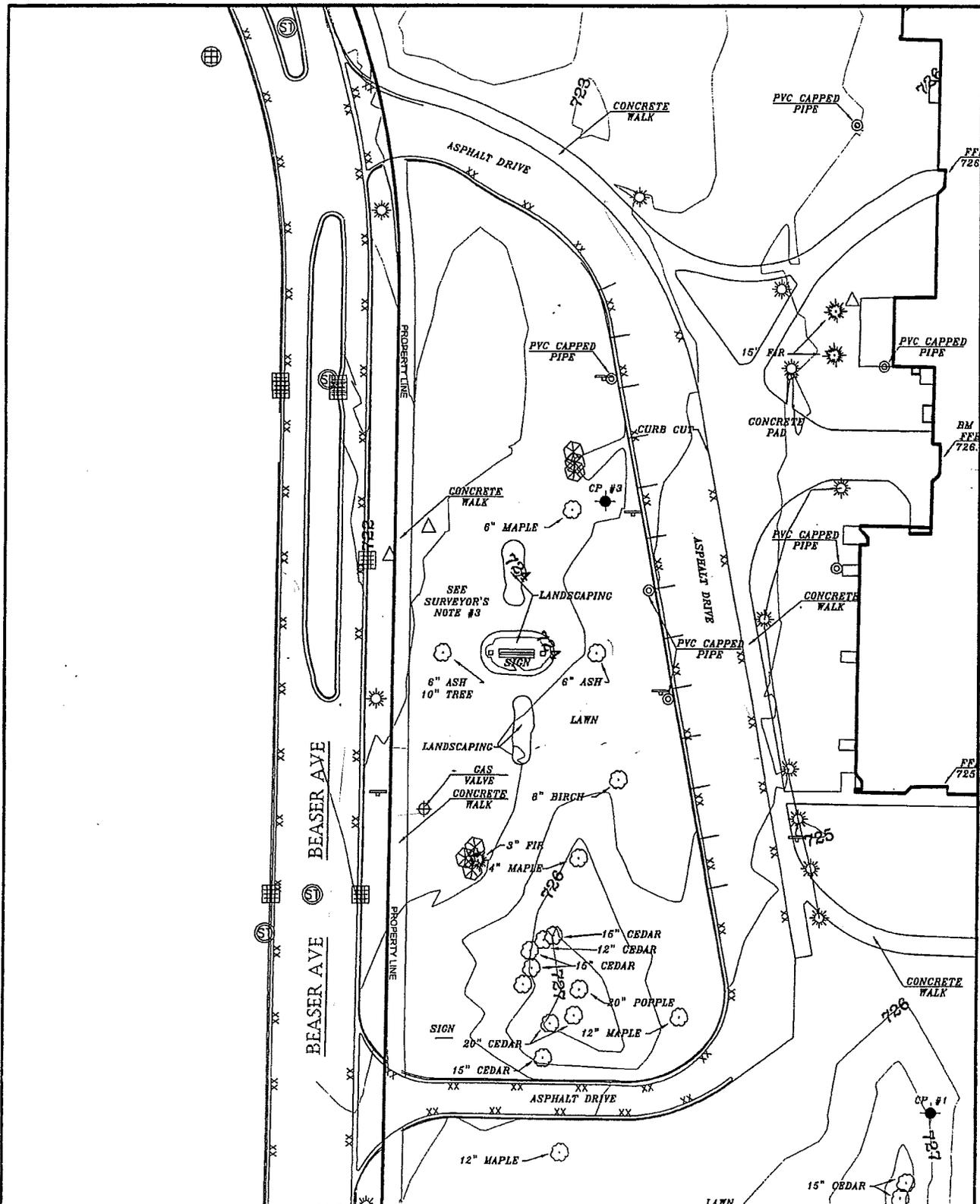
Please review the attached Exhibits. Looking at Exhibit 1, the diagram representing Beaser Avenue in the preconstruction state, the left turn lane allowed left-turning traffic to move out of the way allowing pass through traffic from North to South to continue to flow. Exhibit 2 represents Beaser Avenue after the construction showing the left turn lane removed. This change caused left-turning traffic from the North to block through traffic causing significant traffic delays. Further, this caused safety concerns and contributed to the traffic accident mentioned earlier in this letter. Exhibit 3 displays our proposed solution to this problem; removing the center median completely and creating a new left-turn lane.

In discussing the situation with our neighbors, Memorial Medical Center and WITC, they support the change in order to improve traffic flow for their staff and clientele. Please see their attached letters of support. Beginning this Spring, community members will begin using the newly constructed field house, adding to the traffic flow situation.

In summary, I request the approval of our request to remove the center median from Beaser Avenue in front of Ashland High School. I thank you for your consideration.

Sincerely,

Dr. Keith Hilts
Superintendent
School District of Ashland



RETTLER
corporation

3317 Business Park Drive, Stevens Point, WI 54482
Telephones: 715 - 341 - 2633, Fax: 715 - 341 - 0431
email: info@rettlr.com, website: www.rettler.com

ASHLAND HIGH SCHOOL
REDEVELOPMENT PROJECT
EXISTING CONDITIONS 2016

ASHLAND, WI

Project No.:	16.048
Date:	1.25.18
Scale:	1" = 60'
EXHIBIT #1	

244



WISCONSIN
INDIANHEAD
TECHNICAL
COLLEGE

Ashland

RiceLake

Hayward

Ashland Campus

February 22, 2018

To Whom it May Concern:

I fully support the request from the Ashland School District to replace the existing island in Beaser avenue in the front of the high school with a two-way left turn lane. The plan that the school district is proposing will improve the flow of traffic and be much safer, especially during the morning hours.

I am hopeful that the plan will be approved because it will benefit not only students, parents and staff of Ashland High school but also the students and staff at WITC.

Sincerely,

Steve Bitzer
Ashland Campus Administrator and Vice President of Student Affairs

WITC-Ashland
2100 Beaser Avenue
Ashland WI 54806

715.682.4591
Fax: 715.682.8040
TTY: 711
800.243.WITC

witc.edu
WITC is an Equal Opportunity/
Access/Affirmative Action/Veterans/
Disability Employer and Educator.

245



Memorial Medical Center

Right here in the place we love.

February 22, 2018

To Whom it May Concern:

I fully support the request from the Ashland School District to replace the existing island in Beaser Avenue in the front of the high school with a two-way left turn lane. The plan that the school district is proposing will improve the flow of traffic and be much safer, especially during the morning hours.

I am hopeful that the plan will be approved because it will benefit not only the students, parents and staff of Ashland High school, students and staff at WTC, but will also benefit staff and visitors of Memorial Medical Center.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jason T. Douglas".

Jason T. Douglas, MHA, FACHE
CEO

kw

246
Excerpt from City of Ashland Bike Plan
Approved 2017

Recommended Streets

North-South Routes:

Beaser Avenue: Beaser Avenue is vital to the success of a comprehensive bicycling network in Ashland. It is so important because it connects Ashland High school, Ashland Elementary School, Wisconsin Indianhead Technical College, and the Memorial Medical Center to the surrounding neighborhoods as well as providing easy access to Main Street and the lakefront. Making Beaser more bicycle friendly would provide greater opportunities for both students and working professionals to commute by bicycle. Additionally, Beaser connects to the preexisting bike lanes on Binsfield Road linking to the Lakefront Trail via the Beaser Avenue bike route.

In order to make Beaser safer for cycling it would be advantageous to add bike lanes on both sides of the street. Bike lanes would need to be painted alongside the designated parking on both the southbound and northbound lanes. Beaser is 44ft wide; a 13ft allowance for parking lane and bike lane combined would leave 9ft wide driving lanes. The recommended width for parking lanes and striped bike lanes is 13ft but the City might want to consider a 12ft combined parking and bike lane on Beaser which would allow for 10ft wide driving lanes^{iv}.

For bike lanes to span the full distance of Beaser, the medians in front of the high school and hospital would need to be removed. These medians were intended to slow traffic by narrowing the roadway. Without the medians, the narrowing of the traffic lanes to 10ft to accommodate bike lanes would provide natural traffic calming, encouraging drivers to slowdown.

Sanborn Avenue: Sanborn Avenue would benefit from adding bike lanes from Maple Lane to Lakeshore Drive. Sanborn would create a new bicycle loop in Ashland that would increase access to the hospital, high school, elementary school and Wisconsin Indianhead Technical College. It would be utilized by both commuters and recreational riders.

9th Avenue West: 9th Avenue West would be designated as a bike Boulevard. It would serve to connect the Safe Routes to School trails for Ashland High School and Ashland Elementary School to the surrounding neighborhoods. It would run from the Safe Routes to School trails to Lake Shore Drive, where bicyclists could meet the Waterfront Trail. With Bike Boulevards established, bicyclists would be able to use the full lane because traffic in residential areas is



AGENDA BILL

Ref: 076

COMMITTEE AGENDA:
COUNCIL AGENDA: 8S (04/17/2018)

SUBJECT: Review and Possible Action of Chapter 28, Ashland City Ordinances, Duties and Responsibilities of City Administrator, to Ratify Chapter 28 and Begin the Recruitment Process in Preparation for the Replacement of the City Administrator

RECOMMENDATIONS: Ratify Chapter 28, Ashland City Ordinances, and Begin the Recruitment Process

DEPARTMENT OF ORIGIN: Mayor's Office

DATE SUBMITTED: April 9, 2018

CLEARANCES: Mayor
Human Resources Director

EXHIBITS: A-Chapter 28, Ashland City Ordinances
B- Wis. Stats. 62.09(8) Mayor
C- Wis. Stats. 62.11 Common Council
D-Background of the Ashland CAO Position
E-Questionnaire: Competencies Desired and Priorities Identified

EXPENDITURES REQUIRED: Unknown

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The City Administrator position is currently vacant following the resignation of Mary Garness effective April 3, 2018. The Council needs to begin planning for the recruitment of the Administrator's replacement.

At the March 27, 2018, City Council meeting, Kinney moved, Mettelle seconded a motion to approve direction of the recruitment process to fill the City Administrator position to take place in-house by the Human Resources Director. The motion carried 7-3 by voice vote; opposed were Williamson, Pufall and Ketring.

Further, Ketring moved, Williamson seconded a motion to review and discuss Chapter 28, Ashland City Ordinances, in reference to the duties and responsibilities of the City Administrator prior to the advertising and hiring of a City Administrator. Doersch offered an amendment to complete the review of Chapter 28 within one meeting. Pufall seconded, Ketring did not accept the amendment. The motion failed 1-9 by voice vote. The motion as made by Ketring carried 9-1 by voice vote; Doersch opposed.

The Council needs to decide in a timely manner whether Chapter 28, Ashland City Ordinances, Duties and Responsibilities of City Administrator, should be amended at this time. The Ordinance was originally adopted in 1994 when the first City Administrator was hired and has been amended since that time to reflect the real life complex realities of a modern city government, requiring frequent judgment calls on the nuts and bolts management of the daily business of providing city services to residents.

The concern of the previous Council regarding the job description for the City Administrator appears to revolve around defining the chain of command in reference to day to day activities of city government. By state statute, the Mayor is the Chief Executive Officer for the City and has a statutory duty to "take care that city ordinances and state laws are observed and enforced and that all city officers and employees discharge their duties." Wis. Stats. 62.09(8)(a). The City Administrator position was created to address the complexity and professionalism required for the nuts and bolts daily management of the city and, therefore, reports to the Mayor.

Alderspersons are the individual members of the Common Council. Alderspersons in Ashland are elected from 11 Wards. The Common Council is made up of Alderspersons and the Mayor. In contrast to other city officers, the statutes do not provide a list of duties for Alderspersons. Copies of the related state statutes are included for your review and should assist in understanding the duties and responsibilities of the Mayor and the Council.

Operation of any organization depends on an effective chain of command. The ultimate decision concerning policy in the City of Ashland rests with the City Council and Mayor. Issues or questions that arise in the day to day operations of the City or any aspect of an employee's job, opinions or suggestions must be directed through the chain of command for timeliness and orderliness reasons.

Recommendation: The previous City of Ashland Council has voted to fill the Administrator vacancy without the assistance of an outside recruiter. The City's current Mayor and Human Resources Director recommend that recruiting for the current vacancy of the Administrator's position should commence immediately using the existing Chapter 28 as a job description and the task be undertaken in-house as previously directed.

CHAPTER 28. DUTIES AND RESPONSIBILITIES OF CITY ADMINISTRATOR.

28.01. Office of the City Administrator. In order to provide the City of Ashland with a more efficient, effective, and responsible government under a system of a mayor and common council (hereinafter referred to as “council”) at a time when city government is becoming increasingly complex, there is hereby created the Office of City Administrator for the City of Ashland (hereinafter referred to as “administrator”).

28.02. Appointment, Term of Office and Removal. The administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the council. The administrator shall hold office for an indefinite term subject to removal at any time by a two-thirds vote of the council. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the Municipal Code of the City of Ashland.

28.03. Functions and Duties. The administrator, subject to the limitations defined in resolutions and ordinances of the City of Ashland and Wisconsin State Statutes, shall be the chief administrative officer of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Ashland, and the resolutions and directives of the council. The administrator shall be responsible to and be under the supervision of the mayor on a day-to-day basis. Any dispute between the mayor and administrator shall be resolved by the decision of the council which resolution shall be final and binding. The powers and duties of the administrator are set forth in sections 28.04 through 28.07.

28.04. General Duties.

(a) Implementation. Carry out directives of the mayor and council which require administrative implementation, reporting promptly to the mayor and council any difficulties encountered therein;

(b) Day-to-Day Operations. Be responsible for the administration of all day-to-day operations of the city government including the monitoring of all city ordinances, resolutions, council meeting minutes and state statutes;

(c) Strategic Plan. Annually after the spring general election, the Administrator and Council shall jointly develop a strategic plan outlining the goals and objectives to be accomplished by the resources of City government for the following budget year. The strategic plan, to be reviewed and adopted by the Council by May 15th annually, shall serve as guidance for the allocation of municipal resources during the following fiscal year. The strategic plan shall:

- (1) Take into account the City’s planning documents of record;
- (2) Consider the results of the most recent surveys of community residents;
- (3) Consider the resources of the City available for implementation; and
- (4) Reflect on the capacity of staff to implement.

(d) Efficiency. Establish when necessary administrative procedures to increase the effectiveness and

efficiency of city government according to current practices in local government, not inconsistent with paragraph 3 above or directives of the mayor and council;

(e) Non-Voting Board Member. Serve as ex-officio nonvoting member of all boards, commissions and committees of the city, except as specified by the council or Wisconsin State Statutes;

(f) Keeping Informed. Keep informed concerning current federal, state, and county legislation and administrative rules affecting the city and submit appropriate reports and recommendations thereon to the council;

(g) Coordinate Funding. Coordinate initiatives to secure federal, state, county or private funds for local programs. Assist department heads and the council in obtaining these funds under the direction of the mayor and the council;

(h) Representation. Represent the city in matters involving legislative and intergovernmental affairs as authorized and directed as to that representation by the mayor and council;

(i) Public Information Officer. Act as public information officer for the city with the responsibility of assuring that the news media are kept informed about the operations of the city and that all open meeting rules and regulations are followed;

(j) Communication. Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to assure that all such matters are expeditiously resolved;

(k) City Projects. Coordinate and ensure development of city projects such as the Waterfront Development Plan and Comprehensive Plan;

(l) Leadership. Contribute to and be a vital part of the leadership team that is charged with developing Ashland's future;

(m) Goals and Objectives. Promote the economic well-being and growth of the City of Ashland through public and private sector cooperation, coordinate the development and acceptance of city-wide goals and objectives. Ensure that achievement plans are created and successfully implemented for these goals and objectives;

(n) Promoting Economic Development. Work in conjunction with appropriate commercial, industrial and citizen representatives to define the role of the city in promoting the economic development well-being of Ashland.

28.05. Responsibilities to the City Council.

(a) Meetings. Attend all meetings of the council, assisting the mayor and the council as required in the performance of their duties;

(b) Agendas. In coordination with the mayor, the council, and the clerk, ensure that appropriate agendas are prepared for all meetings of the council, all council committees, and all other appropriate

committees and commissions of the city, together with such supporting material as may be required; with nothing herein being construed as to give the administrator authority to limit or in any way prevent matters from being considered by the council, or any of its committees and commissions;

(c) Ordinance and Resolution Preparation. Assist in the preparation of ordinances and resolutions as requested by the mayor or the council, or as needed;

(d) Reporting to Council. Keep the mayor and council regularly informed about the activities of the administrator's office by oral or written report at regular and special meetings of the council;

(e) Directives. In the event that action normally requiring council approval is necessary at a time when the council cannot meet, the administrator shall receive directives from the mayor

28.06. Personnel.

(a) Supervising. Be responsible for the administrative direction, supervision, and coordination of all employees of the city according to the established organization procedures;

(b) Department Heads. Recommend to the mayor the appointment, promotion, and when necessary for the good of the city, the suspension or termination of department heads;

(c) Personnel. In consultation with the appropriate department head, be responsible for the appointment, promotion, and when necessary for the good of the city, the suspension or termination of employees below the department head level;

(d) Evaluations. Coordinate with the personnel officer for the city to see that complete and current personnel records, including specific job descriptions, for all city employees are kept; evaluate the performance of department heads on a regular basis; assure that employees below the department head level are evaluated by their supervisor(s) on a regular basis; recommend salary and wage scales for city employees not covered by collective bargaining agreements; develop and enforce high standards of performance by city employees; assure that city employees have proper working conditions; work closely with department heads to promptly resolve personnel problems or grievances;

(e) Negotiations. Assist in labor contract negotiations and collective bargaining issues;

(f) Employee Training. Work closely with department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and act as the approving authority for requests by employees to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.

28.07. Budgeting and Purchasing.

(a) Preparation of Budget. Be responsible for the preparation of the annual city budget, in accordance with guidelines as may be provided by the city council and the mayor and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and the council;

(b) Administering Budget. Administer the budget as adopted by the council;

(c) Fiscal Reporting. Report regularly to the council on the current fiscal position of the city;

(d) Accounting System. Supervise the accounting system of the city and ensure that the system employs methods in accordance with current professional accounting practices;

(e) Purchasing. Serve as the purchasing agent for the city, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures established by the council and any limitation contained in the Wisconsin State Statutes;

28.08. Cooperation. All officials and employees of the city shall cooperate with and assist the administrator so that the city government shall function effectively and efficiently.

28.09. Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the Council of the City of Ashland would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid; and if any provisions of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

ADOPTED: 28 (1313) 3/15/1994

AMENDMENTS: 28 (1627) 3/28/2006; 28 (1805) 4/16/2013; 28 (1829) 7/29/2014

Wisconsin State Statute 62.09(8)
Mayor

254

(8) MAYOR.

- (a) The mayor shall be the chief executive officer. The mayor shall take care that city ordinances and state laws are observed and enforced and that all city officers and employees discharge their duties.
- (b) The mayor shall from time to time give the council such information and recommend such measures as the mayor may deem advantageous to the city. When present the mayor shall preside at the meetings of the council.
- (c) The mayor shall have the veto power as to all acts of the council, except such as to which it is expressly or by necessary implication otherwise provided. All such acts shall be submitted to the mayor by the clerk and shall be in force upon approval evidenced by the mayor's signature, or upon failing to approve or disapprove within 5 days, which fact shall be certified thereon by the clerk. If the mayor disapproves the mayor's objections shall be filed with the clerk, who shall present them to the council at its next meeting. A two-thirds vote of all the members of the council shall then make the act effective notwithstanding the objections of the mayor.
- (d) Except in cities that have adopted s. [62.13 \(6\)](#), the mayor shall be the head of the fire and police departments, and where there is no board of police and fire commissioners shall appoint all police officers, and the mayor may, in any city, appoint security personnel to serve without pay, and in case of riot or other emergency, appoint as many special police officers as may be necessary.
- (e) The council at its first meeting subsequent to the regular election and qualification of new members, shall after organization, choose from its members a president, who, in the absence of the mayor, shall preside at meetings of the council, and during the absence or inability of the mayor shall have the power and duties of the mayor, except that the president shall not have power to approve an act of the council which the mayor has disapproved by filing objections with the clerk. The president shall when so officiating be styled "Acting Mayor".

**Wisconsin State Statute 62.11
Common Council**

255

62.11 Common council.

- (1) HOW CONSTITUTED. The mayor and alderpersons shall be the common council. The mayor shall not be counted in determining whether a quorum is present at a meeting, but may vote in case of a tie. When the mayor does vote in case of a tie the mayor's vote shall be counted in determining whether a sufficient number of the council has voted favorably or unfavorably on any measure.
- (2) TIME OF MEETING. The council shall meet at least once a month, and on the first Tuesday unless a different day be fixed by the council. More frequent regular meetings may be established by the council. The mayor may call a special meeting by notifying members in a manner likely to give each member notice of the meeting and providing the notice at least 6 hours before the meeting. Following a regular city election the new council shall first meet on the 3rd Tuesday of April.
- (3) PROCEDURE.
 - (a) The council shall be the judge of the election and qualification of its members, may compel their attendance, and may fine or expel for neglect of duty.
 - (b) Two-thirds of the members shall be a quorum, except that in cities having not more than 5 alderpersons a majority shall be a quorum. A less number may compel the attendance of absent members and adjourn. A majority of all the members shall be necessary to a confirmation. In case of a tie the mayor shall have a casting vote as in other cases.
 - (c) Meetings shall be open to the public; and the council may punish by fine members or other persons present for disorderly behavior.
 - (d) The ayes and noes may be required by any member. On confirmation and on the adoption of any measure assessing or levying taxes, appropriating or disbursing money, or creating any liability or charge against the city or any fund thereof, the vote shall be by ayes and noes. All aye and nay votes shall be recorded in the journal.
 - (e) The council shall in all other respects determine the rules of its procedure.
 - (f) The style of all ordinances shall be: "The common council of the city of do ordain as follows".

Background of the Ashland CAO Position

The City has had at least six chief appointed officials in its history. The first CAO of the community was hired by the Council in 1948 when the City adopted the "Council – Manager" form of government. I understand that the City had at least two managers during that period, Jim O'Leary and Harlow Richardson. Unfortunately, the manager era ended in 1955 after a referendum to change the form of government back to the "mayor-council" form was approved. Ironically, very little is noted in the minutes about the city managers who worked for the City.

Since 1994 when the City adopted what has become commonly referred to as the "Weak Mayor – Administrator" form of government, four administrators have worked for the City. Three administrators were external hires and one, Brian Knapp, was promoted from within. Mike Screnock, the City's Finance Director during the last year of the Tony Murphy reign, was offered the administrator position when Tony Murphy resigned. Screnock declined leading to the outside hiring of David Frasher.

The City had a very successful period during the tenure of Tony Murphy. Although many folks in town have varying opinions about his policies and community relationships, things got done with the team of Murphy as administrator and Lowell Miller as mayor. Accomplishments from the period include the expansion of the business park, creation of the enterprise center, retaining of Larson-Jewell as a community employer, and construction of the Bretting Center among many other initiatives. The City found attributes in Murphy that appear to have served the City well.

Although some may be disappointed with the brevity of stay of the City's administrators, the length of stay in Ashland is about average according to statewide and national surveys. There are any number of reasons for an individual's relatively short occupancy in the office. Some councils hire CAO's as "hired guns" to essentially turn the organization upside down. When the comfort level and popularity of the person in the position declines because the CAO is either successful, or unsuccessful, in the mission the Council assigned, the manager/administrator will move on.

Some communities fill the position with the intent of acquiring a caretaker that will not disrupt the status quo. While such a situation may be satisfying for a period of time, most CAOs will become dissatisfied with the lack of challenge such assignments provide.

Some administrators/managers will use the position as a stepping stone to gain experience before moving to a community with more responsibility or a larger salary.

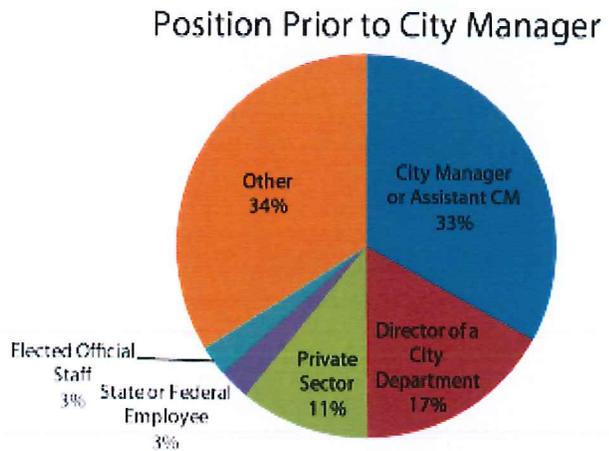
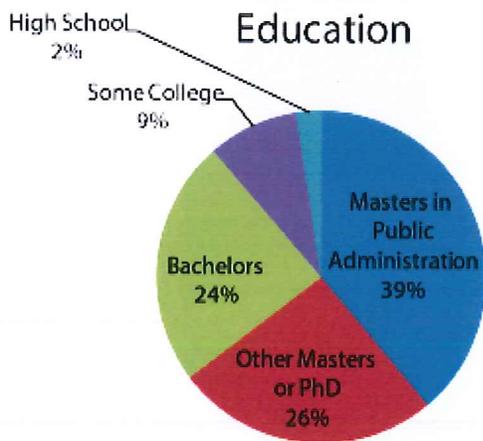
Some CAOs are just not good matches suggesting to one party or the other that the cord should be cut to let everyone start over.

According to a 2011 survey conducted by ICMA, city administrators/managers have an average tenure of 7.3 years in any given community. Although the longevity of managers is increasing nationally, the average stay of an administrator in Wisconsin has been about 7 years for most of the last two decades. Ashland's experience has varied. The City's first administrator in recent times, Tony Murphy, stayed at the post the longest – the average 7 years. The three administrators' since then have stayed for fewer years as noted on the table below:

Ashland City Administrators/Managers			
Jim O'Leary	City Manager	1948 – 1955	Two managers over a period of 8 years
Harlow Richardson	City Manager		
Tony Murphy	City Administrator	1994 – 2001	7 years
David Frazier	City Administrator	2001 – 2006	5 years
Brian Knapp	City Administrator	2006 – 2009	3 years
Pete Mann	City Administrator	2009 – 2014	5 years
Mary Garness	City Administrator	2015-2018	3 years

According to 2012 ICMA surveys:

- Average time in current position: 7.3 years
- Average amount of government management experience: 20 years
- When City Managers are fired or feel pressure to resign, 36% of the time, it is because of a “personality conflict” with the Mayor.



(~2,000 of 8,856 municipalities and counties responding)

Ashland City Administrator Recruitment, April 2018 Competencies Desired and Priorities Identified

(Please return to the City Clerk by April 20, 2018)

Importance		
High	Medium	Low

GENERAL

1.	Relevant Education			
2.	Local Government Experience			
3.	Non-Governmental Work Experience			

SKILL SET AND/OR PAST PERFORMANCE

1.	Council Relations			
2.	Administrative Ability			
3.	Written & Oral Communication Skills			
4.	Presentation Skills			
5.	Financial Acumen			
6.	Operation of TIF Districts			
7.	Labor Relations/Collective Bargaining			
8.	Community Relations/Community Engagement			
9.	Media Relations			
10.	Intergovernmental Relations			
11.	Building Internal/Staff Relationships			
12.	Innovative Leadership			
13.	Record of Major Achievements			
14.	Emergency/Disaster Planning			
15.	Risk Taker			
16.	Knowledgeable in use of Information Technology			
17.	Balancing of Critical Responsibilities			
18.	Results Oriented			
19.	Creative Visionary			
20.	Collaborative Skills			
21.	Visibility in Community			
22.	Satisfaction with Status Quo			
23.	Inspires Confidence			
24.	Assertiveness in Decision Making			
25.	Enthusiasm for Community			
26.	Flexibility			

SPECIALIZED EXPERTISE

1.	Engineering/ Construction Knowledge			
2.	Utility Management			
3.	Park/Recreation Management			
4.	Economic Development			
5.	Accounting/Finance			

To help guide the recruitment process, please answer the following question:

What three priorities does Ashland need the City Administrator to focus on in the next year?

1.

2.

3.

Find yourself next to the water.

A S H L A N D

W I S C O N S I N

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

MEMO

To:	Common Council	From:	Sara Hudson – Parks and Recreation Director
Cc:	Mayor Lewis Bill Brose, SmithGroupJJR	Date:	4/17/18
		Re:	City Dock Design & Engin. Services Proposals

On February 13, 2018, the Ashland Common Council voted unanimously to approve a grant from Wisconsin Coastal Management (“WCM”) for \$80,000 (\$10,000 City Match + \$70,000 WCM Grant Award) to create design and engineering plans to fix the failing City Dock at Bayview Park. Per state statute and City Ordinance, a Request for Proposals (RFP) was created and a solicitation of qualified firms was done. The City received two proposals for this project, both coming in under the awarded grant amount.

Following the guidelines in the RFP, a selection committee composed. The proposals were reviewed by Sara Hudson; Parks and Recreation Director, and Dan Maderich, City Civil engineering Tech. With the absence of a City Administrator, the Mayor felt it was okay to have the above two people review the proposals and recommend a qualified firm.

A rubric, with key elements from the RFP, was created to “grade” each proposal. The Selection Committee met, reviewed each proposal, filled out the rubric and is recommending the contract be awarded to SmithGroupJJR/Westbrook.

As seen on the rubric, SmithGroupJJR/Westbrook scored better on their approach to answering the questions proposed in the rubric and the Selection Committee felt that they took the extra step in bringing up such issues as the Lake Superior seiche and water levels, public use of the dock, aesthetics of the area, public safety, and public education/input on the final design.

This recommendation also complies with City Ordinance 194 and State Statute 62.15. SmithGroupJJR/Westbook is the low bidder, even with using a percentage of the estimated final cost of construction for the project. Example: if the repair cost is estimated to be \$750,000, 5% would be \$37,500. \$25,000 (base bid) + \$37,500 (5% of \$750,000 estimate cost to fix) = \$62,500.

It is recommended that City Council move to approve entering into a contract with SmithGroupJJR/Westbook for design and engineering documents for the City Dock at the proposed investigation rate and no more than 5% of the anticipated construction cost or \$750,000.

Find yourself next to the water.

A S H L A N D

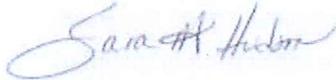
W I S C O N S I N

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

The City has a successful history of working with SmithGroupJJR/Westbrook on waterfront projects. They performed the initial assessment of the City Dock in 2006/2007, assisted the City in developing the Waterfront Development plan in 2002, in 2016 they created the Ashland Ore Dock Redevelopment Concept Plan, and are currently under contract with the City for the Ashland Ore Dock Redevelopment and Maslowski Beach Redesign and Green Infrastructure Project.

If you have any questions about this recommendation, the project, or proposal please feel free to contact me.

Respectfully,



Sara H. Hudson, Director
City of Ashland Parks and Recreation
shudson@coawi.org
7158.685.1644



City of Ashland

REQUEST FOR PROPOSALS

RFP #18-02

CITY DOCK REPAIR AND ENGINEERING SERVICES

March 12, 2018

The City of Ashland, Wisconsin will be receiving proposals for the above noted project until 4 PM, Friday, March 30, 2018. Proposals must be submitted in sealed envelopes clearly identifying the request for proposal title. **No faxed or electronic proposals will be accepted.** Proposal Documents can be found on the Ashland City website at www.coawi.org

Mail or Deliver Proposals to:

City of Ashland
Parks and Recreation Department
400 4th Ave W
Ashland, Wisconsin 54806

The City of Ashland reserves the right to reject any and all proposals not judged to be in the best interest of the City.

Mary Garness
City Administrator

Questions or further information on this RFP may be directed to:

Sara Hudson
Director Parks and Recreation
Bretting Community Center
400 4th Ave W
Ashland, WI 54806
715.682.7059
shudson@coawi.org

**REQUEST FOR PROPOSALS
CITY DOCK REPAIR AND ENGINEERING SERVICES
RFP #18-02**

Date of Request: March 12, 2018

Project Title: CITY DOCK REPAIR AND ENGINEERING SERVICES

Submittal Due: 4 PM Local Time, Friday, March 30, 2018. There will not be a public opening for this RFP.

Late Proposals: Any proposal received by the City after the exact time and date specified will not be considered. Proposers are responsible to assure delivery prior to the deadline. Do not assume that a guarantee by a mailing service will ensure that the proposal is received by the deadline.

Required Submittal: Two (2) bound copies and One (1) digital copy in PDF format of the proposal and are to be submitted for evaluation by the City in accordance with the instructions in Section D (Submittal Requirements). No faxed or electronic submittals will be accepted. Qualification requirements and fee proposals shall be sealed in separate envelopes. The qualification proposal shall be labeled on the outside "*City of Ashland City Dock Repair and Engineering Services.*" The fee proposal shall be labeled on the outside "*City Dock Repair and Engineering Services.*" Each envelope shall be marked on the outside with the name and address of the RFP Respondent. RFPs are to be submitted as a sealed package to:

City of Ashland
Parks and Recreation Department
400 4th Ave W
Ashland, Wisconsin 54806

Withdrawal of Proposals: Proposals may be withdrawn by written notice received at any time prior to the proposal closing date and time. Proposals may also be withdrawn in person by an officer or by a representative of the firm, provided that the representative signs a receipt for return of the proposal.

Contact Person: Sara Hudson
Director Parks and Recreation
Bretting Community Center
400 4th Ave W
Ashland, WI 54806
715.682.7059
shudson@coawi.org

Inquiries: Questions/clarifications regarding this RFP must be in writing and sent via the U.S. Mail, Fax, or e-mail to the Parks and Recreation Director up to three (3) days before the proposal is due. After this date questions involving the content or intent of the proposal will not be answered. All questions will be responded to in writing, provided to all parties requesting an RFP for which the City has contact information, and treated as an addendum to the proposal packet.

Proposer Responsibility: Interested proposers have the responsibility of understanding what is required by this solicitation. The City shall not be held responsible for any firm's lack of understanding. The City makes no representations as to the conditions of the project site and no employee or any other representative of the City of Ashland has authority to make any oral or written representations about this project.

Non-Discrimination Statement: The City of Ashland does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

Right to Reject Proposals and Negotiate Contract Terms: The contract may be awarded to the most responsible firm whose proposal will be, on an overall basis, the most advantageous to the City of Ashland. Qualifications, experience, performance, and cost factors will be considered as elements of a responsible proposal at the sole discretion of the City of Ashland. Cost alone shall not be the determining factor. The City's decision shall be final and not subject to recourse by any firm, person, or corporation. The City of Ashland reserves the right to reject any and all proposals and/or waive non-substantive deficiencies. No contract shall be in effect until the City executes a signed contract agreement.

Lobbying: Vendors are not to contact the Ashland Fire Department, members of the Ashland Common Council, Mayor, other elected and appointed officials, the review committee, or the architect during the RFP process. **Any lobbying by vendors during the RFP process will result in disqualification from the project.**

Proposal Costs: The City shall not be liable for any costs incurred to prepare or submit a proposal for this project.

PROJECT DESCRIPTION, OVERVIEW & BACKGROUND

PROJECT DESCRIPTION: The City of Ashland (City) is requesting proposals from qualified firms who have experience in coastal and marine engineering and able to provide professional design and engineering services for the failing City Dock in Ashland, WI. The project is funded by the City of Ashland and through a grant by the Wisconsin Coastal Management Program.

OVERVIEW & PROJECT BACKGROUND: The City of Ashland wishes to improve public safety and stop degradation of the area known as City Dock, located on the western most edge of Bayview Park. The project is intended to be completed in two phases: 1) Creation of design and engineering document for repairing City Dock 2) Implementation of the project. This RFP is for only phase 1 of the project.

City Dock was the site of the Reis Coal Dock #1 and is located on the western half of Bayview Park in the City of Ashland. It was built 1886 and ran until the mid-1960's. City Dock, as it is now called, is where

coal ships would land for unloading the coal. A hoist system was on land to haul the coal from the ship to coal yard, where it would wait until railcars took the coal to the next destination.

The City took ownership of this property in the 1970's and called it City Dock. Throughout the years, small depression/"sink holes" would be found along the dock edge approximately 11' in from the lakeshore. City crew members would fill these "sink holes" with granular material making it safe for the public to continue to use. Then in 2005, with low water levels, these depressions become more prevalent and the City questioned the structural integrity of the dock. In 2006, the City contracted with JJR, LLC to perform a structural investigation of the dock (attached). JJR performed investigative digs along the surface and also sent divers into the water to explore the underwater structure of the dock. This inspection showed that the outside edge of the dock is made of pilings supporting a concrete "L" structure. Parts of the Dock have horizontal backing the hold fill in place; other areas (where the sink holes are occurring) do not have any backing. Only large armor stone sits between the fill and the lake. This inspection stated that the dock was structurally safe but more investigations would be needed to determine how the dock was built and how to fix the sink-hole problem.

This Request for Proposals is to create a design and engineering plans to fix the failing City Dock.

Per the grant agreement, this project has to be complete by June 30, 2018, with a final report by August 30, 2018.

The tentative project schedule includes:

- April 2018 Selection of Qualified Firm
- May 2018 Ice Out, Site Visits, Investigations, initial design
- June 2018 Final Design and Engineering
- July 2018 Project Close Out
- August 2018 Final Report due to Wisconsin Coastal Management

SCOPE OF PROJECT

The City of Ashland has issued this Request for Proposals to complete the following tasks.

Task #1 - Review and Assessment of the 2007 Documents:

The Selected firm will review the 2007 "City Dock Investigation" Report prepared by JJR. This document is included in the proposal. This document explains how the undermining of the dock is happening, but does not come up with a conclusion to fix the failing City Dock.

Task #2 – Development of a Design to Fix the Failing City Dock

Based on the review and assessment of documents, the selected firm will develop a conceptual plan based on existing conditions, water levels, public safety, aesthetics, usage, maintenance and operation. Items to be addressed in the design may include, but are not limited to, the following:

1. Public Education
2. Low maintenance
3. Continued usage by the Public, and
4. Design facilities compliant with Wisconsin Administrative Codes

Task #3 - Construction Documents

The Selected firm will be responsible for the following:

1. Preparation of bid and construction documents.
2. Construction budget and bid estimate.
3. Preparation of the appropriate local, state and national permits to successfully move forward and complete the project.

Final Report.

- Preparation of Final Report encompassing the information noted in Task #1.
- Presentation of a draft report in a public forum as determined by the City.
- Update draft report based on community input to create the Final Report
- Presentation of Final Report to the City Council for Approval

PROPOSAL & SELECTION PROCESS

PROPOSAL: The evaluation and selection of a qualified engineering firm and the contract will be based on the information submitted in the vendor’s proposal, references, and any required oral presentations. A response may be rejected if it fails to meet each of the requirements of the RFP.

The City of Ashland is not liable for any cost incurred by the proposers in replying to this RFP or in the proposer attending an interview session.

The proposal shall be divided into separate volumes and provided in the number of copies specified in this RFP. Vendors are hereby notified that the content of electronic copies of the proposal must be identical to the hard copy proposal submitted in response to this RFP. The City of Ashland is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

SELECTION PROCESS

A. Schedule

- | | |
|-------------------|--|
| • March 16, 2018 | RFP Document Made Available |
| • March 30 , 2018 | Proposals Due |
| • April 4, 2018 | Initial Review of Proposals and Invitations for Interviews |
| • April 17, 2018 | Potential City Council Approval of A&E Firm |

B. Method of Selection

1. An initial screening of the proposals will be conducted to establish a short list of qualified Engineering Firms. The short list will be provided in alphabetical order without any ranking whatsoever.
2. The Selection Committee will consist of City Administration, Interim Public Works Director (or designee), and Parks and Recreation Director.

In addition to the material included in the RFP and information which may be requested by the Committee, the short-listed firms shall be prepared to discuss the following in their interview:

- The Firm's experiences in dock design and engineering;
 - The Firm's past record for disputes, claims, litigation and terminations resulting out of professional services over the last ten years; and,
 - The Firm's approach to management of the project based on its understanding of the contract.
3. The following selection criteria will be the basis for Firm selection:
 - a. Professional qualification necessary for satisfactory performance of required services;
 - b. Demonstrated expertise on recent projects of this magnitude and complexity;
 - c. Specialized experience and technical competence,
 - d. Knowledge of the general geographical area of the project;
 - e. Capacity to accomplish the work in the required time;
 - f. Past performance on contract in terms of cost control, quality of work and compliance with performance schedules; and
 - g. Fee structure/value.

DELIVERABLES.

- One (1) copies of the Final Report and one (1) PDF file of Final Report;
- Copies of all photos and videos taken in fulfillment of this RFP. *(Note: All photos and videos shall be given to the City. The City reserves the right to use these photographs and videos as required for future reference or projects).*
- Copies of Field Inspection Notes.

Proposal Requirements: Proposals that do not address the items listed in this Request for Proposals may be considered incomplete and may be deemed non-responsive by the City of Ashland at its sole discretion. It is the responsibility of the consultants submitting proposals to determine the actual efforts required to complete the project. Proposals shall include the following:

- 1) A brief description of the firm including its experience and the experience of key staff members with similar projects. Brief resumes of the project manager and key technical personnel assigned to the project. Include what portion of the project each person would be working on.

- 2) Provide a list of relevant projects undertaken, designed by or under the direction of the individual or consultant submitting the proposal. Provide the names, addresses, phone numbers of three client references.
- 3) Describe your understanding of the project, the proposed work plan and the schedule intended to be followed in order to complete all deliverables by June 30, 2018.

Fee Rate Schedule:

- 1) Provide an exact statement of the services to be provided within the fee proposal and provide a fee schedule to be used in billing for service deliverables.
- 2) Provide the total cost based on the fee schedule for the billing of services.
- 3) Provide a schedule of the hourly rate of employees working on this project and out of pocket expenses.

Evaluation and Selection Process: The City of Ashland will evaluate proposal and make a decision for award based on the following criteria:

- 1) Qualifications and Experience of the Project Manager and key technical personnel as based on the submittal proposal and knowledge of the consultant. The Project Manager is the person actually leading and coordinating the project.
- 2) Ability to Meet Design Schedule as committed to by the contractor in its response to this Request for Proposals.
- 3) Scope of Work. Evidence that the consultant expresses a clear understanding of the scope of work and that the proposal contains all information requested in the Request for Proposals.
- 4) Fee Proposal. Fee proposals will cover all services as outlined in the Request for Proposals and the submitted proposal.

Rights Reserved by the City of Ashland: This Request for Proposals does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals in anticipation of a contract.

The City of Ashland reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals without prejudice
- Issue subsequent Requests for Proposal
- Postpone opening for its own convenience
- Remedy technical errors in the Request of Proposal process
- Approve or disapprove the use of particular sub-consultants
- Negotiate with any, all, or none of the Proposers
- Solicit best and final offers from all or some of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposal
- Request clarification of the information submitted
- Request additional information

Inquiries: Questions regarding this RFP must be in writing and sent via the U.S. Mail or e-mail to Sara

Hudson (shudson@coawi.org) up to three (3) days before the proposal is due. After this date questions involving the content or intent of the proposal will not be answered. All questions will be responded to in writing, provided to all parties requesting an RFP for which the City has contact information, and treated as an addendum to the proposal packet.

Proposer Responsibility: Interested proposers have the responsibility of understanding what is required by this solicitation. The City shall not be held responsible for any firm's lack of understanding. This solicitation contains a brief description of the project site. The City makes no representations as to the conditions of the project site and no employee or any other representative of the City of Ashland has authority to make any oral or written representations as to the conditions of the project site.

Proposers are responsible to assure delivery prior to the deadline. Do not assume that a guarantee by a mailing service will ensure that the proposal is received by the deadline.

Contract. No contract shall be in effect until the City executes a signed contract agreement.

City Dock Repair and Engineering Services RFP #18-02

RFP Rubric

Each firm is graded on a their ability, as stated in their Proposal, to accomplish the items in *Task 1, Task 2, Proposal Requirements, and Fee Rate Schedule* of the RFP . Please grade each firm with a 1, 2 or 3. 1 = Did not meet, 2 = Somewhat met deliverables, 3 = Meet or exceeded deliverables

	FIRMS:	<u>Stantec/C&S</u>	<u>SmithGroupJJR/</u>
		<u>Design</u>	<u>Westbrook</u>
			\$25,000.00 + 5%
	Proposal Costs	\$ 67,400.00	est. constr. Cost*

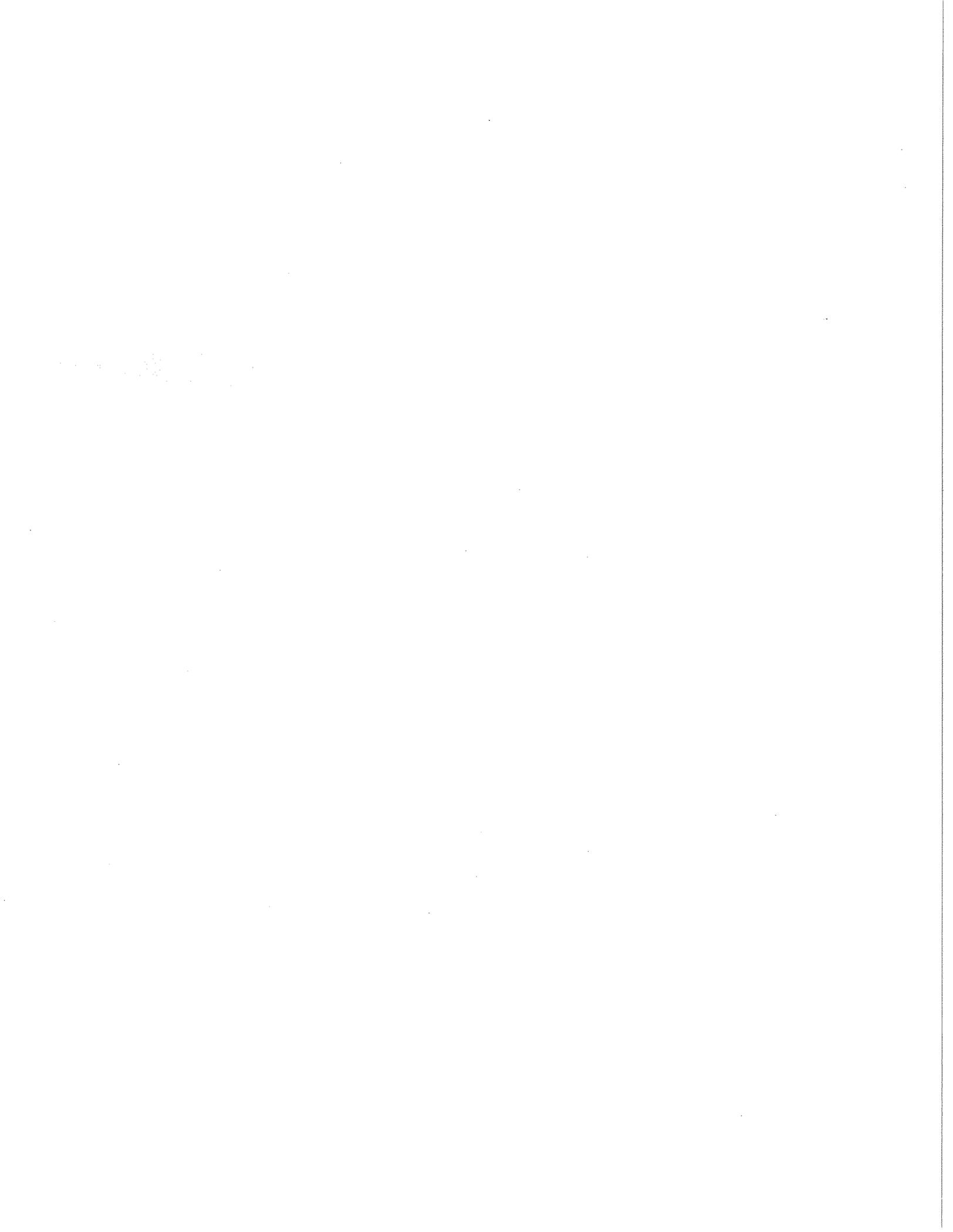
Scope of Project

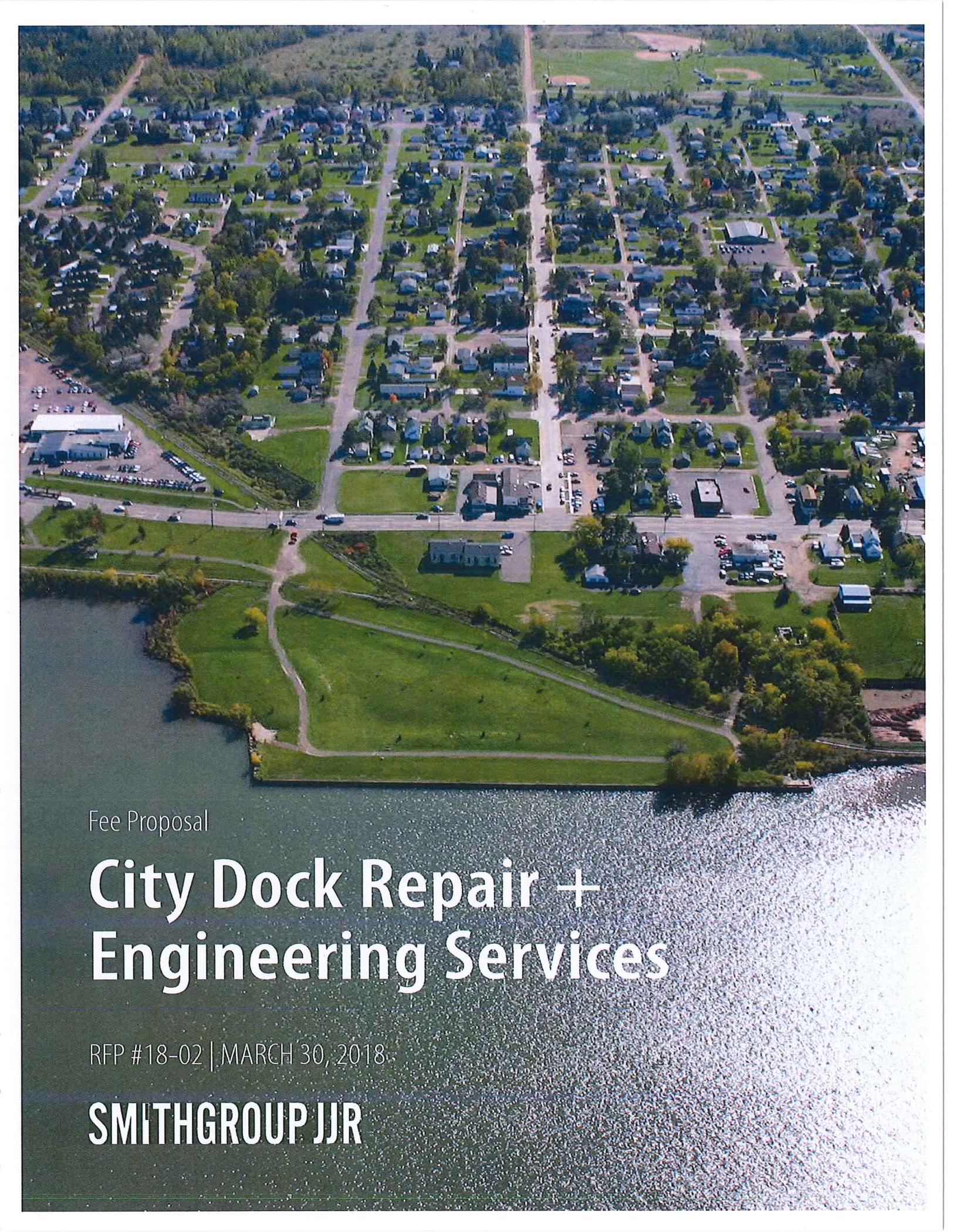
Proposal Requirements

Task 1	Review and Assessment of the 2007 Documents		3	3
Task 2	Development of a Design to Fix the Failing City 1. Dock Public Education 2. Low maintenance 3. Continued usage by the Public, and 4. Design facilities compliant with Wisconsin Administrative Codes		2	3
Task 3	Construction Documents 1. Preparation of bid and construction documents. 2. Construction budget and bid estimate. 3. Preparation of the appropriate local, state and national permits to successfully move forward and complete the project.		3	3
Final Report	Preparation of Final Report encompassing the information noted in Task #1. • Presentation of a draft report in a public forum as determined by the City. • Update draft report based on community input to create the Final Report • Presentation of Final Report to the City Council for Approval		2	3
Required	A brief description of the firm including its experience and the experience of key staff members with similar projects. Brief resumes of the project manager and key technical personnel assigned to the project. Include what portion of the project each person would be working on		3	3
Required	Provide a list of relevant projects undertaken, designed by or under the direction of the individual or consultant submitting the proposal. Provide the names, addresses, phone numbers of three client references.		3	3

Required	Describe your understanding of the project, the proposed work plan and the schedule intended to be followed in order to complete all deliverables by June 30, 2018.		3	3
Fee Rate Schedule	Provide an exact statement of the services to be provided within the fee proposal and provide a fee schedule to be used in billing for service deliverables. Provide the total cost based on the fee schedule for the billing of services. Provide a schedule of the hourly rate of employees working on this project and out of pocket expenses		3	3
	Total Points		22	24

* If the repair cost is estimated to be \$750,000, 5% would be \$37,500. \$25,000 + \$37,500 = **\$62,500**



An aerial photograph of a suburban residential neighborhood. The houses are arranged in a grid pattern with green lawns and trees. In the foreground, there is a large body of water, possibly a lake or a wide river, with a grassy area and a paved path leading to the water's edge. The sky is clear and blue.

Fee Proposal

City Dock Repair + Engineering Services

RFP #18-02 | MARCH 30, 2018

SMITHGROUP JJR

Project Fee

Base Services:

Review and Assessment of 2007 Documents	\$ 0
Development of Design to Fix Failing City Dock	*With the exception of site investigation, design repairs would fall under 5-7% as indicated under "Construction Documents" below
Site Investigation in Conjunction with City	\$25,000
Construction Documents	5-7% of anticipated construction costs depending on final chosen Schematic Design
Permitting	Unknown at this time but budgetary amount of \$5,000 is suggested

We appreciate that it may be difficult to understand the full breadth of fees associated with our proposal, however, we have intentionally structured this proposal to provide the City with the most cost effective design. As an example of the fees that would be associated with a \$750,000 repair, 5% would be \$37,500, 7% would be \$52,500.

Standard Rates



Standard Fee and Reimbursement Schedule
Madison, Wisconsin
March 1, 2018

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$225.00/hour
Principal/ Level 4	\$215.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$185.00/hour
Principal/ Level 1	\$175.00/hour
Professional Staff/ Level 11	\$175.00/hour
Professional Staff/ Level 10	\$165.00/hour
Professional Staff/ Level 9	\$150.00/hour
Professional Staff/ Level 8	\$140.00/hour
Professional Staff/ Level 7	\$130.00/hour
Professional Staff/ Level 6	\$115.00/hour
Professional Staff/ Level 5	\$105.00/hour
Professional Staff/ Level 4	\$95.00/hour
Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$90.00/hour
Technical Staff/ Level 1	\$70.00/hour



These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$.535/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

Standard Rates

2015-2016

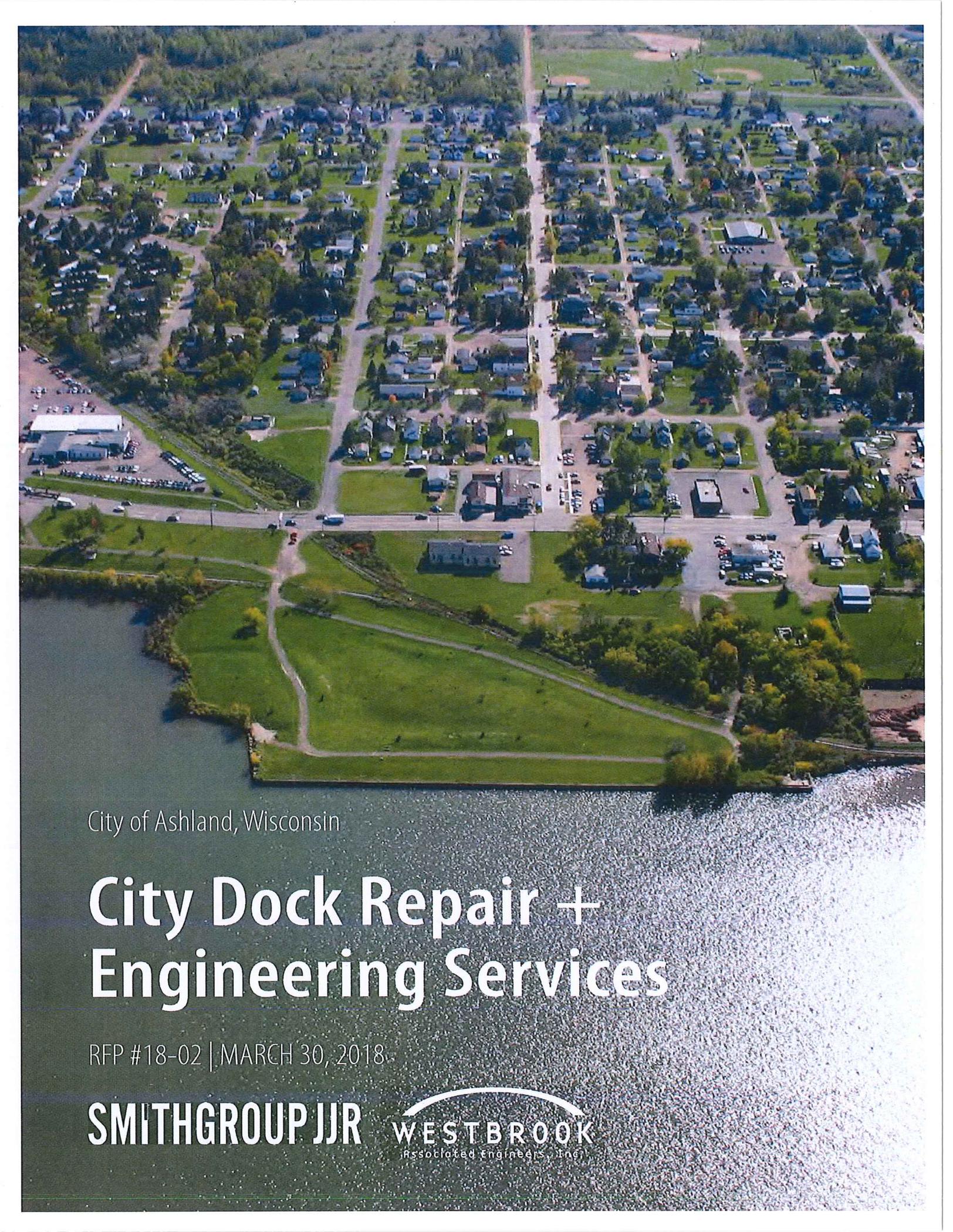
Standard Rates

2015-2016

- ANN ARBOR
- BOSTON
- CHICAGO
- DALLAS
- DETROIT
- LOS ANGELES
- MADISON**
- PHOENIX
- SAN DIEGO
- SAN FRANCISCO
- SHANGHAI
- WASHINGTON, DC

SMITHGROUP JJR

www.smithgroupj jr.com

An aerial photograph of a residential neighborhood in Ashland, Wisconsin. The image shows a grid of streets with numerous houses, many with blue roofs. There are green lawns and trees scattered throughout. In the foreground, a large body of water, likely a lake or river, is visible, with a grassy area and a paved path leading to the water's edge. The water is dark with some ripples and reflections.

City of Ashland, Wisconsin

City Dock Repair + Engineering Services

RFP #18-02 | MARCH 30, 2018

SMITHGROUP JJR

WESTBROOK
Associated Engineers, Inc.



March 30, 2018

Sara Hudson, Director
Parks and Recreation
Bretting Community Center
400 4th Avenue W.
Ashland, Wisconsin 54806

Re: City of Ashland Dock Repair and Engineering Services - Request for Proposal (RFP #18-02)

Dear Sara,

We appreciate the opportunity to submit our proposal to the City of Ashland Parks and Recreation Department for the design and engineering services required to repair the City Dock. As you read our proposal, we would like you to keep in mind that we have structured it in such a way to produce the best value for Ashland, while still accomplishing the main objective of repairing the dock. A straightforward and simple approach to repairing the dock would be to drive steel sheetpile in front of the dock and fill in behind it - simple and costly given the Presidents recent tariff requirement that has shaken up the market for steel products. We are going to propose a different approach that focuses on truly understanding the problem and developing a targeted solution that repairs the dock in the most fiscally responsible way.

OUR UNDERSTANDING

The City Dock has been experiencing surface depressions and loss of material for quite a while now. In the late summer of 2006, SmithGroupJJR was hired to investigate the reasons behind the depressions and settlement. Part of this investigation required excavation of the area behind the wall where holes in the surface developed and material was being lost below. Through our investigations, we gained a deeper understanding of the outside support structure and its condition and we knew that repair of the City Dock would require additional investigations and an unconventional approach to repairing it.

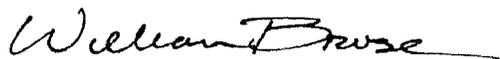
OUR APPROACH

Our approach to the restoration of the City Dock is first to use the same personnel (and others) at SmithGroupJJR that worked on the prior City Dock investigation, as well as Jeff Koch of Westbrook Associated Engineers, Inc. We will then work with the City to undertake an exploration and excavation program to understand the actual construction of the dock and the extent of the backfill settlement. Since it has been 11 years since we provided a dive inspection of the outside of the support structure, we also intend to provide a dive inspection team to investigate the condition as it exists today. This information will then be used to develop options for repairing the dock. Without undertaking this approach, a repair solution that is technically sound and fiscally responsible cannot be developed. We appreciate that other engineering firms will jump at this opportunity to develop a "typical engineered solution" with little or no regard to cost of construction and that would be the easy way to do this, however, we have worked on many projects with the City of Ashland over the years and understand and appreciate the fiscal prudence and responsibility the City endeavors to exercise.

We look forward to this opportunity to continue working with the community and help bring a cherished public amenity back to a safe and usable condition. We have been a part of Ashland for many years now and have been instrumental in helping shape your waterfront. We understand the issues surrounding City Dock and will dedicate a team of specialists with capacity to meet WCMP grant program deadlines. Our team is excited to continue our relationship with the community and capable of developing a cost-effective solution that will continue to provide the open space the residents of Ashland have come to know.

Thank you for your consideration and feel free to contact us if you have any additional needs or questions regarding our submittal.

Sincerely,

A handwritten signature in cursive script that reads "William Brose". The signature is written in black ink and is positioned below the word "Sincerely,".

Bill Brose, PE
Waterfront Practice Director
608.327.4403
bill.brose@smithgroupjjr.com

Table of Contents

Section 1: Cover Letter

SmithGroupJJR Cover Letter	3
----------------------------------	---

Section 2: Firm and Experience

Firm Profile	7
Project Understanding	8
Relevant Experience	10
Client References	26

Section 3: Project Team

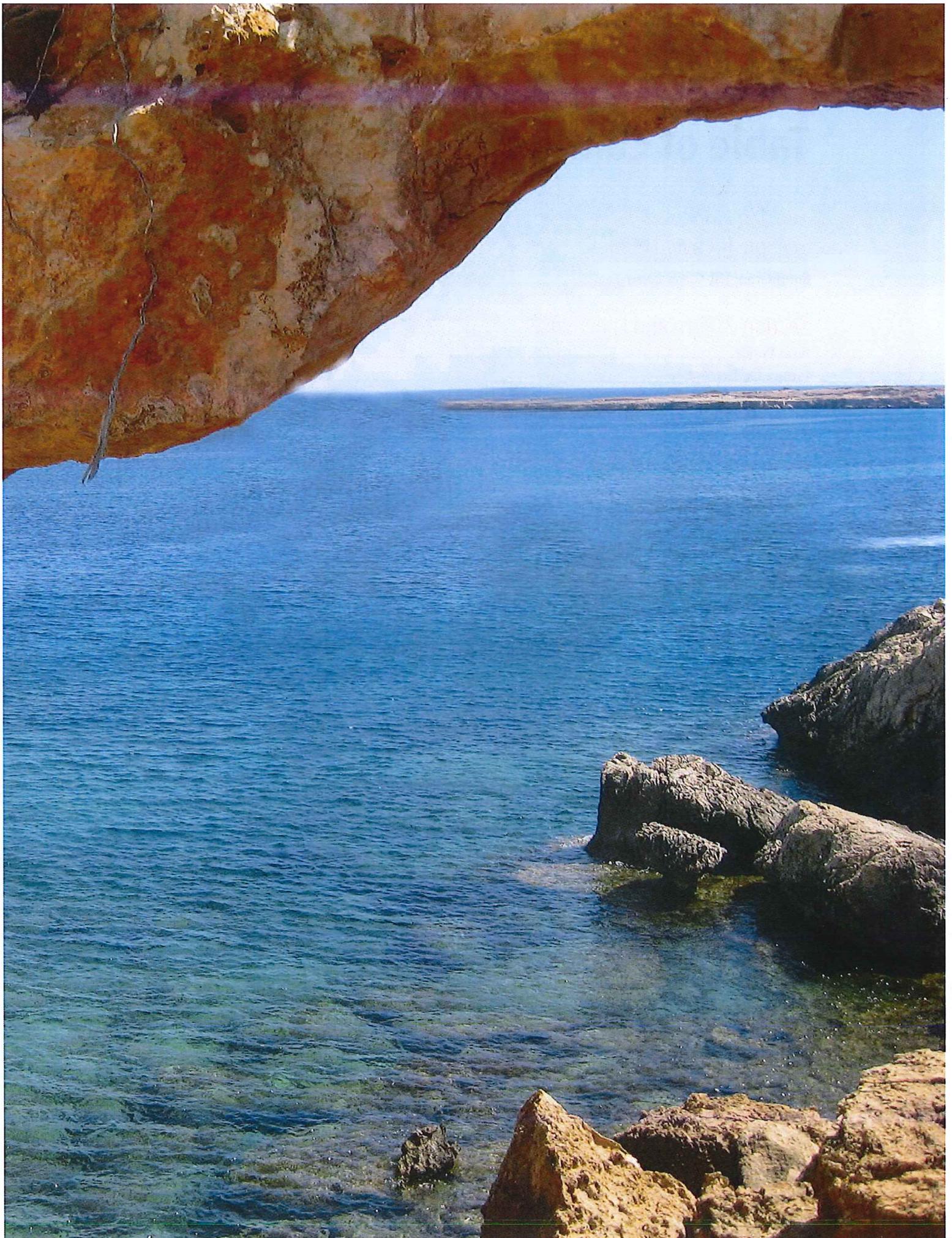
Team Matrix and Qualifications	28
--------------------------------------	----

Section 4: Project Scope

Scoping Statement	38
-------------------------	----

Section 5: Project Schedule

Project Schedule	41
------------------------	----



Who we are.

SmithGroupJJR provides planning, design, and engineering services through an interdisciplinary approach. We work in teams of civil and coastal engineers, landscape architects, planners, urban designers, environmental scientists, and architects. This unique team of professionals comes together at every step of the design process to deliver our clients imaginative, comprehensive solutions that are tailored for each project we undertake. SmithGroupJJR is proud of our long standing track record of helping our clients gain the most from their waterfront investments.

Excellence in Waterfront Design and Engineering

Our highly experienced waterfront and coastal engineers provide you with the latest design support and technical standards. In addition to our experienced engineering staff, your project will be supported by our in-house staff of specialists.

We work in multidisciplinary teams from the outset to streamline the overall process, which leads to a more creative, holistic outcome. The results speak for themselves:

- SmithGroupJJR's clients are able to secure permits for projects involving shoreline reconstruction, lakefill and dredging.
- Our projects receive funding from public/private financing partnerships.
- Our projects are constructed on time and on budget in the face of difficult coastal and riverine environments.
- SmithGroupJJR projects have received an extensive range of project awards reflecting industry-wide recognition for quality and innovation.

SmithGroupJJR's work has garnered national awards from the American Society of Civil Engineers, the American Society of Landscape Architects, the Waterfront Center, the States Organization for Boating Access, the National Park Service, the U.S. Department of the Interior, and the Federal Highway and Transit Administrations. This broad-based recognition by our peers reflects our dedication to success with broad-based, interdisciplinary design.

Project Understanding.

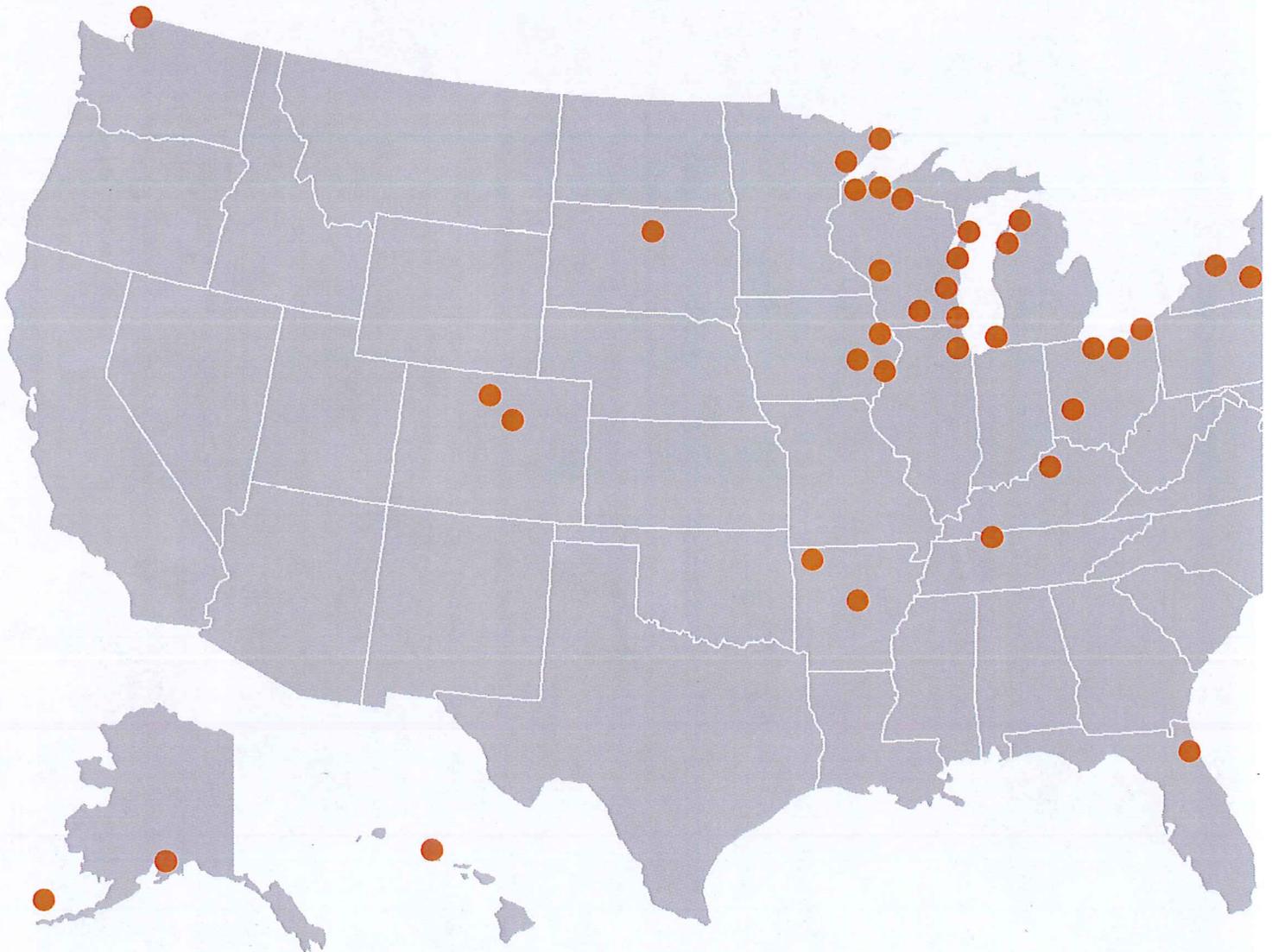
The City of Ashland is experiencing degradation of the area known as City Dock, near Bayview Park. Small depression (sink holes) and material loss along the dock's edge have been found on numerous occasions, and City personnel regularly fill the holes and depressions making the dock safe for the public..

SmithGroupJJR performed a structural investigation of the dock in 2006, excavating the area behind the structure and sending divers to explore the underwater structure of the dock. The investigation revealed a general understanding of the support structure and containment structures of the dock. The land side portion of the structure showed an "L" shaped concrete grade beam that existed along portions of the dock. Armor stone was also observed to separate the fill material from the waters of Lake Superior. Based on our observations it would appear that sediment is passing through the armor stone and is being eroded into the Lake. Some areas of the dock do not have any backing, and only large armor stone sits between the fill and the lake. The dive inspection also showed that the grade beam rested on a wooden pile field that appeared to be in a good structural condition. Once the investigation was complete, we analyzed the outside support structure and its condition and knew that additional investigations would be required to create a design that suits the City Dock.

We know this project will be completed in two phases. The first phase will be the land and waterside investigation, and engineering design of an appropriate solution. The second phase will be the construction of those improvements.



Relevant Experience





Ranked #7 in design quality among the top 50 firms by Architect Magazine.

Recipient of **Landscape Architecture Firm Award** from the American Society of Landscape Architects.

Established in 1853, SmithGroupJJR is the longest continually operating firm in the United States.



Waterfront Plan and Seawall Reconstruction

Washburn, Wisconsin

SmithGroupJJR completed rehabilitation of 575 feet of failing bulkhead wall, which included replacement of the upper portion of the 120 year old timber crib with a new concrete vertical wall. Using the US Coast Guards Buoy tender ship as the design template, the team provided all design, engineering and construction oversight for the renovation. The unique design and ability to reuse portions of the existing timber crib, won accolades from regulatory and funding agencies throughout the state. The design was so cost effective that additional project components were able to be constructed within the \$1 million budget.

SmithGroupJJR also renovated the fuel dock and 150 ton travel lift dock. SmithGroupJJR provided the design and engineering to replace the vertical steel wall system with a replacement system capable of withstanding the harsh weather conditions and loads imposed by the travel lift.

SmithGroupJJR also worked on a design and engineering solution to replace the existing launch ramp boat handling facility. After writing the grant application and receiving state funding for the new launch ramp, the new boat launch was constructed and incorporated an innovative stormwater retention and bio-infiltration system, lighting, restrooms, upgraded electrical system and utilities.

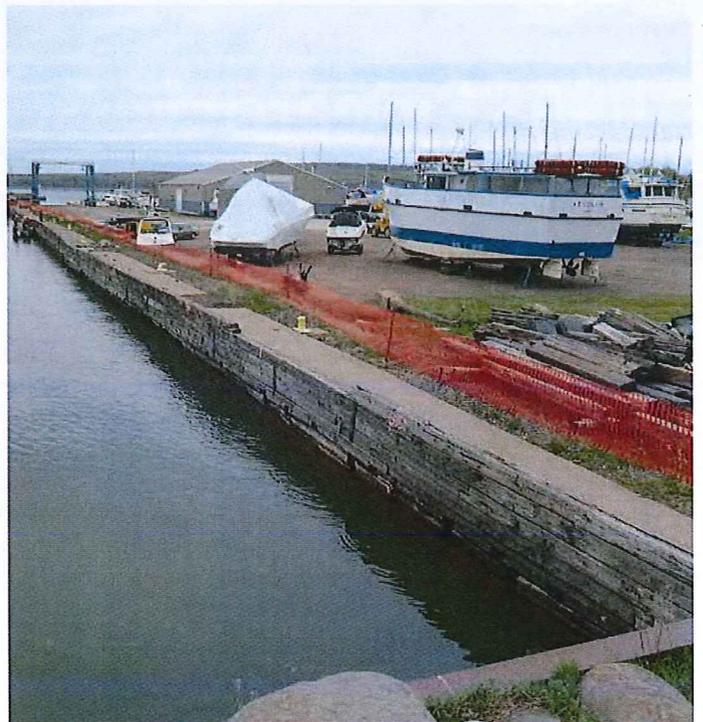
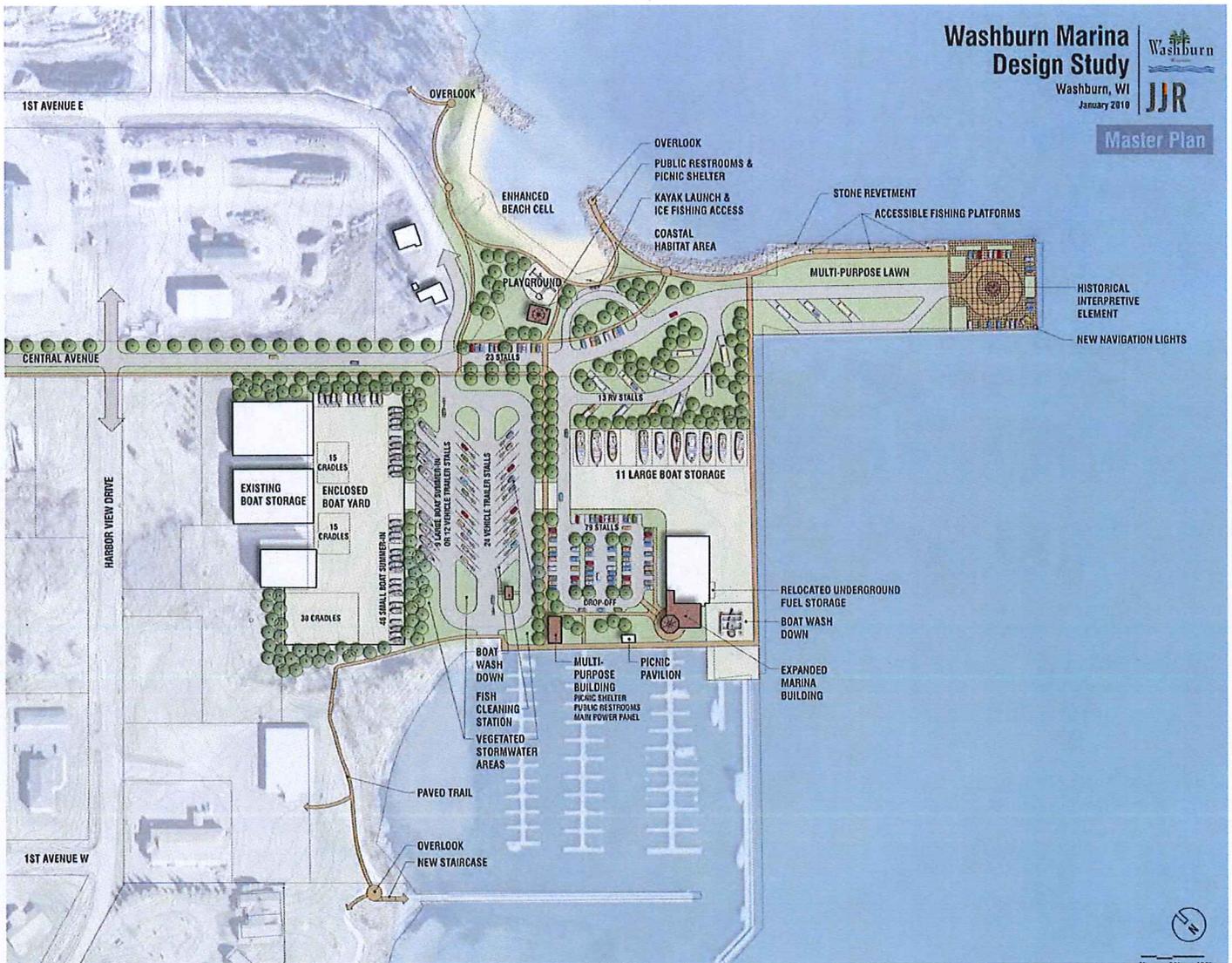
In addition to the launch ramp renovation, SmithGroupJJR worked with the City on plans to restore another 515 linear feet of timber wall along the northern wall of the City Dock, which is also exhibiting large voids in the face of the existing timber wall and general degradation of the timbers within the water.

Washburn Marina Design Study

Washburn, WI
January 2010



Master Plan

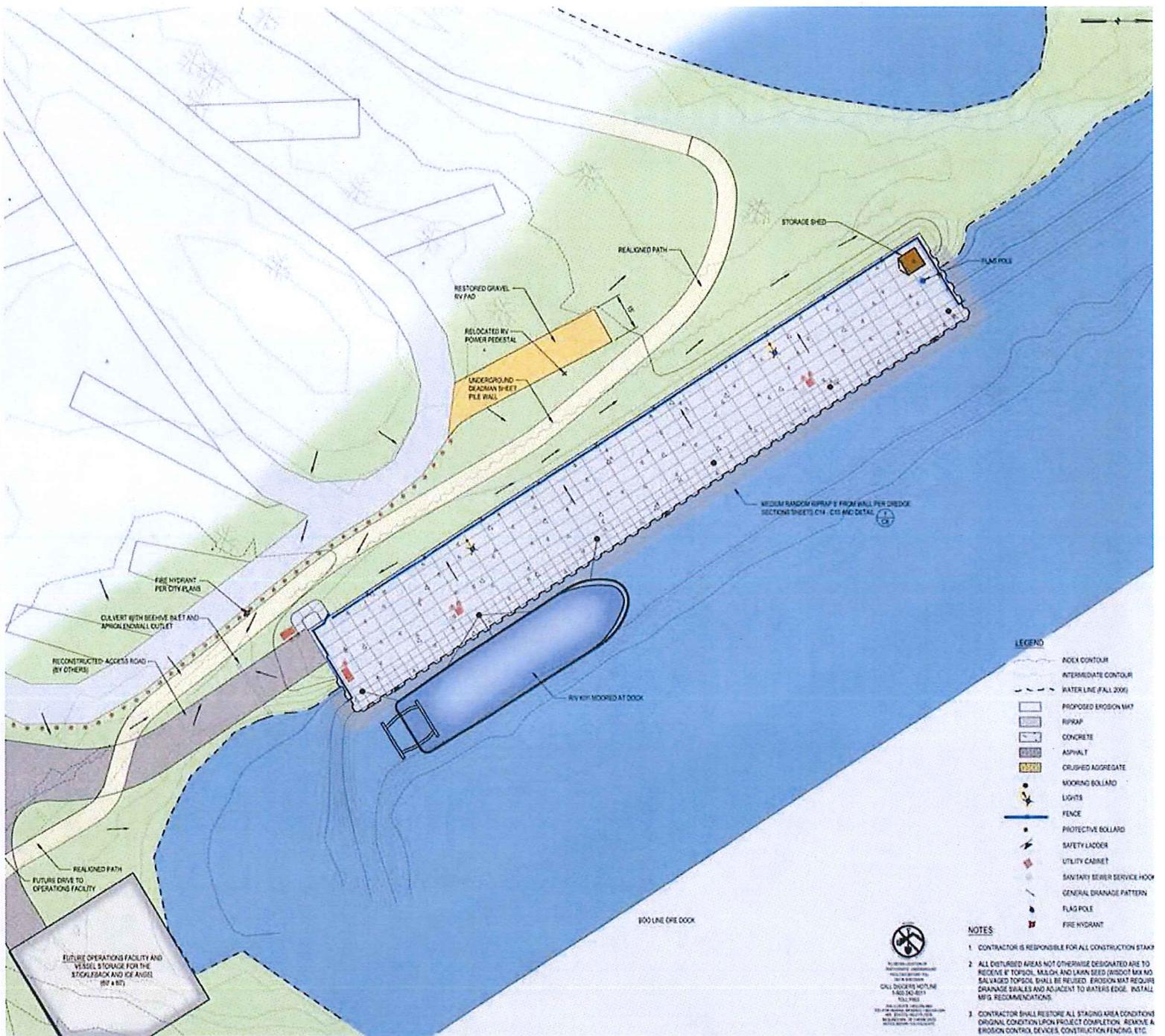




USGS Research Vessel Kiyi Dockage Design

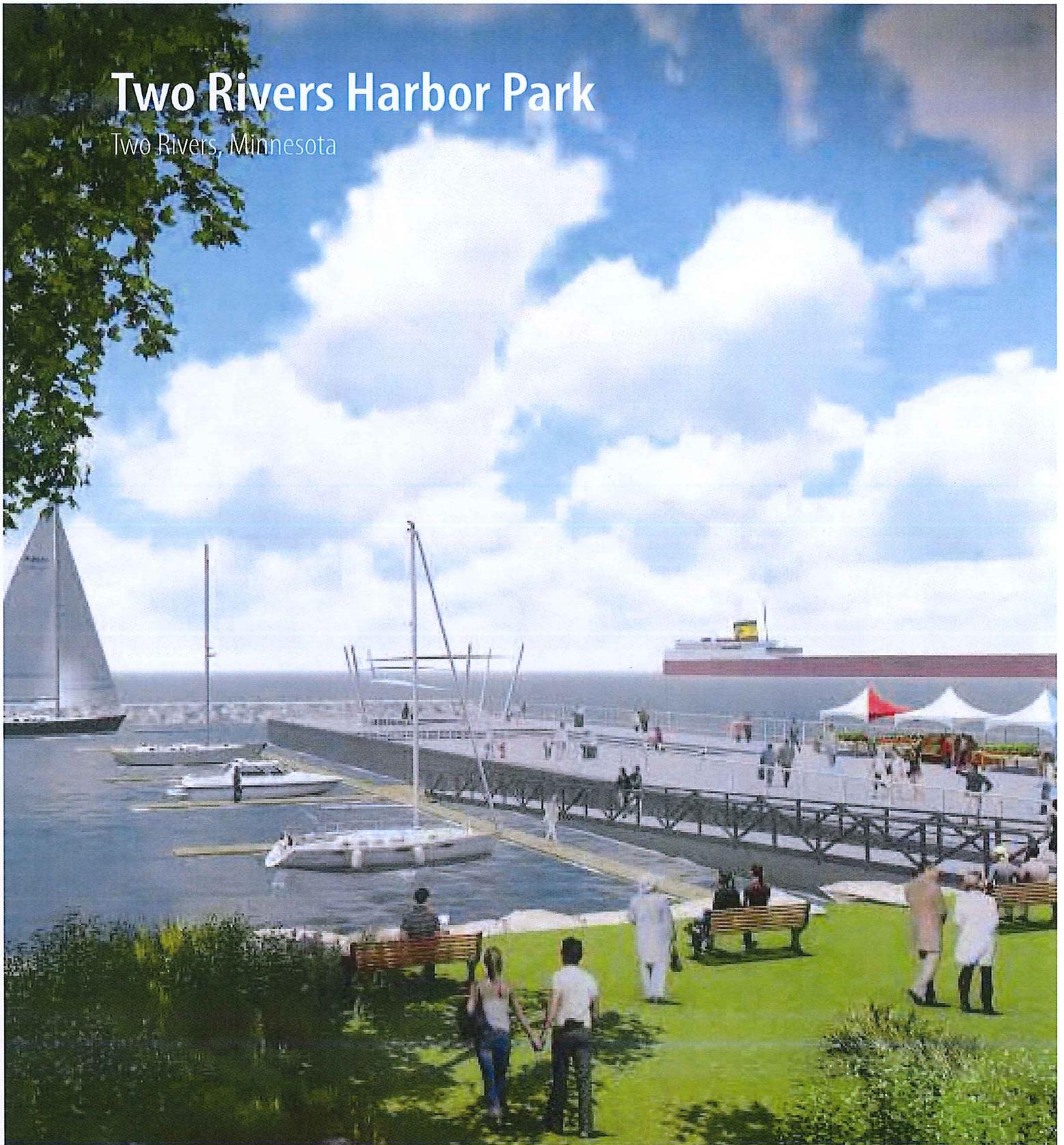
Ashland, Wisconsin

Working in collaboration with the Ashland Area Development Corporation and the U.S. Geological Service, SmithGroupJJR designed a new dockage facility for the USGS Research Vessel “Kiyi” to more effectively support its Great Lakes research efforts. The Kiyi’s former mooring along the crumbling Soo Line Ore Dock was endangered by falling debris. SmithGroupJJR designed and engineered a permanent mooring structure for the Kiyi immediately west of its former docking location, modifying the configuration of the existing RV park to incorporate the docking facilities and realigning the existing roadway access to support the facility. Design includes a steel sheetpile bulkhead wall, perimeter enclosure fencing, a secure parking and work yard, and a storage area.

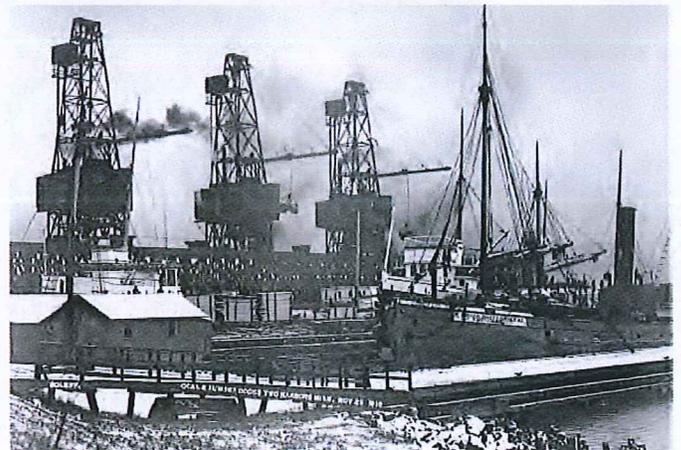
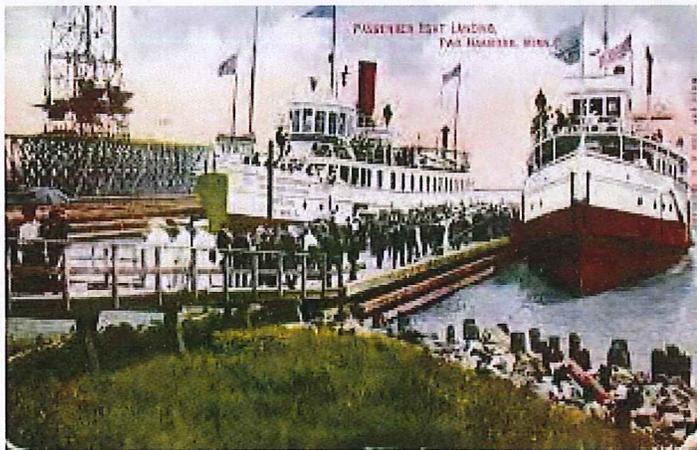


Two Rivers Harbor Park

Two Rivers, Minnesota



- Repurposed Use of Industrial Waterfront Infrastructure
- Increased Public Access to the Water
- Creation of Unique Lakeshore Events Venue
- Preservation of Historic Maritime Character



As part of the planning for the Two Harbors Marina and Harbor on Agate Bay on Lake Superior, the Minnesota Department of Natural Resource hired SmithGroupJJR to develop designs for an enhanced waterfront park and marina facility.

SmithGroupJJR's design incorporates and repurposes a decommissioned industrial-scale coal dock. Project concepts included creatively rehabilitating the coal dock for recreational uses, including mooring for tall ships, cruise vessels, or private mega yachts. The rehabilitated coal dock will include historic elements of the dock in order to maintain and embrace the industrial heritage of the community. The new waterfront space will provide a venue for community events and activities for the community.

SmithGroupJJR provided structural and civil engineering, landscape architecture, and funding support services for the new harbor and marina basin, as well as landward services. The project work includes site work, marina operations facilities, and public utility infrastructure, parking, and park trails and landscape design.



Dillon Marina and Waterfront Master Plan

Dillon, Colorado

Dillon is located in Summit County, Colorado, known for its premier ski resort industry. The Dillon Marina is the focal point of the community as well as an important catalyst for the tourist economy. Through a community-based planning process, SmithGroupJJR crafted a marina plan that takes into consideration the extreme fluctuations of the Dillon Reservoir, one of Denver's primary water sources. The proposed wharf and boardwalk structure, floating dock system, and expanded service area provide opportunities for creating needed four-season facilities such as a waterfront restaurant and conference/banquet hall.

In conjunction with the marina plan, SmithGroupJJR was hired to plan improvements to Marina Park and to conduct a workshop-based planning effort for integration of the waterfront with Dillon's adjacent Town Center. Marina Park, located west of the Dillon Marina, features new recreational opportunities, including a pavilion, expanded amphitheater, trail system, alpine gardens and meadow, revamped parking, fishing/observation pier, playgrounds, and multiple restroom/concession facilities.

Construction of the first phase of the renovation was completed in April, 2011.



- Repurposed Historic Waterfront Infrastructure
- Recreational Waterfront Supports Diverse Events
- Reconnected the Community to the Lakeshore



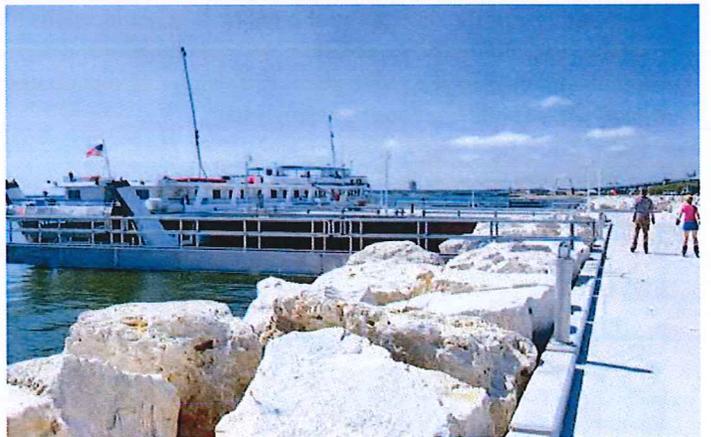
Milwaukee Municipal Pier at Lakeshore State Park

Milwaukee, Wisconsin

SmithGroupJJR designed the maritime basin, transient dockage, excursion boat facility, and exhibition dockage for the 60,000 sf Discovery World Museum and Great Lakes Aquarium at Pier Wisconsin, an award-winning education facility and tourist attraction on Milwaukee's downtown lakefront within Lakeshore State Park.

Work included breakwaters, accessible walkways, circulation roadways, plazas, floating access docks, permitting, and regulatory coordination. The facility provides special docking accommodations for the Denis Sullivan, a recreation of a 19th-century Great Lakes schooner that also serves as an active research vessel.

In conjunction with this project, SmithGroupJJR also provided design, engineering, permitting and simultaneous construction coordination for Lakeshore State Park and a new cruise ship docking facility for the Port of Milwaukee.

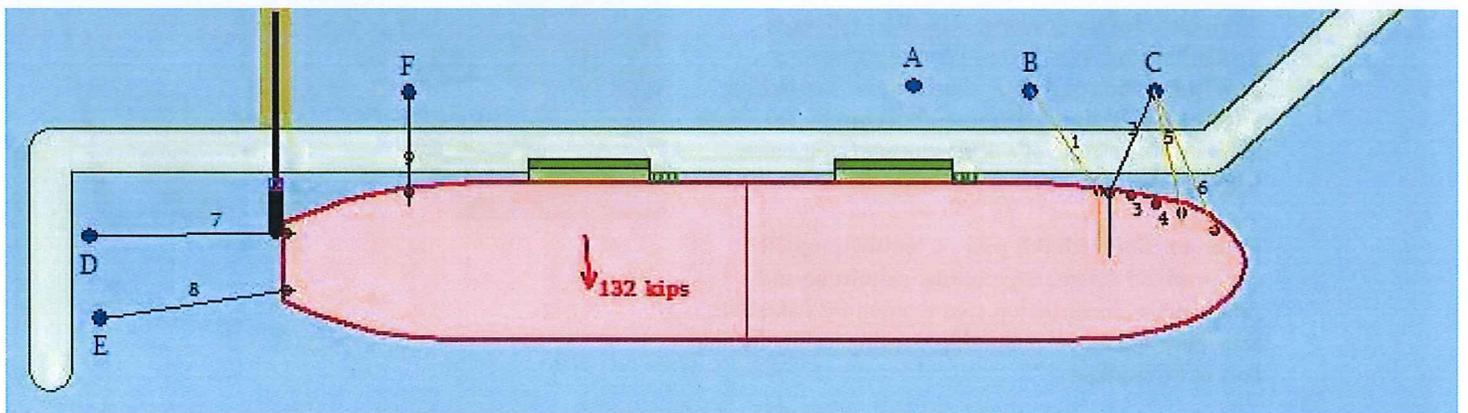




S.S. Badger - Dock Facility Improvements

Manitowoc, Wisconsin

SmithGroupJJR was hired for the rehabilitation of the Manitowoc Ferry Terminal, which berths the S.S. Badger, a historical car ferry. The terminal was originally designed for industrial berthing and later modified for the Badger. Following years of use, the timber fendering is deteriorating and the sheetpile wall is failing in some locations. Project includes determining causes of failure, recommendations, designs, and engineering for sheetpile wall replacement, fendering replacement, and, if required, a modified mooring arrangement.



Kewaunee Harbor Park and Dockwall Rehabilitation

Kewaunee, Wisconsin



The Kewaunee Harbor is a popular area used by area boaters and local fishermen who cast from the dockwall into the deep waters of the harbor. The aging dockwall was deemed too hazardous for public use when sink holes started to form behind the dockwall and the concrete cap was crumbling into the harbor channel.

With funding from Wisconsin's Harbor Assistance Program (HAP), the City of Kewaunee hired SmithGroupJJR to design a new dockwall that would replace 720 feet of city-owned dockwall. The new design uses high grade steel with a tie-back anchor system to combat the poor quality soils present throughout the site. The straight alignments of the wall will enable charter fishing and recreational boats to dock allowing direct access to businesses along the waterfront and within Kewaunee's downtown.

To further enhance Kewaunee's waterfront and create a destination for locals and visitors, the Harbor Park adjacent to the new dockwall also received site improvements. A new central plaza space serves as the gateway to a riverfront walkway which extends the length of the new wall and connects to the concrete pier leading to Kewaunee's historic lighthouse. The height of the dockwall was lowered in some locations using a natural stone stepped slope to allow for public access to the water. New pathways are lit by low level lighting to enable park use in the evening. Fishing stations with ADA access along the dockwall walkway further foster Kewaunee's active fishing community. The design brings together many users in a harmonious way and helps City's ongoing effort to revitalize Kewaunee's downtown.





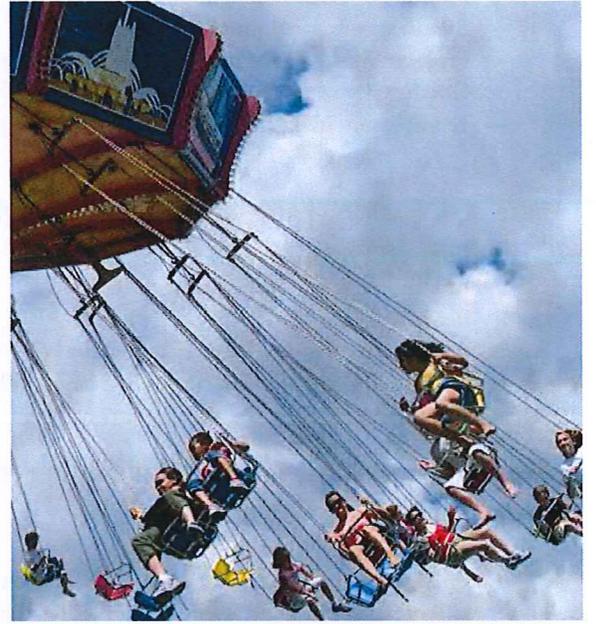
Navy Pier Revitalization

Chicago, Illinois

A favorite destination for residents and tourists alike, Navy Pier is considered one of Chicago lakefront's crown jewels. The Metropolitan Pier and Exposition Authority contacted SmithGroupJJR to make the most of what the city knew was an underutilized asset: Navy Pier, a historic structure that stretches from the downtown lakefront 3,300 feet out into Lake Michigan.

SmithGroupJJR prepared engineering studies and design criteria to preserve existing piles, stabilize the perimeter dock wall, and add a new north dock for mooring. The 1916 pier was in need of repair and restoration, paving the way for its rebirth as a major tourism venue and favorite destination along the Chicago lakefront.

Project restoration efforts included a new north and south overlook platform; stone revetment stabilization in depths up to 30 feet; foundation underpinning for the historic Head House; pump station; paving and repair renovation work.



References

Scott Kluver | City Administrator | City of Washburn, Wisconsin

Phone: 715.373.6160 x4

Email: washburnadmin@cityofwashburn.org

Project: Washburn Marina and Coal Dock Rehabilitation

Client: City of Washburn, Wisconsin | 119 Washington Ave. PO Box 638 Washburn, WI 54891

Team: Jason Stangland; Khaled Eid; Rob Wright; Bill Brose

Eric Peterson | Administrator | Saxon Harbor, Wisconsin

Phone: 715.561.2697

Email: icfadmin@ironcountyforest.org

Project: Saxon Harbor Reconstruction

Client: Iron County Forestry and Parks | 607 3rd Ave. N. Suite 2, Hurley, WI 54534

Team: Bill Brose; Jason Stangland; Margaret Boshek; Rob Wright

Allison Lukacsy-Love | Community Projects Manager | City of Euclid, Ohio

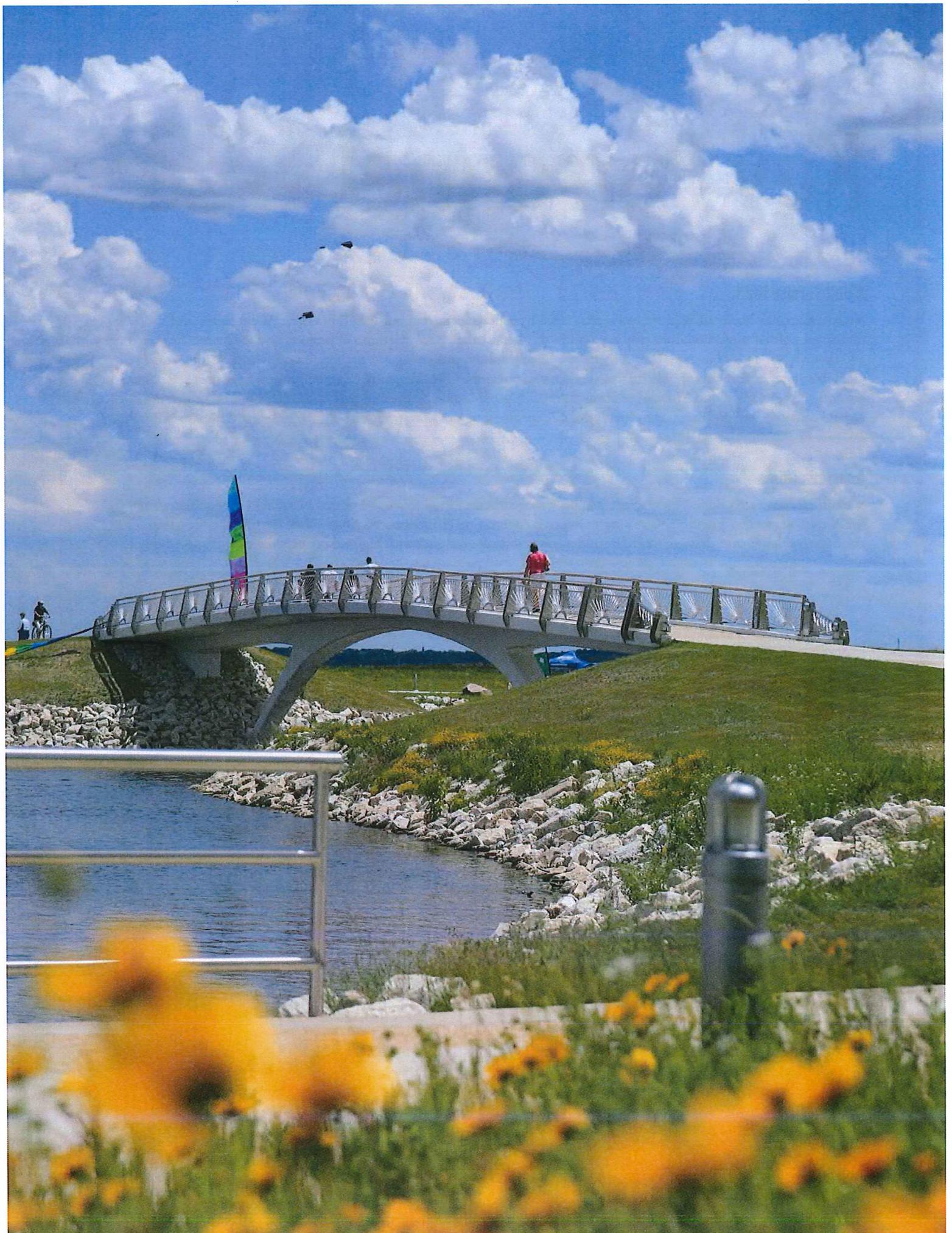
Phone: 216.289.8160

Email: alukacsy@cityofeuclid.com

Project: Euclid Waterfront Improvement Plan

Client: City of Euclid, Ohio | 585 E. 222nd St. Euclid, OH 44123

Team: Bill Brose; Jason Stangland; Khaled Eid; Margaret Boshek; Rob Wright



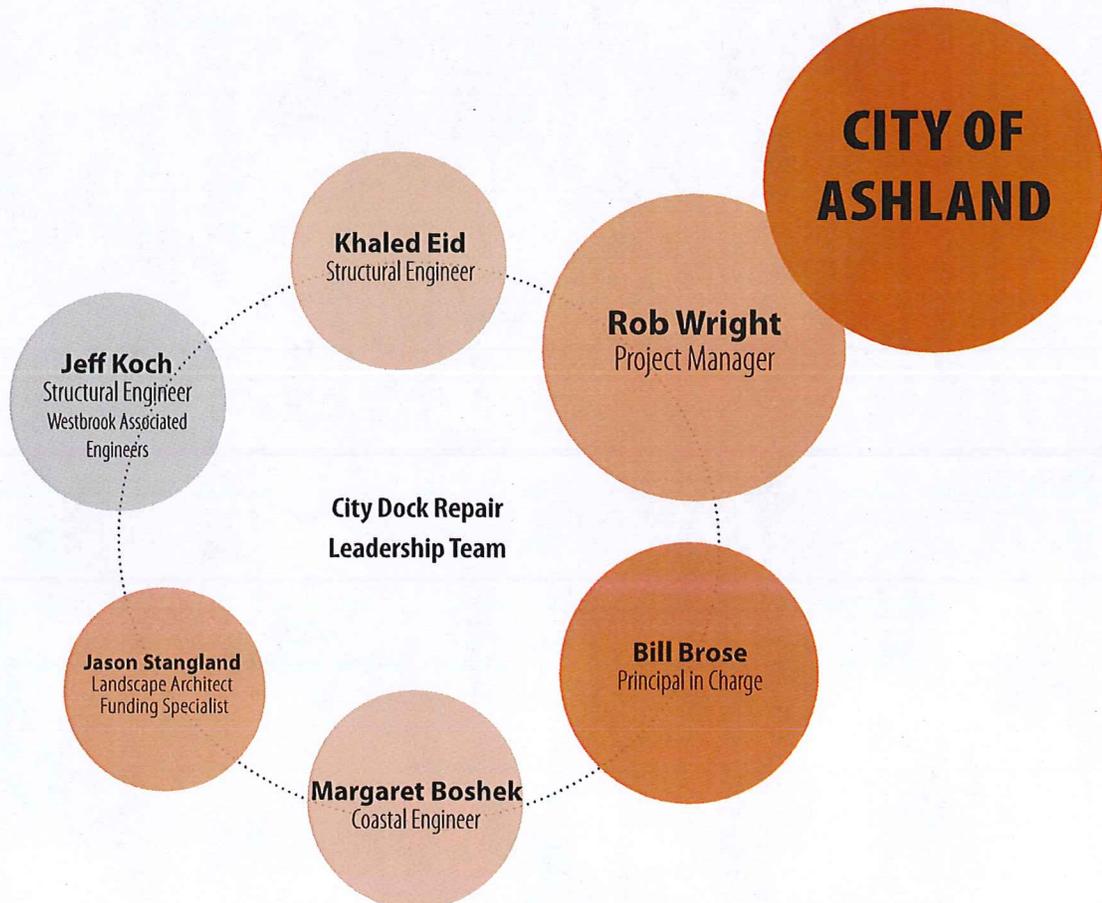
Key Personnel

A Full Service Team

SmithGroupJJR's National Waterfront Practice is led by experts located in our Madison office. We are a team of diverse specialized professionals heavily engaged in the Great Lakes. Our portfolio of projects on the Great Lakes are an acknowledgment of our expertise and part of a legacy built on protecting our natural resources and creating and rehabilitating transformative public spaces along our waterfronts. Our recent and ongoing projects in Ashland, Racine, Sister Bay, Egg Harbor, and Milwaukee are an acknowledgement of expertise and part of a legacy built on protecting our natural resources and creating transformative public spaces along urban waterfronts. Primary roles and responsibilities for each are briefly summarized below.

Subconsultants

Westbrook Associated Engineers specializes in providing structural engineering. Located in Spring Green, Wisconsin, Westbrook Associated Engineers is solving tough civil engineering challenges every day. They incorporate the latest, cutting edge design and drafting hardware and analysis software coupled with high caliber experience and know-how.



Bill Brose, Principal in Charge

Bill's career has focused on waterfront projects and has focused on waterfront projects in the Great Lakes region. Bill is SmithGroupJJR's Waterfront Practice Director and provides Quality Control and Assurance on all waterfront projects completed by SmithGroupJJR.

Contact Information: 44 E. Mifflin St Suite 500 | 608.327.4403 | bill.brose@smithgroupjjr.com

Rob Wright, Civil Engineer | Project Manager

Rob is SmithGroupJJR's most experienced Project Manager and manages our most complex projects. His waterfront experience and expertise has been proven on many of our prominent waterfront projects. He has most recently worked on similar waterfront projects in Washburn, LaPointe, Ashland and Saxon Harbor to name a few. He will serve as the primary point of contact for the City.

Contact Information: 44 E. Mifflin St Suite 500 | 608.327.4433 | robert.wright@smithgroupjjr.com

Jason Stangland, Landscape Architecture & Funding Specialist

Jason will serve as the secondary point of contact for the City. Strategic implementation and extensive grant funding experience allow Jason to be a key resource toward shaping transformative visions and helping to implement them.

Jeff Koch, Chief Structural Engineer of Westbrook Associated Engineers

Jeff will be serving as the team's chief structural engineer, overseeing all structurally-related tasks, including foundation damage during and after construction, wind/hail/snow damage from severe storm events and temporary shoring failures, including analysis of existing conditions and formulation of repair solutions, during construction operations.

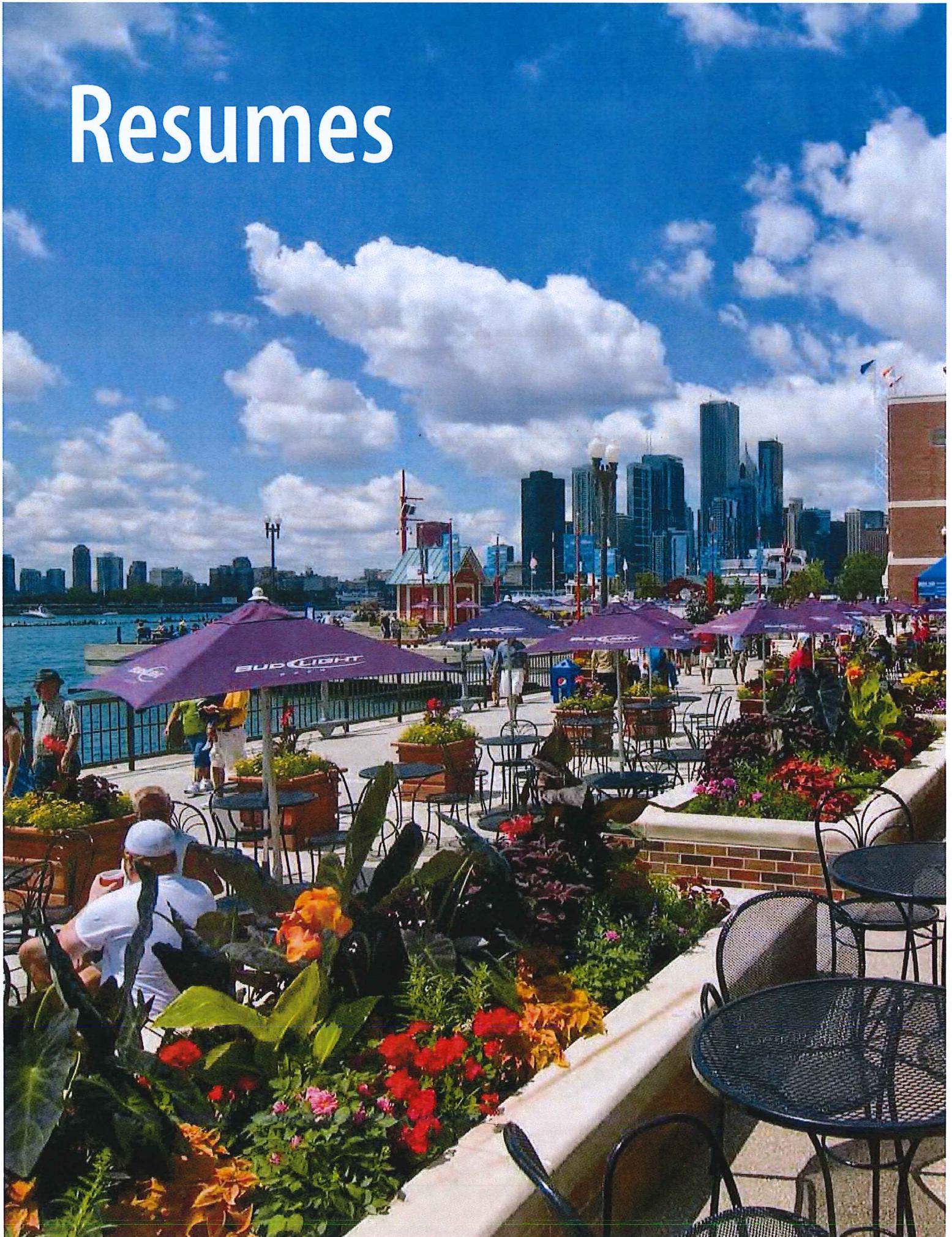
Khaled Eid, Structural Engineer

As an expert large scale complex and heavy marine construction and related civil engineering projects, Khaled will assist in the structural engineering aspects of this project.

Margaret Boshek, Coastal Engineer

A specialist in coastal resilience and risk analysis, Margaret helps create strategies to address the complex issues involved in nearshore processes.

Resumes



Bill Brose, PE

Principal in Charge



SmithGroupJJR Vice President and Waterfront Practice Director, Bill has 30+ years of experience providing technical and thought leadership on complex waterfront projects. His involvement begins at the conceptual design level and follows through to construction completion. Bill is experienced in technical feasibility studies, client and public participation workshops, data acquisition and analysis, underwater data gathering and inspections, construction materials investigations, waterfront design and construction engineering, infrastructure design, and construction plan and specification preparation. He also offers proven expertise in permitting and working with regulatory agencies, exploring potential funding sources, client coordination, and public involvement. Bill is a co-author of the update for the ASCE Manual of Engineering Practice 50, *Planning and Design Guidelines for Small Craft Harbors*. He is a lecturer at the University of Wisconsin on marina design and shoreline protection engineering. He was awarded the Distinguished Lecturer Award by the University of Wisconsin for his instructions in the areas of harbor design and engineering.

Education

Bachelor of Science Civil Engineering, University of Wisconsin-Madison, 1984

Post Graduate Studies-Coastal Engineering, University of Wisconsin-Madison, 1988-89

Registrations

Professional Engineer: Wisconsin, Illinois, Minnesota, New York, Pennsylvania, Ohio, Hawaii, Colorado, Kentucky, Tennessee, Arizona, South Dakota, Idaho

Professional Affiliations

American Society of Civil Engineers

Clean Marinas Program Advisor

University of Wisconsin Sea Grant Program Advisor

Washburn Marina Improvements Plan, Washburn, Wisconsin

Design and engineering study for the Washburn Marina that includes recommendations for marina enhancements, beach improvements with public amenities, fish cleaning and boat wash-down facilities near the public boat launch.

S.S. Badger - Manitowoc Dock Facility Improvements, Manitowoc, Wisconsin

This project includes determining causes of failure, recommendations, designs, and engineering for sheetpile wall replacement, fendering replacement, and, if required, a modified mooring arrangement.

Milwaukee Lakefront Development Master Plan, Milwaukee, Wisconsin

The Milwaukee Lakefront Development Plan was the result of extensive coordination of ideas expressed by a broad cross-section of public and private organizations. Stakeholders included the Wisconsin Department of Natural Resources, Wisconsin Division of State Facilities (DSF), Historic Third Ward, Pier Wisconsin and numerous citizens and organizations.

Two Harbors Marina and Waterfront Park, Two Harbors, Minnesota

Design for the Small Craft Harbor and Marina located on Lake Superior adjacent to a decommissioned industrial-scale coal dock. Provided structural and civil engineering, landscape architecture, and project management for the new harbor and marina basin, as well as landside services, including site work, marina operations facilities, and public utility infrastructure, parking, and park trails and landscape design.

Ashland Waterfront Development Plan, Ashland, Wisconsin

Waterfront plan includes recommendations for cruise ship terminal, an expanded marina and lakefront park, and a relocated and expanded recreational vehicle camping area.

Ashland Ore Dock Condition Assessment, Ashland, Wisconsin

Conducted a condition assessment and preliminary feasibility studies on the remaining substructure for the city's decommissioned ore dock.

Robert Wright, PE

Project Manager | Civil Engineer



As a principal senior civil engineer, Rob serves as project manager on complex waterfront projects, as well as a technical resource within the office. A majority of Rob's work is focused on waterfront and marina developments on the Great Lakes and Army Corps Reservoirs. His past experience includes work on transportation, municipal, and large scale commercial developments. Rob also has served as the appointed engineer for the Village of Brooklyn, WI and the Village of Mt. Horeb, WI. He also works routinely with State and Federal Agencies on complex water quality permitting as part of the waterfront projects, and with the Wisconsin DNR on stormwater and erosion control issues. Since joining SmithGroupJJR, Rob has become a valuable asset to the waterfront studio and plays a role on several marina design and rehabilitation projects.

Education

Bachelor of Science Civil Engineering, University of Wisconsin-Platteville

ABET Accredited with emphasis in Structural, Geotechnical, and Transportation Engineering

Registrations

Professional Engineer: Wisconsin,

Professional Affiliations

American Society of Civil Engineers

Milwaukee South Shore Park, Milwaukee, Wisconsin

Public facilitation and schematic design services for park planning and design to address pedestrian, bicycle, and traffic circulation; and integration of sustainable design elements to improve water and beach quality. Public facilitation for the project included stakeholder meetings, a newsletter, and a public presentation and comment session.

Two Harbors Transient Marina, Two Harbors, Minnesota

Marina design Lake Superior adjacent to a decommissioned industrial-scale coal dock. Provided structural and civil engineering, landscape architecture, and project management for the new harbor and marina basin, as well as landside services, including site work, marina operations facilities, and public utility infrastructure, parking, and park trails and landscape design.

Binary Ranch Master Plan and Wetland Strategy, Quinlan, Texas

Master planning for a new, 2,000 acre residential lake development. Project includes site planning and design, wetland delineations and evaluation of streams and wetlands for mitigation planning.

Washburn Marina Design and Engineering, Washburn, Wisconsin

Provided engineering oversight for marina improvements and an enhanced beach area with public amenities, fish cleaning and boat wash-down facilities near the public boat launch, and improved circulation, parking and upland boat storage. Project Engineer.

Caesar Creek Marina Development, Warren County, Ohio

Development of a new recreational marina in Caesar Creek State Park that includes 300-slips, floating marina support buildings, park amenities, and green infrastructure and stormwater management improvements to upland facilities. The park and marina are all designed to accommodate a 30 foot fluctuation in water levels.

Chatfield Marina Rehabilitation, Little Colorado

Design and implementation of a marina and associated facilities that accommodates fluctuating water levels within the Chatfield Reservoir. Civil Engineer.

Jason Stangland, RLA, LEED AP®

Funding & Design Specialist



Jason is an accomplished professional with expertise in the areas of urban design, planning and waterfront development. He has worked on complex projects throughout the country that have benefited from his public facilitation skills, and ability to integrate communities with their unique ecological, environmental and cultural context. Jason is highly successful at helping clients secure funding through a variety of grant programs and pulling together the necessary resources to build and sustain project momentum. Because of his implementation-focused approach to project development, Jason frequently manages the initial project phases and remains involved as a resource throughout the entire project.

Education

Bachelor of Science-Landscape Architecture,
University of Wisconsin-Madison, 1999

Registrations

Landscape Architect, WI
LEED Accredited Professional

Professional Affiliations

USGBC LEED-ND Corresponding
Committee

Two Harbors Marina and Waterfront Park, Two Harbors, Minnesota

Provided structural and civil engineering, landscape architecture, and project management for the new harbor and marina basin, as well as landside services, including site work, marina operations facilities, and public utility infrastructure, parking, and park trails and landscape design.

Washburn Marina Improvements Plan, Washburn, Wisconsin

Design and engineering study for the Washburn Marina that includes recommendations for marina enhancements, beach improvements with public amenities, fish cleaning and boat wash-down facilities near the public boat launch.

Euclid Waterfront Plan, Euclid, Ohio

Comprehensive plan for restoration and re-design of over 2 miles of Lake Erie shoreline. Plan includes transforming formerly private lands into a publicly accessible linear waterfront park with unique bluff stabilization treatments, sand and cobble habitat beaches, and multi-use trails that link nearby neighborhoods to new outdoor recreational activities, and a future marina.

Caesar Creek Marina, Warren County, Ohio

Design and engineering for a new waterfront park, marina, and marina facilities. The team worked with the Ohio Department of Natural Resources to accommodate the needs of the park users as well as meet engineering needs required for the breakwaters and marina facility.

Egg Harbor Marina Rehabilitation, Egg Harbor, Wisconsin

Design and engineering plans for the reconstruction of a failing marina located on Lake Michigan. Project involved hydraulic modeling, marina design, engineering, landside stormwater management, and construction administration. Additionally, SmithGroupJJR assisted the Village with the preparation of a successful \$1.58 million Wisconsin Waterways grant.

Ashland Ore Dock Park, Ashland, Wisconsin

Design to transform the remains of the 2000-foot long ore dock into an iconic waterfront park and public amenity.

Khaled Eid, PE

Marine Structural Engineer



Khalid brings over 9 years of experience in large scale complex and heavy commercial, industrial, marine construction and residential related civil engineering projects from conceptual to detailed design stage and preparation of the related BOQ and budget. His background includes experience on analysis and design packages like SAP2000, STAAD-Pro, RISA 3D, AutoCAD 2014 and Robot. His project experience has provided him with a strong background in code provisions as per ACI, AISC, BS, Euro, CIRIA Guidelines and PIANC.

Education

Bachelor Degree of Civil Engineering, Alexandria University, 2006

Accomplishment of Plaxis 2015 2D&3D Training Course in India and Marine Fender Test in Malaysia

Registrations

Professional Engineer:
Saudi and Egyptian Council of Engineers

Badger Ferry Manitowoc, Ludington, Michigan

Initial design concepts for the terminal include removing the failing timber fendering system and constructing a new sheetpile wall adjacent to the existing. The new wall will be anchored with new sheetpile deadman. The timber fendering system will be replaced with energy absorbing roller fenders which allow the vessel to ride along the fendering system without impacting the sheetpile wall, thereby minimizing future fatigue stresses. This fendering system will be designed specifically for the safe moorage of the S.S. Badger.

Kewaunee Harbor Park, Kewaunee, Wisconsin

Design and engineering for restoration of 80 feet of dockwall, as well as conceptual plans for improvements to the adjacent Harbor Park and Lighthouse. Project included boardwalk and fishing platforms, pedestrian lighting, park amenities, parking lot improvements, utilities, grant coordination, permitting and topographic and bathymetric surveying.

Milwaukee South Shore Park, Milwaukee, Wisconsin

Public facilitation and schematic design services for park planning and design to address pedestrian, bicycle, and traffic circulation; and integration of sustainable design elements to improve water and beach quality. Public facilitation for the project included stakeholder meetings, a project newsletter, and a public presentation and comment session.

Two Harbors Transient Marina, Two Harbors, Minnesota

Marina design Lake Superior adjacent to a decommissioned industrial-scale coal dock. Provided structural and civil engineering, landscape architecture, and project management for the new harbor and marina basin, as well as landside services, including site work, marina operations facilities, and public utility infrastructure, parking, and park trails and landscape design.

Margaret Boshek, PE

Coastal Engineer



Margaret has over 12 years of experience in the ocean and coastal engineering field specializing in metocean investigation, nearshore processes, sediment morphology, coastal structure design, waterfront and marina master planning and design, and project management. She has extensive experience with several technical modeling programs including hydrodynamic and hydraulic modeling, static and dynamic mooring analysis, geotechnical settlement and stability modeling, and hands-on experience in physical modeling and testing. Her field work experience includes construction and operations oversight, field inspections, underwater survey and systems deployment, and structural assessment.

Education

Master of Science, Coastal & Marine Engineering and Management
Delft University of Technology, The Netherlands, 2009;
University Politecnica de Catalunya, Spain, 2009;
Norwegian University of Science and Technology, Norway 2009

Bachelor of Science, Ocean Engineering
Florida Institute of Technology, Melbourne, Florida, 2003

Registrations

Professional Engineer:
British Columbia
Wisconsin

Professional Affiliations

American Society of Civil Engineers (ASCE)

PIANC

Badger Ferry Terminal, Manitowoc, Wisconsin

Initial design concepts for the terminal include removing the failing timber fendering system and constructing a new sheetpile wall adjacent to the existing. The new wall will be anchored with new sheetpile deadman. The timber fendering system will be replaced with energy absorbing roller fenders which allow the vessel to ride along the fendering system without impacting the sheetpile wall, thereby minimizing future fatigue stresses. This fendering system will be designed specifically for the safe moorage of the S.S. Badger.

S.S. Badger - Manitowoc Dock Facility Improvements, Manitowoc, Wisconsin

This project includes determining causes of failure, recommendations, designs, and engineering for sheetpile wall replacement, fendering replacement, and, if required, a modified mooring arrangement for the S.S. Badger Ferry and Manitowoc Dock improvements.

Kewaunee Harbor Park, Kewaunee, Wisconsin

Design and engineering for restoration of 80 feet of dockwall, as well as conceptual plans for improvements to the adjacent Harbor Park and Lighthouse. Project included boardwalk and fishing platforms, pedestrian lighting, park amenities, parking lot improvements, utilities, grant coordination, permitting and topographic and bathymetric surveying.

Two Harbors Transient Marina, Two Harbors, Minnesota

Marina design Lake Superior adjacent to a decommissioned industrial-scale coal dock. Provided structural and civil engineering, landscape architecture, and project management for the new harbor and marina basin, as well as landside services, including site work, marina operations facilities, and public utility infrastructure, parking, and park trails and landscape design.

Traverse City Public Pier, Traverse City, Michigan

The creation of a new 550-foot public pier, which provides universal access to deeper water fishing, and includes shade structures, bollard lights and fixtures, and seating and planting beds.

"Westbrook Associated Engineers solves tough civil engineering challenges every day. This is what sets us apart...we are Problem Solvers."

— Jeff Koch, President and CEO

Westbrook has a national reputation of being able to leverage their engineering expertise on a variety of complex engineering projects throughout the United States. Having professional engineers currently registered in 40 States proves that we have the ability to overcome challenging projects and then deliver on what we promise.

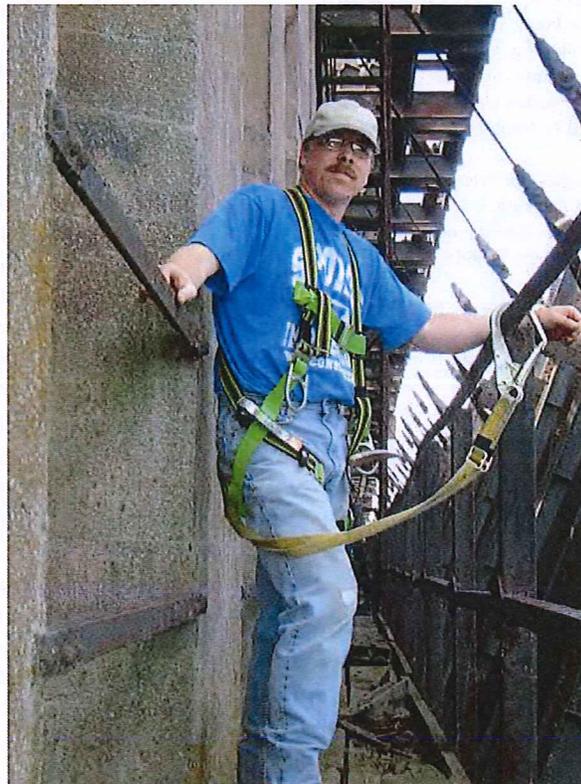
Located in Spring Green, Wisconsin, Westbrook Associated Engineers is solving tough civil engineering challenges every day. We incorporate the latest, cutting edge design and drafting hardware and analysis software coupled with high caliber experience and know-how. We empower our employees to think outside the box and go the extra mile when it comes to client service. This is what sets Westbrook Associated Engineers apart.....*we are the "Problem Solvers."*

Westbrook Associated Engineers specializes in providing construction engineering (including designing the rigging, falsework, formwork, erection procedures, temporary bridges, bridge float-ins or float outs, and cofferdams).

- **Cost-efficient.** Westbrook designs cost-efficient, trouble-free structures. Our superior quality documents that are thoroughly detailed, well coordinated, and accurate are the basis for this distinction. Our goal on every project is to optimize structural systems that meet or surpass budget and serviceability expectations.
- **Constructible.** Our nuts-and-bolts common sense project approach ensures that our designs are truly buildable.
- **Creative.** Westbrook believes that creative thinking is an important process in structural design. Our creativity consistently produces structural systems that integrate well with the environment and other building systems. We take great pride in developing practical solutions to complex problems—our reputation is built on a "can do" spirit that drives us to meet each challenge with inventive designs.
- **Coordinated:** We are adept at coordinating our work with multiple disciplines to produce accurate documents and meet demanding schedules. Multiple, ongoing, successful collaborations with owners, designers, and contractors nationwide attest to our skills in this area.

We staff each project with a team of engineers and technicians who are responsible for total execution of the project from design concept through construction administration. We believe this system produces a homogeneous project, with final construction accurately reflecting our design intent. For quality control, once construction documents are completed and prior to issuing plans, an alternate personnel group checks the project design and documentation as required.

Our staff is highly qualified to complete your structural engineering designs and looks forward to working with your team.



Jeff Koch, conducting the initial structural assessment of the ore dock

Jeff Koch, PE

Chief Structural Engineer



Jeff is a State and Federal NBIS Certified Bridge Inspector for routine, underwater and fracture critical bridges. He has been the project manager on over 250 underwater bridge inspections and on over 1000 routine and fractural critical bridge inspections. He is familiar with the WisDOT Facilities Development Manual process and all applicable structural design codes related to bridge and building construction. He has served as the lead forensic structural engineer on numerous claims involving OSHA Fall Protection criteria, structural collapses (buildings, bridge structure, grain storage facilities, and masonry walls), foundation damage during and after construction, wind/hail/snow damage from severe storm events and temporary shoring failures during construction operations.

Education

Bachelor of Science, Civil Engineering Structural, Iowa State University, 1987

Associates Degree, Civil Structural Technology, District One Technical Institute

Registrations

Professional Engineer: Arizona, Colorado, Florida, Idaho, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, North Dakota, Ohio, Pennsylvania, South Dakota, Utah, West Virginia, and Wisconsin.

Certification

FHWA Certified Bridge Inspector/
WisDOT Program Manager

Affiliations

American Society of Civil Engineers,
Member

American Railway Engineering and
Maintenance-of-Way Association

Ashland Soo Line Ore Dock Underwater and Structural Condition Assessment, Ashland, Wisconsin

Two phase study of the Soo Line Ore Dock. Phase I focused on the ore dock's substructure. Performed an underwater inspection on the overall condition of the substructure of the ore dock. Phase II focused on the structural condition of the "above water" portion of the ore dock and providing cost estimates for partial and complete removal.

Lakeshore State Park, Milwaukee, Dept. of State Facilities

Post-tensioned concrete arch bridge connecting the new state park to the shoreline. Complex geometry and construction techniques, post-tensioning with grouted tendons were used in the superstructure.

Washburn Marina Design, Washburn, Wisconsin

Rehabilitation of a failing timber bulkhead wall on the revitalized City Dock.

USH 12, Canadian Pacific Railroad Bridge, Monroe County

Bridge rehabilitation consisting of replacing the expansion devices and repainting the abutment bearings.

Wisconsin River Rail Transit Commission/WisDOT Bureau of Rails and Harbors project – Pier #4 Stabilization, Sauk City

RR Bridge over the Wisconsin River. The scope of this project changed during construction to involve explosive demolition of the failing pier and removal of one truss section.

Appanoose County Railroad, Centerville, Iowa

Removal of an old timber trestle railroad bridge and constructing a three-span steel girder structure.

IH 90, Wisconsin Dells – Portage, Sauk and Columbia Counties, WisDOT

This consisted of two separate contracts covering approximately 19 consecutive miles of interstate highway. Major items of work involved replacing all asphaltic shoulders and guardrail within the corridor.

Scope of Services

Task 1: Review and Assessment of the 2007 "City Dock Investigation" Report

SmithGroupJJR was retained by the City of Ashland in late summer of 2006 to investigate the continued settlement issues occurring at the City Dock. The settlement would first appear as small holes in the surface terrain and eventually develop into large voids below. It was apparent that fill material was leaking through the superstructure of the dock and into the waters of Lake Superior below. In order to understand the construction of the structure itself and determine the nature of the settlement, SmithGroupJJR undertook an underwater diving inspection of the outside of the dock. In addition, the City of Ashland provided a small backhoe to excavate the area surrounding these surface holes to gain a better understanding of the landside geometry of the dock as well.

Once the investigations were complete, it was clear that the wave action and seiche of Lake Superior was pulling sediment from behind the pile supported structure. At that time, we recommended that further exploration and excavation would be required to develop an appropriate cost effective solution.

Since SmithGroupJJR performed the initial investigation of the City Dock, we already fully understand what was involved in that assessment and what we need to do to move forward.

Task 2: Development of a Design to Fix the Failing City Dock

2.1 Existing Conditions

As we stated in the cover letter, a critical component of understanding the condition of the City Dock is to uncover the landside interface between the fill material and the waters of Lake Superior. We believe that by partnering with the City and utilizing the resources at your disposal we can achieve this investigation process in the most cost-effective manner. We propose to work with the City's Public Works department using the City's excavator to selectively uncover portions of the area behind the dock. Even though some of this

excavation was completed in 2006, it only scratched the surface of understanding the breadth of the settlement issues. During excavation, we will be onsite to observe and direct the excavation which will likely involve parts of the entire length of the dock. As portions of the dock are uncovered, we can make an assessment of the conditions below and determine if further excavation at that location is required or if we need to proceed further down the dock to a new location.

By utilizing the City's equipment and personnel, we can fully understand the existing underground conditions and can start to formulate the repair options based on our observations during the excavation.

In conjunction with the land-side excavation, we also propose to have a diver inspection of the waterside portion of the dock. Since it has been 11 years since our initial investigation, we want to ensure the varying water levels of Lake Superior that have occurred in the last decade have not led to degradation of the supporting pile field.

2.2 Water Levels / Seiche

SmithGroupJJR is known for its specialty in the field of coastal engineering. Our Coastal Engineers understand Lake Superior's water level fluctuation and seiche phenomenon. Water levels, wave action, seiche and ice interaction will all play a critical role in understanding the optimum solution. Through our previous experience with projects along your waterfront, (Ore Dock, Kiyi Docking Facility, Maslowski Beach and the Ashland Marina) we have already analyzed the Lake Superior influences and will need to spend little time "coming up to speed" to understand this component.

2.3 Public Use, Aesthetics and Safety

One of the main components of repair of the City Dock is the Engineering. However, we also understand the Human Spirit quality of those improvements which include public use, aesthetics and safety. SmithGroupJJR is not only a preeminent coastal and civil engineering firm, we are also a leader in landscape architecture and design. Once we understand the breadth of the engineering requirements and costs to repair the dock, we can work with the City to develop the improvements in such a way to enhance the public use of the open space and the land/water interface.

We know the attraction of the water and the desire to jump off the dock into Lake Superior below. It is incumbent on us to develop a solution that not only enhances this experience but provides the ability to do this in a safe manner. Entering the water is only one side of the equation. Getting out of the water is another. We will develop a solution that doesn't impact the depth of the nearshore waters and strategically places access ladders at intervals that are appropriate to all ages of thrill seekers. In addition, during the design process, we will ensure design components are compliant with all applicable codes and standards.

2.4 Public Education

We understand the grant requirements for this project that requires a public education component of the improvements. We view that as an opportunity for the community to showcase the history of the City Dock, why the improvements are necessary and what was undertaken to transform the dock into a safe attractive public amenity. Similar to the public education component of the Ore Dock, and perhaps linking the two, we will develop a program with the City that honors the history of Ashland and the City Dock and provides one more piece to Ashland waterfront experience.

Task 3: Construction Documents/Bidding/Permits

3.1 Schematic Design

Upon completion of the excavation investigation, analysis and the dive inspection, SmithGroupJJR will conduct a pre-kickoff conference call to discuss the results of the analysis and the path to move forward with the design. SmithGroupJJR will develop two initial schematic design plans based on our discussions. Plans will include the proposed layout of the improvements and preliminary details and materials. An opinion of probable construction cost (OPCC) will also be provided for each schematic design.

The draft schematic designs will be forwarded to the City and discussed via a telephone conference call. Based on feedback received from the City, the preferred schematic design will be refined and presented for final approval.

Meetings

- Pre-kickoff meeting conference call with City
- Kickoff meeting with the City and meeting minutes of initial project scoping discussions
- Draft Schematic Design conference call with City
- Presentation of final Schematic Design to City for approval

Deliverables

- Schematic Design plans
- Schematic Design-level opinion of probable construction costs (OPCC)

3.2 Design Development Plans

Based on the approved Schematic Design, SmithGroupJJR will prepare Design Development plans and outline specifications to describe the size, material, and character of all proposed elements of the project. Plans and specifications will be completed to a 35% level of final construction drawings, which is the level necessary to submit the project for permitting. The OPCC will be updated to the Design Development level.

SmithGroupJJR will have a conference call with the City to review the Design Development documents. Suggested changes will be made, and the drawings will be issued for permitting. (See permit discussion below)

Meetings

- Design Development review conference call with City

Deliverables

- Draft Design Report
- Design Development (35%) Plans, 1 full size plan set (22"x34"), 1 half size plan set (11"x17"), and one digital (pdf) copy
- Outline Specifications
- Design Development-level opinion of probable construction costs (OPCC)
- Presentation of Draft Design Report in a public forum as determined by the City

Scope of Services.

3.3 Final Design and Engineering

Based on the approved Design Development Plans, SmithGroupJJR will prepare final design documents and specifications to fix and describe the size, material, and character of all proposed elements of the project. Plans and specifications will be completed to a 100% level, which is the level necessary to secure contractor bids. The OPCC will be updated to the Final Design level. SmithGroupJJR will also incorporate any changes to the Design Report and incorporate those changes into the Final Report. SmithGroupJJR will meet with the City to review the Final Design documents. Suggested changes will be made, and the drawings will be issued for bidding.

Meetings

- Final Engineering review meeting with City.

Deliverables

- Final Design Report
- Final Design (100%) Plans, 1 full size plan set (22"x34"), 1 half size plan set (11"x17"), and one digital (pdf) copy
- Contract Manual (Specifications)
- Final Design-level opinion of probable construction costs (OPCC)
- Presentation of Final Report to the City Council

3.4 Bidding Phase (when timing is appropriate)

Bidding phase services for the City Dock Repair will include the following:

- Assist City with publishing advertisement for bids in local Newspaper of Record.
- Provide one copy of Construction Documents to City for Contractor review.
- Organize local printing company to distribute Construction Documents to bidders for purchase.
- Issue addenda to the bid documents as necessary to clarify document intent.
- Review bid tabulation and supporting documents and offer recommendation of action.
- If required, conduct a phone interview with the successful bidder to clarify any uncertainties.
- Assist the City in awarding and preparing contracts for construction.

3.5 Permit Application Services

Prior to the preparation of Schematic Design plans, SmithGroupJJR will coordinate a review of the City's preferred concept the WDNR and USACE. Following the meeting, SmithGroupJJR will issue a meeting summary to the City, and incorporate any discussed changes into the Schematic Design.

Once Design Development plans are completed, SmithGroupJJR will prepare the joint permit application to the Wisconsin Department of Natural Resources (WDNR) and the U.S. Army Corps of Engineers (USACE). The permit applications will not be submitted at this time. However, if project resources allow, submittal of the applications can easily be accomplished when appropriate.

Deliverables

- Meeting with WDNR and summary memorandum
- Prepare Joint USACE and WDNR Permit Application, including supporting documentation

Project Schedule

APR 2018

MAY 2018

JUN 2018

JUL 2018

AUG 2018

**SELECTION OF
QUALIFIED FIRM**

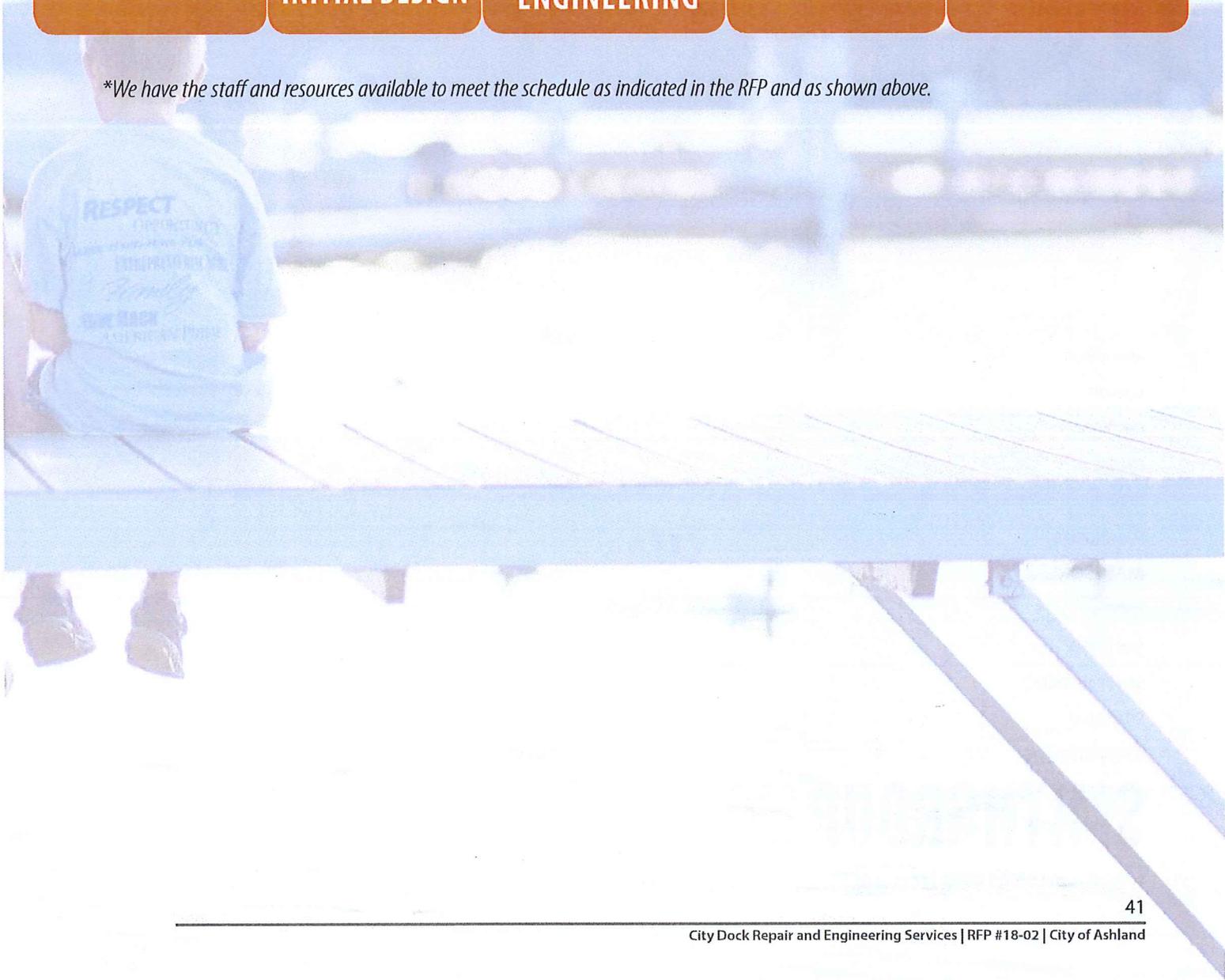
**SITE VISITS,
INVESTIGATIONS,
INITIAL DESIGN**

**FINAL
DESIGN AND
ENGINEERING**

**PROJECT
CLOSE OUT**

**FINAL REPORT DUE TO
WISCONSIN COASTAL
MANAGEMENT**

**We have the staff and resources available to meet the schedule as indicated in the RFP and as shown above.*



Project 2019

2019

2019

2019

2019

2019

ANN ARBOR

BOSTON

CHICAGO

DALLAS

DETROIT

LOS ANGELES

MADISON

PHOENIX

SAN DIEGO

SAN FRANCISCO

SHANGHAI

WASHINGTON, DC

SMITHGROUP JJR

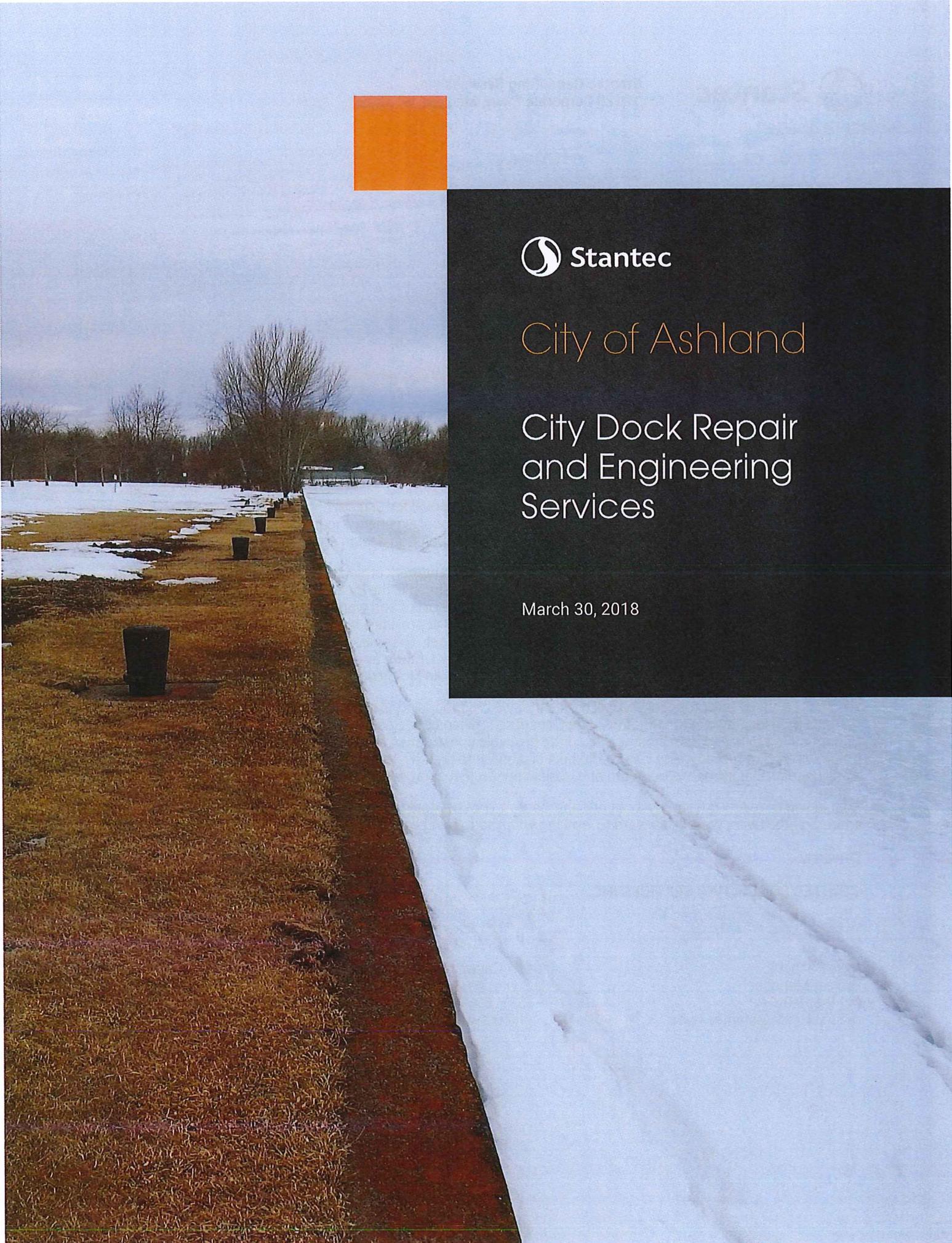
www.smithgroupjir.com



City of Ashland

City Dock Repair and Engineering Services

March 30, 2018





Stantec Consulting Services Inc.
12075 Corporate Pkwy, Mequon, WI 53092

March 30, 2018

Attention: Sarah Hudson
City of Ashland
Parks and Recreation Department
400 4th Ave W.
Ashland, WI 54806

Saving a Piece of Ashland's History with Structural Repair and Improvements

Dear Ms. Hudson:

Recent times have seen a wonderful movement of embracing historical sites in communities across the Midwest. The City of Ashland's City Dock Repair project is a great example of this trend. Why build new when restoring and recapturing a community's historical past can offer so much more. Stantec, with our partner, C&S Design & Engineering, Inc. (C&S Design), is excited to offer up our proposal for Engineering Services for the City Dock Repairs. Our team provides the perfect blend of local and national experience to provide the City of Ashland (City) exceptional service you can trust as well as a thoughtful and thorough design approach.

As your project manager, I am excited to be a part of this key landmark project within the City because it seems my career continues to lead me back to Ashland. The City, the people, the local family-owned restaurants and Lake Superior Shoreline create an environment I truly enjoy being a part of and want to remain a part of throughout my career. The Stantec team we have proposed will work with me to provide a high-quality product that balances sound design, the City's vision for City Dock, and the appropriate budget. The selected repairs will need to be completed with long term visions in mind. With our approach to this project, future amenities can be planned along the Lake Superior Shoreline that can last the test of time once the shoreline improvements are made.

Within the body of this proposal you will notice that we are proposing to provide the City professional services for each item identified in the RFP, including Construction Plans and Specifications (Task 3). Without complete Construction Plans and Specifications accurate probable construction costs cannot be developed for funding purposes and we feel anything less would be a disservice to the City. We look forward to an interview which will allow us to further introduce our team and explain our project approach on your behalf.

Should you have any questions about our approach, do not hesitate to contact me. On behalf of C&S Design and the entire Stantec team, we look forward to working with you to bring your vision to reality.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Mike Bach, PE
Project Manager
(414) 690-0138
michael.bach@stantec.com

Phil Caswell, PE
Senior Associate
(651) 604-4766
phil.caswell@stantec.com





Contents

Firm Overview	2
Project Understanding	5
Proposed Work Plan	6
Project Schedule	8
Fee Proposal	9
Related Experience	10
Meet the Team	14

Firm Overview

The Stantec team has in-depth experience providing coastal services to dozens of cities around the region and across North America. Our team includes some of the region's most experienced and respected engineers, surveyors, and landscape architects with deep ties to the communities in which we work. We take pride in a long history of being part of the communities we serve. That's why at Stantec, we always **design with community in mind**. Founded in 1954, the Stantec community unites more than 22,000 specialists working in over 400 locations across North America and internationally. We are in close proximity to our clients for responsive service.

We collaborate across disciplines and industries to make projects happen. Our surveyors, engineers, and transportation experts lay the groundwork for infrastructure, while our planners create visions for sustainable, resilient, long-lasting communities. Our public participation experts engage stakeholders to build consensus. Our landscape architects, architects, and project managers bring designs to life. Together, we cover all aspects of development and redevelopment, while balancing what's important to the community and the environment.

Experts in Docks, Ports and Marinas

At Stantec we understand that the successful realization of projects for docks and marinas requires a multi-disciplinary approach. With more than 60 years of experience across North America in design and engineering, our teams combine specialized, worldwide knowledge experience and expertise with local project delivery.

As a proven total-solutions partner, Stantec provides a wide range of professional and multi-disciplinary consulting services in the field of ports, docks, and marine terminals. Our core strength lies in the integration of the key skills required for master planning, feasibility studies, engineering design, specialized geotechnical, project management, environmental services and construction supervision for port and marine projects.

Over the years, we have complemented our experience with an array of disciplines and specialties as diverse as the parks, open spaces, and waterfronts we have been commissioned to bring to life in hundreds of communities.

During the course of our work in projects across North America, we have led communities in the development of park facility programming and the adaptation of physical elements in complex surroundings. Sites include former industrial waterfronts, remediation sites, parks over structure, and vacant and underutilized spaces with

extraordinary potential for public use. These sites are often located in communities established over 100-years ago, placing great emphasis on community history and commemorating that history in engaging and timeless ways.

Award-winning Solutions

Our team has led the design of some of our nation's most notable public park, open space, waterfront and active recreation parks. Stantec was lead consultant for Wausau Riverfront Redevelopment in Wisconsin. This recently completed phase of the project received the Wisconsin ASLA Project of the Year as well as the APWA Project of the Year and transformed reclaimed space to all new public recreation facilities for the enjoyment of local residents and tourists who reside in and visit this community.

Stantec is an award-winning design firm, recipient of over 200 awards from national and local chapters of the American Society of Landscape Architects, ACEC, preservation associations, and Engineering News Record.

More important than our design recognition is our commitment to being responsible design leaders. With 240 LEED certified projects completed and nearly 600 LEED registered projects, we expertly advise on sustainable designs from groundwork and plantings to built facilities and operational needs.

Our team takes great pride in structuring our recommendations and designs to align with potential funding sources. Our master plan for the 333-acre Eisenhower Park in Milford, CT led to over \$1,200,000 in funding from non-municipal sources to design and construct a new 6-acre wetland and a new pedestrian bridge spanning the Wepewaug River. In New Rochelle, NY we were instrumental in obtaining \$2,000,000 in FEMA funding for flood mitigation system design tied into the reconstruction of a new synthetic surface soccer field. Our master plan was utilized by local elected leadership to obtain an additional \$9,600,000 in Legacy Grant funding from Westchester County.



Creativity is where our knowledge, experience, and imagination meet to get the job done better, faster, and smarter. Our inventive and collaborative approach to problem solving helps bring big ideas to life.

Partners for Success

Stantec is proud to partner with C&S Design & Engineering, Inc., a local subconsultant, to best meet the needs of the City Dock Repair and Engineering Services project.

C&S Design & Engineering, Inc. (C&S Design) is a locally owned and operated company that has been in business in Ashland, Wisconsin for 30 years.

The team at C&S Design is comprised of dedicated, honest, and enthusiastic professionals who are specialized in providing architecture and engineering services. Together, their team has over 100 years of combined experience in providing top-quality design, engineering and inspection services. Additionally, C&S Design has AIA-certified and LEED-accredited professionals working to provide exceptional design services for a variety of projects.

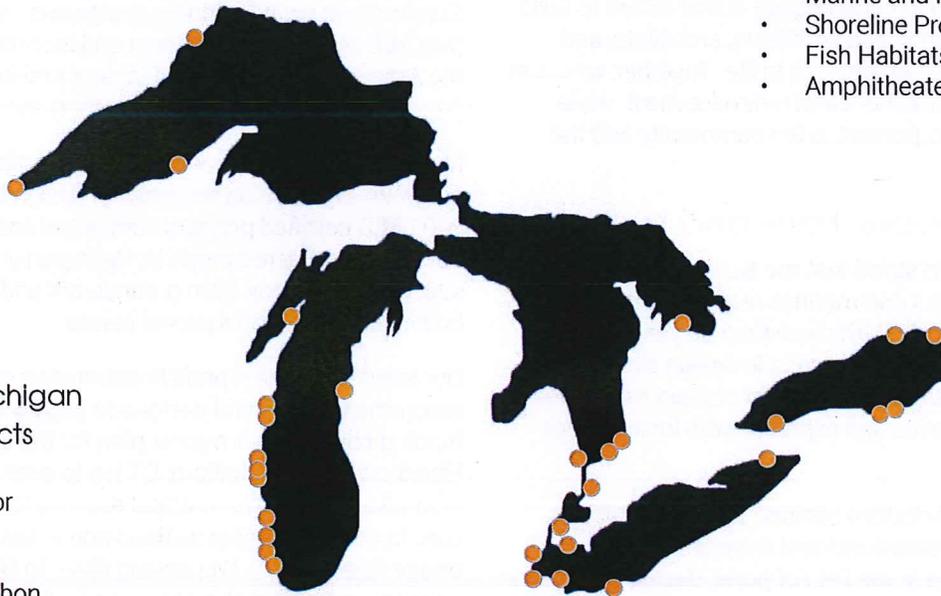
Stantec Great Lakes Coastal Experience

Project Types

- Waterfront Parks and Trails
- Marine and Harbor Design
- Shoreline Protection
- Fish Habitats
- Amphitheaters

2016 Lake Michigan Coastal Projects

- Baily's Harbor
- Manitowoc
- Two Rivers
- Schlitz Audubon
- Carthage College
- Chicago





What is the true condition of the elements we cannot see? Our approach using Ground Penetrating Radar is the most cost effective way to find out.

Project Understanding

The City of Ashland wishes to improve public safety and stop degradation of the area known as City Dock, located on the western-most edge of Bayview Park. The project is intended to be completed in two phases: 1) Preparation of design and construction documents for repairing the dock, and 2) Implementation of the repair project. This proposal is only for design and the preparation of construction documents for repair.

According to the City's account, City Dock was the site of the Reis Coal Dock #1 and is located on the western half of Bayview Park, in the City of Ashland. It was constructed in 1886 and operated until the mid-1960s. City Dock, as it is now called, is where coal ships would land for unloading the coal. A hoist system was on land to haul the coal from the ship to coal yard, where it would wait until rail cars took the coal to the next destination.

The City took ownership of this property in the 1970s and called it City Dock. Throughout the years, small depressions ("sink holes") were discovered along the shoreline, approximately 11 feet landward from the water's edge. Occasionally, these sink holes were filled with granular soil to make it safe for public to continue to use the space.

In 2006, the City contracted with a consulting firm to perform a structural investigation of the dock, which included pothole soil excavations at selected locations along the shoreline, as well as underwater inspection of the pile-supported concrete portion of the dock structure by divers.

The inspection determined that the concrete dock section is "L"-shaped, of which the horizontal leg is supported on two rows of driven piles. The vertical leg of the dock retains

the landside fill soils. In some areas, the horizontal portion is missing, and only large stones retain the landside fill soils. With large void spaces between stones, the soils are migrating through and being washed out into the lake, leaving behind large underground voids.

The investigation determined the dock structure itself to be structurally sound, but suggested that more investigation be conducted to determine how the dock was constructed and how it should best be repaired. This "Investigation and Design" phase will update the work done previously, examine and consider the options available, and take the repair design and construction documents to a point ready for commencement of construction.

Whenever undertaking a potentially large-scale repair project such as this, it is strongly recommended that the City have a solid understanding of how the City Dock, once repaired and ready for long term service, will fit into the future plans for the immediate area and the adjacent areas. Having a clear vision of the function of City Dock and its relation to the shoreline, the park, and the city as a whole, is important for making decisions about how to approach the repairs. The repair project provides an opportunity for the City to incorporate any desired improvements or added amenities that may improve the public's use of the space and interaction with the lakeshore.



The plan we create will turn the City Dock into an amenity residents and tourists can visit with pride.

Proposed Work Plan

The RFP identifies and describes four main tasks to be included in the Scope of Work. Generally, they would be completed sequentially, and are to conclude with two deliverables being submitted to the City when they are complete. These identified tasks are:

Task 1 - Review and Assess the 2007 Documents

Stantec will review the report, "City Dock Investigation," prepared by JJR, LLC, dated January 2007. This report was included in the Request For Proposal, and will be reviewed in detail, along with any other photographs or other supporting materials. Photographs and other documentation from that time are particularly important for comparing to current conditions, to help understand what changes have occurred in that time. This report did not, however, provide detail about how the dock was constructed, nor did it make recommendations for repairing the dock or addressing the erosion of the shoreline soils.

In addition to the document review described above, Stantec proposes to perform additional investigation and research to better understand the existing dock construction and existing conditions surrounding City Dock. Stantec feels these additional investigation work is vital to ensuring the right solution is developed for the City Dock repair. This step, while adding a small amount of cost today, will be beneficial in design selection and long-term success of the project.

It is likely, after more than 10 years since the 2006 field investigation was conducted, that the landside soil fill, and potentially the concrete dock structure itself, have changed, possibly significantly. This additional investigation subtasks will include:

- Visit the site for first-hand observation of conditions and potential signs of distress, settlement, etc. This is included in our fee proposal as Subtask 1.1.
- Conduct a topographic survey of the City Dock area, to both help identify areas of potential settlement and/or void formation, and to aid in the design of the City Dock repair and the preparation of construction documents. This is included in our fee proposal as Subtask 1.2
- Bring in an Independent Testing Laboratory (ITL) to perform a Ground Penetrating Radar (GPR) survey of the area. GPR uses radar waves to detect anomalies below the ground surface, which can help identify and delineate the subsurface voids and the extents of the dock horizontal concrete retention ledge. This will provide a "map" for the repair efforts.

Photographs of the site show a series of mooring posts along the dock. The GPR can help locate the extents of the subsurface concrete, including the areas around these mooring posts. Because the post anchorages are different than the run of the dock, these areas may be more, or less, susceptible to soil erosion and should be investigated closely. This is included in our fee proposal as Subtask 1.3.

Our proposed fee includes all the Task 1 scope items described above.

Task 2 - Develop a Design to Repair City Dock

Based upon a review of the 2007 documents, as well as the additional investigative work completed in Task 1, Stantec will develop an approach to the repair that will consider the existing conditions, water levels, public safety, aesthetics, usage, maintenance and operation, etc. Items to be addressed in the design may include, but are not limited to, public education, low maintenance, continued usage by the public, compliance with Wisconsin Administrative Code, etc.

As discussed under the Final Report task below, Stantec recommends that the Final Report be prepared prior to commencing with Task 2 to thoroughly consider and discuss viable design options. Each option should be considered for the many factors described above, as well as its constructability, long-term serviceability, cost, compatibility with the City's vision for the surrounding area, etc. With all of this information made available, the City may better be able to decide which repair design best meets the City's needs.

Our proposed fee includes all the Task 2 scope items described above.

Task 3 - Construction Documents

Stantec will prepare construction documents, including drawings and specifications, of the proposed dock repairs, to be used by contractors for construction and the City of Ashland's grant pursuits. Subtasks included in this work scope item include:

- Preparation of construction drawings and specifications
- Preparation of an Opinion of Probable Construction Cost
- Identification and inclusion of necessary local, state and federal permits required for the contractor to execute the repairs of dock

Our proposed fee includes all of the Task 3 scope items described above.



Stantec will perform additional investigation and research to better understand the existing dock construction and conditions surrounding City Dock

Prepare a Final Report

Stantec will prepare a Final Report that summarizes the Task 1 documents' assessment, describes the various methods of additional field investigation work performed and the existing conditions found, and includes descriptions of the various repair options considered for the City Dock.

Following preparation of a draft of the Final Report, Stantec will present the report in a public forum, as determined by the City. Based upon City and community input, the report will be updated and issued as a Final Report, which will then be presented to the City Council for approval.

Please note that Stantec strongly recommends that this important Final Report step be completed immediately following Task 1, so that the investigation findings can be documented and disseminated immediately, and so that multiple repair options (including costs) for the dock can be considered and discussed prior to proceeding to performing the design in Task 2 and commencing with construction documents in Task 3.

Our proposed fee includes all of the Final Report Task scope items described above.



As a committed, total-solutions partner, our clients are at the core of what we do. Because their success is our success, we always do what is right for their projects and their residents. This includes proposing the GPR service to this project. It is the right thing to do.

Project Schedule

Concept Report

Task	Start Date	End Date
Review and Assessment	April 18	April 25
Prepare Concept Report	April 29	May 11
Design Phase	May 14	June 15
Final Draft of Report	June 15	July 10

**If awarded, this project schedule shall be reviewed by the City of Ashland and Stantec. The final schedule will be agreed upon at project kickoff.*

Fee Proposal

The fee proposal is included as a separate sealed envelope labeled City Dock Repair and Engineering Services, as requested in the RFP requirements.

Related Experience



Fowler Lake Shoreline

Oconomowoc, Wisconsin

City of Oconomowoc

John Kelliher, Director of
Parks and Recreation

262-569-2177

jkelliher@oconomowoc-wi.gov

Active community involvement and an enthusiastic steering committee helped develop a vision for this lakefront redevelopment, including a new boardwalk, boat launch and park amenities.

Oconomowoc, "where waters meet," is a thriving lake community located just outside of the Milwaukee metropolitan area. The Oconomowoc Parks, Recreation & Forestry Department chose us to redesign the Fowler Lake waterfront, focusing on the natural beauty of the surrounding environment. Their goal? Make this area a downtown destination for community members and visitors alike.

Our multi-disciplinary team of engineers, designers, and environmental specialists created innovative design concepts to help highlight the natural features of the space. They also worked to navigate the sometimes-complicated environmental permitting processes associated with waterfront properties.

Design concepts include a large pier, a boat launch facility, a shoreline boardwalk, a gazebo, and restoration elements. We engaged the community by posting the concepts online and soliciting input through social media. With active community involvement and an enthusiastic steering committee, the community's vision for this lakefront redevelopment has now come to fruition. The design additions, especially the new boardwalk (with bump outs that allow people to stop and enjoy the view) have transformed Fowler Lake into the people's lake.



Call John to find out how this project has put an entire new face and energy to the Fowler Lake shoreline.



AWARDS: 2018 Wisconsin ASLA Project of the Year
2018 Wisconsin APWA Project of the Year

Wausau East Riverfront Development

Wausau, Wisconsin

City of Wausau

Brad Lenz, City Planner

715-574-8936

brad.lenz@ci.wausau.wi.us

Transforming environmentally blighted brownfields into inviting recreational resources is one way Stantec helps “design with community in mind.” A multi-faceted Stantec team is currently doing just that for the City of Wausau, where a sweeping \$82 million waterfront redevelopment is underway.

Stantec’s team of urban planners, landscape architects, engineers, and scientists is working with the City of Wausau to implement public improvements along over 2,200 feet of Wisconsin River shoreline—laying the groundwork for a new regional recreation, entertainment, commercial and residential waterfront destination.

The first design phase provided the framework for this once-in-a-lifetime community project: an ADA publicly accessible pedestrian bridge, boat docks, kayak launches, wharf, nearby kayak launch, multi-use trail system, riverbank restoration, lighting, and site furnishings. The team also “daylighted” a previously navigable stream, which had been hidden within a large diameter storm sewer for years, and enhanced it with an arched bridge and lighted waterfall feature.

More is on the way. The second phase of improvements will include a park and a bathhouse/concession building that will offer an unusual array of attractions for all ages. These amenities will include a paved play and event area: open play and games area; a leaping water fountain and sitting area; climbing rocks, art, and slides; an extensive rubberized accessible play area with large climbing net play structures and other miscellaneous play structures; outdoor exercise “club”; climbing wall; and challenge course. Outdoor art will integrate and enhance all elements.

Over the past several years, Stantec’s brownfields team has also helped city officials obtain more than \$2.5 million in federal and state funding to remediate and redevelop 31 acres of vacant and contaminated riverfront parcels. Their work resulted in the 2013 national Brownfield Renewal Award for Economic Impact.



Ask Brad how Stantec secured millions of EPA Grant funds to revitalize the blighted Riverfront area of Wausau into an award winning jewel of the City.



Neshotah Park Master Plan

Two Rivers, Wisconsin

City of Two Rivers

Rick Manchester, Former Director
Two Rivers Parks and Recreation
(920) 793-5593

Neshotah Park is the City's primary community park, located along Lake Michigan. In the 1980s the original sand dunes and accompanying dune vegetation were removed to provide a better view of the lake from the park. This caused increased erosion of the beach and damage to park vegetation. With nothing between the beach front and neighboring residential areas, it was important that the balance between the land and park elements be evaluated to restore an ecological balance. The City selected Stantec to complete a master plan study that addressed ecological and recreational concerns.

Through a design charrette process, Stantec developed five alternative concept plans for the City and stakeholders to review. Each showed a different way to blend traffic circulation, access roads, parking, entry features, restored rock gardens, trails, tennis courts, horseshoe pits, ball fields and picnic areas, and ecological restorations.

Native beach grasses and carefully placed sand dunes were proposed to help reduce the amount of blowing sand into the park, while reducing the overall maintenance costs.

The master plan selected by the City offers an attractive environmental and recreational asset to the community. It also offers a logical phasing and sequencing plan to meet the City's fiscal needs. The master plan was adopted by the City with plans for future improvements to be accomplished in phases. The City later added a bicycle/pedestrian trail along the lake.



Through the years, the Stantec master plan has been built in different phases along the shores of Lake Michigan.

C&S Design Project Experience and References

C&S Design has considerable experience in providing Design, Engineering, Construction Management and Contract Administration Services and has an established a long working relationship with area contractors and clients. The following is a list of local projects, applicable to the associated RFP the firm has been contracted for within the last five years:

City of Ashland

- Update Existing Plan, Bidding, & Construction Administration for Bayview Pier
Project Cost: Appx. \$600,000
- Architectural/Engineering Services for new Police Station

Estimated Project Cost \$4,300,000
- Architectural/Engineering Services for Salt Shed
Estimated Project Cost \$200,000
- Campground Redevelopment (including Restroom/Shower facility) at Prentice Park
Project Cost: Appx. \$400,000

Ashland County

- Architectural/Engineering Services for Highway Dept Equipment Storage Buildings
Project Cost: Appx. \$156,000
- Architectural/Engineering Services for Forestry Dept Office Addition in Butternut
Project Cost: Appx \$152,000

Bayfield County

- Civil Engineering & Construction Administration for Business Park Road
Estimated Project Cost: \$750,000
- Architectural/Engineering Services for FEMA Building at Fair Grounds
Project Cost: Appx. \$250,000
- Architectural/Engineering Services for Forestry Storage Building
Project Cost: Appx. \$319,000
- Architectural/Engineering Services for Highway Department Garage
Project Cost: Appx. \$212,000

City of Ashland Housing Authority (Three-year contract for services)

- Architectural/Engineering Services for Gutter Replacement on Family Homes
Project Cost: Appx. \$32,000
- Landscape Design & Construction Administration for Driveway and Yard Repairs on Family Homes
Project Cost: Appx. \$186,000
- Architectural/MEP Engineering Services for Electric Panel Replacement at Bay Tower
Project Cost: Appx. \$90,000

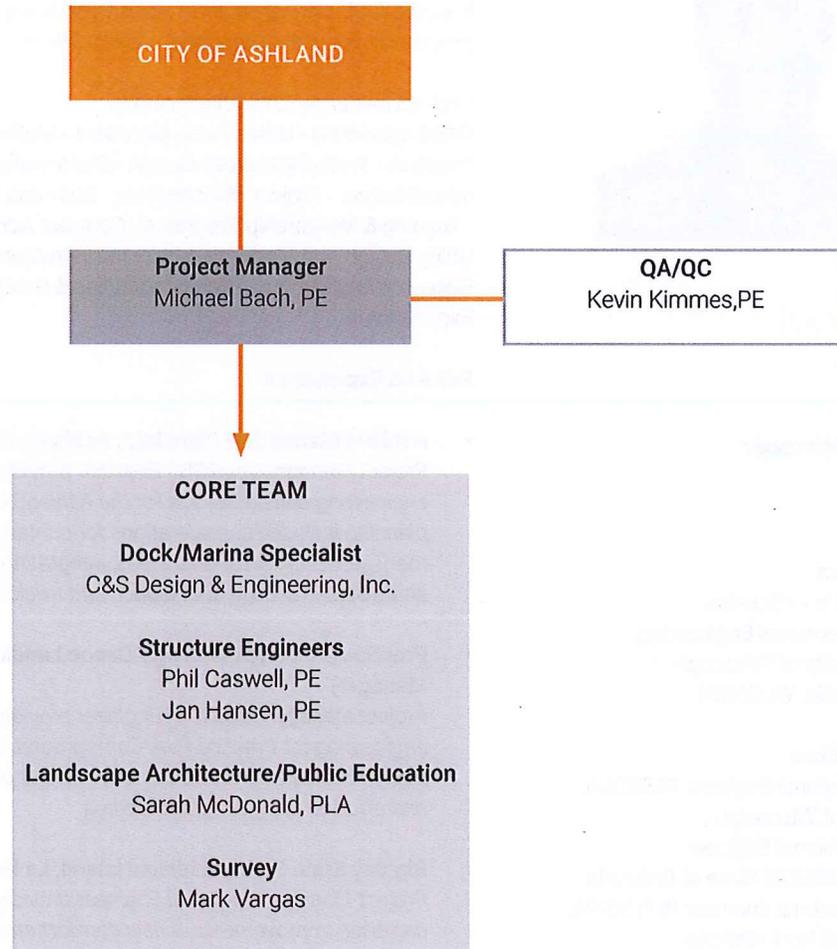
References

C&S Design prides itself on maintaining on-going relationships. The following is a list of references which may be applicable to the attached RFP response. Additional references, letters of recommendations, and/or other information can be provided upon request.

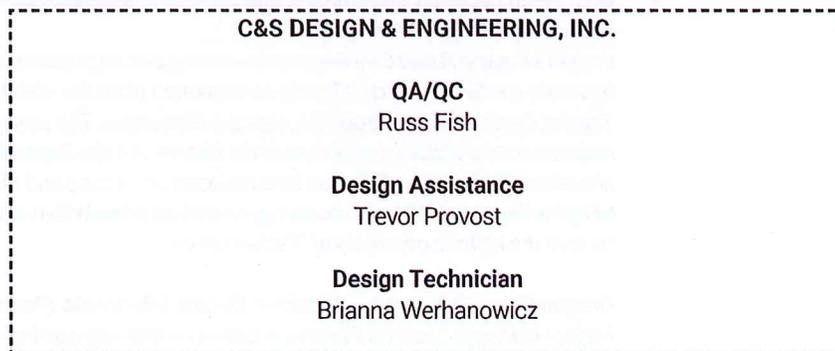
- Ms. Sara Hudson, Director
City of Ashland Parks and Recreation Department
400 4th Avenue West
Ashland, WI 54806
(715) 682-7059
- Mr. Dale Kupczyk, Executive Director (Retired)
Ashland Area Development Corporation
422 3rd Street West
Ashland, WI 54806
(715) 682-5867 (Home)
- Ms. April Kroner, Planning & Development Director
City of Ashland
601 Main St. West
Ashland, WI 54806
(715) 682-7583
- Ms. Meagan Van Beest, General Co-Manager
Chequamegon Food Co-op
700 Main Street West
Ashland, WI 54806
(715) 682-8251
- Ms. Bonnie Stegmann, Business Manager
Ashland School District
1023 Binsfield Road
Ashland, WI 54806
(715) 682-7952
- Mr. James E. Hagstrom
7876 Autumn Pond Trail
Middleton, WI 53562
(608) 335-1177
- Mr. Thomas Grosjean, Director of Facilities Management
Ashland School District
1023 Binsfield Road
Ashland, WI 54806
(715) 682-7952

Organizational Chart

Our team has been designed with your needs in mind. We will deliver a plan that builds on the City's strengths while embracing the needs of the community.



Partners for Success



MEET THE TEAM



**Michael
Bach**

PE
Project Manager

Education

- Bachelor of Science, Environmental Engineering, University of Wisconsin - Platteville, WI, 20074

Registrations

- Professional Engineer #43356-6, State of Wisconsin
- Professional Engineer #PE.0052278, State of Colorado
- Professional Engineer #PE-10790, State of North Dakota

Michael Bach brings over 10 years of experience in environmental, civil engineering and water resource engineering, site assessments, site developments, leading projects through entitlements, due diligence, and overall project management. He is a licensed professional engineer utilizing technical skills and strong communication to provide clients with exceptional project delivery.

Michael has experience that includes:

Civil Engineering - Urban Redevelopment - Multi-Family Developments - Healthcare Facilities - Water Resources Design - Stormwater BMP Design and Green Infrastructure - Project Management - Business Development - Relationship Building - Training & Mentorship Programs - Contract Administration - Plan Reviews - Wet Utility Design and Modeling - Utility Infrastructure Analysis - Environmental & Water Resource Engineering - Drainage Studies & Design - Various Modeling Software Experience

Related Experience

- **Ashland Marina Site Planning*, Ashland, Wisconsin (Project Manager)**
Project Manager/Lead Civil Engineer providing site planning, and preliminary engineering considerations for the Ashland Marina and Park Master Plan. Site planning included considerations for contamination, grading, stormwater management, recreational areas, integrating permanent monitoring wells, lake shore stabilization, a boat launch and truck/trailer parking.
- **Prentice Park Site Planning / Canoe Landing*, Ashland, Wisconsin (Project Manager)**
Project Manager/Lead Civil Engineer providing site planning, and preliminary engineering for Prentice Park Campground, Comfort Station and Canoe Landing. Utility considerations, site access, and site planning with City Staff was provided in and effort to apply for grant funding.
- **Big Bay State Park*, Madeline Island, La Pointe, Wisconsin (Project Manager)**
Project Manager/Lead Civil Engineer providing site planning and engineering for campsite improvements, a new comfort station, parking areas, utility services, storage buildings and lakeshore walking path. Design considerations incorporated permit requirements, stormwater management, lakeshore erosion concerns, grading constraints and ADA accessibility.
- **Glensheen Mansion Streambank and Shoreline Stabilization*, Duluth, Minnesota (Project Manager)**
Project Manager/Lead Civil Engineer providing site engineering, hydrologic & hydraulic modeling and developing construction plans for stabilization of both Tischer Creek and Bent Brook through the Glensheen. The project also included restoration of a historic outlook near the shores of Lake Superior and structural shoreline stabilization. Services also included permitting and regulatory oversight of hydraulic and hydrologic modeling, as well as filling within waters of the State to restore the historic geometry of Tischer Creek.
- **Oregon Creek Stream Stabilization*, Duluth, Minnesota (Project Manager)**
Project Manager/Lead Civil Engineer providing site engineering, hydrologic & hydraulic modeling, and plan preparation for a stretch of Oregon Creek damaged by flood events. Improvements included wall and bank stabilization as well as stream bed stabilization and naturalization with native boulders and rock media.

*denotes projects completed with other firms



Kevin Kimmes

PE
QA/QC

Kevin Kimmes has more than 19 years of engineering experience that have encompassed a broad range of technical challenges. Kevin's municipal engineering projects have included reconstructing and developing new street, sewer, water and stormwater quality and quantity systems. Serving as a city/town engineer for various municipalities in Wisconsin and Minnesota, Kevin has made significant revisions to ordinances and design standards to position these communities for success. Kevin's experience includes managing multiple design projects, as well as reviewing private development construction. His technical engineering background is complemented by his ability to communicate effectively with people in a friendly, businesslike manner. Kevin also brings strong familiarity with innovative construction products such as geosynthetic grid and geotextiles, and understands how they can be applied to deliver cost-effective projects.

Education

- Master of Science, Infrastructure Systems Engineering, University of Minnesota, Minneapolis, Minnesota, 2002
- Bachelor of Science, Civil Engineering, University of Wisconsin-Milwaukee, Milwaukee, Wisconsin, 1998

Registrations

- Professional Engineer in WI

Related Experience

- Fowler Lake Shoreline Project
- Hart Park Skate Park
- Stonecroft Drive Reconstruction



Phil Caswell

PE
Structural Engineer

Phil Caswell joined Stantec in 1984 and currently serves as Structural Team Leader in our St. Paul, MN office. Phil's responsibilities include staff management, structural design, specification preparation, and quality assurance. His experience includes structural design and construction of a wide variety of project types, including dams, pumping stations, water and wastewater treatment facilities, flood control projects, new buildings, tanks and structures, structural condition assessments, building and tank repair, renovations and demolition. Phil also has extensive experience with civil and site-related projects such as retaining walls, hydraulic inlets and outlets, buried utility vaults and concrete pavements.

Education

- Bachelor of Civil Engineering, University of Minnesota, St. Paul, Minnesota, 1983

Registrations

- Professional Engineer in WI, IA, SD, ND, MO, and MN

Related Experience

- Wausau East Riverfront Development, Wausau, Wisconsin
- Mequon-Thiensville Dam Renovation, Mequon-Thiensville, Wisconsin
- Willow River Lower Power Dam Rehabilitation, Hudson, Wisconsin
- Legend Lake Dam No. 3 Rehabilitation, Keshena, Wisconsin
- Moores Park Dam Right Abutment Reconstruction, Lansing, Michigan
- West Fargo/Sheyenne River Flood Control, West Fargo, North Dakota
- Bulkhead Lifter Structural Condition Assessment/ Mississippi River Locks and Dams
- Stage 3 Flood Control, Chaska, Minnesota



Jan Hansen

PE

Structural Engineer

Jan Hansen has 30 years of experience and serves as a senior structural engineer with broad experience in the design, evaluation, inspection, and construction of bridges, dams, buildings, retaining walls, box culverts, and wastewater structures. This experience also includes concrete substructures, pile foundations, drilled shafts, earthen embankments, seawalls, boardwalks, and wharf structures.

Education

- Master of Science, Engineering, University of Wisconsin-Milwaukee, Wisconsin, 1994
- Bachelor of Science, Civil/Structural Emphasis, University of Wisconsin-Milwaukee, Wisconsin, 1982

Registrations

- Professional Engineer in WI, SD, MN, and FL

Related Experience

- Del Prado Blvd, Cape Coral, Florida – Five bridge and seawall designs
- Marquette Interchange, Milwaukee, Wisconsin – 4.2 miles of retaining wall designs
- Prominence Place, Destin, Florida – Dockwalls and wharf design
- Okauchee Lake Dam, Oconomowoc, Wisconsin – Embankment, dam and spillway restoration design
- SR 115 over the Ribault River, Jacksonville, Florida – Fenders and seawall inspection
- Water Treatment Plant Improvements, Ashland, Wisconsin - Building and liquid-tight basin design
- Wausau Papers, Brokaw, Wisconsin – Tank design and foundation improvement compaction grouting
- Fowler Lake, Oconomowoc, Wisconsin – Wharf design
- Wapsipinicon River Dam, Troy Mills, Iowa – Removal and rock rapids design
- Kentucky River Lock and Dam No. 10, Madison County, Kentucky – Replacement design



Sarah McDonald

PLA

Landscape Architecture/Public Education

Sarah McDonald recently joined Stantec and serves as a landscape architect and urban planner in the Mequon office. Sarah has a passion for designing spaces that improves the relationship between people's quality of life and the built environment. Sarah's professional experience spans the realm of urban design, landscape design, and green infrastructure for a wide range of project markets

Education

- Master of Science, Urban and Regional Planning, University of Wisconsin-Madison, Madison, WI, 2012
- Bachelor of Science, Landscape Architecture, University of Wisconsin-Madison, Madison, WI, 2008

Registrations

- Licensed Landscape Architect #41858, Council of Landscape Architectural Registration Boards 2016/03
- Licensed Landscape Architect #701-14, State of Wisconsin 9/11/2015 - 07/31/2018

Related Experience

- Fond du Lac Loop [Trail] Landscape Master Plan*, Fond du Lac, Wisconsin
- Pike River Corridor Plan*, Mount Pleasant, Wisconsin
- Hillsboro Park and Trail Improvements*, Hillsboro, Wisconsin
- West Bend Riverwalk*, West Bend, Wisconsin
- Wisconsin Rapids Riverfront Redevelopment*, Wisconsin Rapids, Wisconsin
- Lake Michigan Implementation Strategy*, Michigan City, Indiana (Planner)
- Biron Park Concepts, Comprehensive Outdoor Recreation Plan*, Biron, Wisconsin
- Rothschild Park Master Plan*, Rothschild, Wisconsin
- Park Master Plans and Comprehensive Outdoor Recreation Plan*, Mukwonago, Wisconsin

**denotes projects completed with other firms*

Mark Vargas

Surveyor

Mark Vargas joined Stantec in 2015 and brings over 20 years of survey experience. Mark has worked on a number of construction sites, ranging from commercial sites to bridge construction.

Education

- Certified Survey Technician Level III, Hennepin Technical College, Hennepin, Minnesota, 2006
- Auto/CAD, Hennepin Technical College, Hennepin, Minnesota, 2000

Related Experience

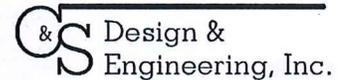
- Centerpoint Energy Beltline Construction, Twin Cities, Minnesota
- Mystic Lake Casino Topographic Survey, Prior Lake, Scott County, Minnesota
- Minnesota DOT Highway 52 (ROC 52) Design-Build*, Rochester, Minnesota
- Penn Avenue 494 and 494 Anderson Lakes Interchange*, Minnesota
- Inbound/Outbound Roadways for MAC Improvements*, Minneapolis, Minnesota
- Carver Co 45 - Scott Co 9 Bridge*, Scott County, Minnesota
- Civil East Light Rail Project*, St. Paul, Ramsey County, Minnesota

**denotes projects completed with other firms*



Trevor Provost

Design Assistance



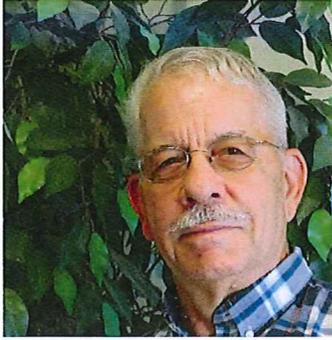
Trevor Provost has over 27 years of design experience. He specializes in residential and commercial building design, interior and exterior plumbing system design, construction management, performing ADA accessibility studies, wood framed and steel framed building design, and specification writing. He is knowledgeable of the Wisconsin Building and Plumbing Codes. Trevor is trained in ArchiCAD and has experience in energy efficient MEP design and local program rebates.

Education

- Associates Degree in Architectural / Commercial Design, Wisconsin Indianhead Technical College

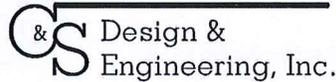
Related Experience

- Port Wing Fire Department, Port Wing, Wisconsin
- Prentice Park Campground Redevelopment Project, Ashland, Wisconsin
- Superior Sauna, Ashland, Wisconsin
- Town of Cable Garage, Cable, Wisconsin
- Ashland Learning Center Addition at Ashland High School, Ashland, Wisconsin
- GM Facility Image Program at Von Holzen Auto & Truck Center, Ashland, Wisconsin
- Visitor Center Amnicon Falls State Park, Superior, Wisconsin
- Various Projects for City of Ashland Housing Authority, Ashland, Wisconsin
- Roads Building Remodeling for Bureau of Indian Affairs, Ashland, Wisconsin
- Remodel for River Rock Inn & Bait Shop, Ashland, Wisconsin
- New Facility for Chicago Iron, Ashland, Wisconsin
- New school locker room design, Ashland High School, Ashland, Wisconsin
- Product distribution center for AMSOIL, Inc., Superior, Wisconsin



Russ Fish

QA/QC



Russ Fish has over forty-five years of broad experiences in leadership, management, and design of all types of civil engineering and architectural projects. His diverse background includes hands on construction work, surveying, project planning and development, feasibility studies, state and federal grant funding, environmental assessments, public meetings, land surveys, ROW acquisition, conceptual plans, preliminary and final construction, drawings, construction specifications and bidding documents, construction administration, and materials quality control testing.

Education

- Master of Science – Soil Engineering, Iowa State University, Ames, Iowa
- Bachelor of Science - Civil Engineering, Iowa State University, Ames, Iowa (1969)

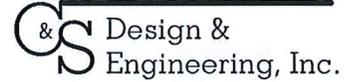
Related Experience

- Bayview Park Pier, City of Ashland, WI (2013-18) – Design with Chequamegon Bay Group in 203-14 / Bidding and Construction with C&S in 2017-18)
- Ashland Marina, Ashland, WI (1987-88)
- Washburn Marina, Washburn, WI (1983)
- Stockton Island Dock, Apostle Islands, National Park Service (1985)
- Menasha Marina, Menasha, WI, Design / Build Project with Oscar J. Boldt Construction (Winter of 1987-88)
- Lake City Marina, City of Lake City, MN (1988 – 1995)
- Michigan Island Landing Dock, Apostle Islands, National Park Service (1990)
- Outer Island Landing Dock, Apostle Islands, National Park Service (1990)
- Menasha Canal Retaining Wall Reconstruction, City of Menasha, WI (1991)
- Floating Dock Harbor, Angostura Reservoir in Black Hills, SD



Brianna Werhanowicz

Design Technician



Brianna Werhanowicz is highly skilled at utilizing AutoCAD and ArchiCAD.

Contract and proposal negotiation and bid documents.

She was a design intern at Sunrise Medical in Stevens Point, Wisconsin, where she assisted in furniture and finish selection and space planning for assisted living facilities and nursing homes.

Brianna specializes in residential and commercial design, interior design, and site and space planning

Brianna has 13 years in project management and design oversight.

Education

- Bachelor of Art, Interior Architecture, UW Stevens Point, Stevens Point, Wisconsin (2004)

Related Experience

- Commercial Design, Office Building for the Town of Barnes, Barnes, Wisconsin
- Residential/Interior Design Interior finish selection and house renovation for Memorial Medical Center, Ashland, Wisconsin
- Commercial Design/Space Planning, Remodel of Sears Store, Ashland, Wisconsin
- Residential Design, Habitat for Humanity design work, Washburn, Wisconsin
- Commercial Design, Ministry Center addition for Grace Bible Fellowship Church, Washburn, Wisconsin
- Design Collaboration, New 6-unit "A Place on the Lake" condominiums on the lakefront, Ashland, Wisconsin
- Commercial Design, New "StageNorth" Community Theater, Washburn, Wisconsin
- Commercial Design, "Jim's Meat Market", a meat processing and retail facility, Iron River, Wisconsin
- Commercial Design, New Church for Congregational United Church of Christ, Mellen, Wisconsin



Design with
community in mind



Fee Proposal

The Work Scope items described in the proposed Work Plan will be provided by Stantec for the fees shown below. The Project will be billed as a lump sum for each task. Monthly invoicing will be done on a percent complete rate for each task in progress.

Work Scope Item	Fee
Task 1 - Base RFP Scope: Review 2007 documentation	\$2,000
Subtask 1.1 - Add: site visit for field investigation (3 persons) (required)	\$8,600
Subtask 1.2 - Add: topographic site survey (required)	\$4,200
Subtask 1.3 - Add: Ground Penetrating Radar Survey (required)	<u>\$2,800</u>
Total Task #1 Fee	\$17,600
Task 2 - Develop City Dock Repair Design	\$12,000
Task 3 - Prepare Construction Documents	\$18,200
Prepare Final Report	\$17,600
Reimbursable Direct Expenses*	\$2,000
Total	67,400

- Reimbursable direct expenses, such as mileage or daily per diem, will be billed at the current federally-stipulated rates, as they are incurred. The amount shown will not be exceeded without prior written authorization.

Hourly rates for key staff are listed below for reference, and may apply if supplemental services are necessary or requested:

Staff	Role	Rate
Stantec Consulting Staff		
Mike Bach	Project Manager	\$150
Phil Caswell	Structural Engineer	\$180
Kevin Kimmes	QA/QC	\$180
Sarah McDonald	Landscape Architect	\$137
Jan Hansen	Structural Support	\$150
Mark Vargas	Site Survey	\$120
C&S Design Staff		
Trevor Provost	Civil Engineer	\$90
Russ Fish	QA/QC	\$145
Brianna Werhanowicz	Design Technician	\$75