

1. Packet

Documents:

[MAY 8, 2018 COUNCIL PACKET.PDF](#)

2. Supporting Meeting Documents

Documents:

[MAY 8 COUNCIL PACKET ATTACHMENT FOR 7L - THERE IS NO ATTACHMENT FOR 7I.PDF](#)

3. Meeting Audio

- [MEETING \(WMA\)](#)
- [RETURN TO OPEN SESSION \(WMA\)](#)

ASHLAND CITY COUNCIL MEETING

Tuesday, May 8, 2018 - 6:15 P.M.

Ashland City Hall Council Chambers

Please turn off all cell phones during the meeting.

1. CALL TO ORDER

- A. Roll Call
- B. Moment of Silence
- C. Pledge of Allegiance

2. APPROVAL OF AGENDA (Voice)

3. APPROVAL OF MINUTES of the April 17, 2018 and May 1, 2018 Council Meetings (Voice)

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

5. MAYOR'S REPORT

A. Appointments

Disabled Parking Enforcement Assistance Council

Cheryl Wiezorek, Term expires: August 11, 2020

Police and Fire Commission

Sara Lehr, Term expires: May 1, 2023

Board of Review

David Mettelle, Term expires: June 10, 2021

Jeff Beirl, Term expires: June 10, 2023

Economic Development-RLF Advisory Board

Kate Ullman, Council Rep., Term expires: April 15, 2021

Municipal Library Board

Clarence Campbell, Ashland County Rep., Term expires: April 30, 2021

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

(Voice)

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

7. New Business

- A. Approve License Applications for Alcohol Beverages (Including New Officers), Arcade, Recycling/Junk Dealers, Pawn Broker, Taxicab, and Mobile Home Parks (Clerk) Voice
- B. Approve the Ice/Water Rescue Vehicle ("Ice Angel") Agreement Between the Ashland Fire Department and Ashland County (Mayor) Voice

- C. Approve and Award Bid for Crushed Aggregate to Angelo Luppino, Inc. (*Public Works*) **Roll**
- D. Approve of Bid Award to Ashland Construction, Inc. for the Main Street East and 14<sup>th</sup> Avenue East Resurfacing and Utility Replacement Project (*Public Works*) **Roll**
- E. Approval for Public Works Staff to Perform Work in Accordance with Chapter 194.05 for the City of Ashland Waterfront Trail Repair Project, 2017-18 (*Public Works*) **Voice**
- F. Approval of Contract with Northwoods Paving Co. and for the Public Works Staff to Perform Work in Accordance with Chapter 194.05 for Roadway Repair on North Ellis Avenue (*Public Works*) **Voice**
- G. Approve a Resolution to Implement an Outdoor Fitness Court at Bayview Park (*Parks and Recreation*) **Voice**
- H. Approve a Resolution for the Wisconsin Department of Natural Resources Outdoor Recreation Grant Application for the Ashland Rails to Trail System Waterfront Trail Repair (*Parks and Recreation*) **Voice**
- I. Approval for the City Staff to Enter Into a Contract With a Qualified Firm for the Purchase of Heavy Riprap to Repair the Lake Superior Shoreline from Maslowski Beach to Sanborn Ave./State Hwy. 112 (*Parks and Recreation*) **Roll**
- J. Approval to Retroactively Waive the Advertising Requirements in City Ordinance 194.04 and Approve Solicitation of Bids for the Design and Engineering Documents for the City Dock, Still Accept the Proposal From SmithGroupJJR/Westbrook, and Enter into a Contract with SmithGroupJJR/Westbrook for Design and Engineering Documents to Fix the Failing City Dock at Bayview Park (*Parks and Recreation*) **Voice**
- K. Approve a Contract with AMI Consulting Engineers P.A. for Engineering Work for Ashland Marina Peninsula Riprap (*Harbor Commission*) **Roll**
- L. Discuss and Approve Recommendations for the City Administrator Recruitment Process (*Human Resources*) **Voice**

**8. CLOSED SESSION**

- A. CLOSED SESSION per Wisconsin Statute 19.85(1)(a), (1)(b), and (1)(c) “to deliberate concerning a case which was the subject of a quasi-judicial hearing before the governmental body,” “to consider dismissal, demotion, licensing or discipline of any public employee or 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.”

*(Review by the City Council of the written decision arising from the Council's consideration at its May 1, 2018, meeting, of the appeal of the former Public Works Director of the Impartial Hearing Officer's decision in his grievance; not an evidentiary hearing. The Council will not take any final action in closed session, but will return to open session for final approval.) (City Attorney) (Roll)*

B. Return to Open Session

C. Action and/or Reporting on Closed Session Discussion and Action

**9. 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, April 17, 2018 6:15 P.M.**  
**Ashland City Hall Council Chambers**  
**Page 1**

**PRESENT:** Holly George, Richard Ketring, Sarah Jackson, Kate Ullman, Ana Tochterman, David Mettille, Kevin Haas, Charles Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore

**ABSENT:** None

**ALSO PRESENT:** Mayor Deb Lewis, City Attorney David Siegler, City Clerk Denise Oliphant, Planning and Development Director April Kroner, Finance Director Julie Vaillancourt, Fire Chief Wayne Chenier, Human Resources Director Jan Anderson, and Other Concerned Citizens

**Agenda Item 1: Call to Order**

The meeting was called to order by Mayor Lewis.

**Agenda Item 1A: Mayor's Oath of Office**

The Oath of Office was given by the Clerk.

**Agenda Item 1B: Elected Councilors Oath of Office**

The Oath of Office was given by the Clerk.

**Agenda Item 1C: Roll Call**

Roll call was taken by the Clerk.

**Agenda Item 1D: Moment of Silence**

**Agenda Item 1E: Pledge of Allegiance**

**Agenda Item 2: Election of Council President**

**Agenda Item 2A: Acceptance of Nominations from the Floor**

Ortman moved, Ketring seconded a motion to nominate Dick Pufall as Council President. George moved, Haas seconded a motion to nominate David Mettille as Council President.

**Agenda Item 2B: Motion/Second to Close Nominations**

Ortman moved, Ketring seconded a motion to close nominations. The motion carried unanimously by voice vote.

**Agenda Item 2C: Vote by Secret Ballot**

Ballots were collected and counted by Attorney Siegler, reviewed by Lewis, and recorded by Oliphant. The vote was in favor of Mettillle 7-4 for Council President.

**Agenda Item 3: Approval of Agenda**

Lewis requested to remove Item 8E from the agenda as the determined dollar amount was below that which required Council approval.

Pufall moved, Ortman seconded a motion to remove item 8M from the agenda. The motion failed 5-6 by voice vote.

Moore moved, George seconded a motion to approve the amended agenda, removing Item 8E. The motion carried 10-1 by voice vote.

**Agenda Item 4: Approval of Minutes of the March 27, 2018 Council and Committee of the Whole Meetings**

George moved, Ortman seconded a motion to approve the minutes of the March 27, 2018 Council and Committee of the Whole meetings. The motion carried unanimously by voice vote.

**Agenda Item 5: Citizen Participation Period**

*Dan Opid, 503 18<sup>th</sup> Avenue West*, asked a question of the Mayor as to where Ashland stands on the war on drugs. He suggested the City develop a special narcotics team through the Police Department. He also inquired as to how the Police Department could respond quicker to emergencies.

*Donna Blazek, 222 Prentice Avenue*, informed that she received the lead testing report for her home's water, and reinforced her prior request for the City to reduce the amount of fluoride in the drinking water. She also commented on how the City and community need to work together regarding the drug issue.

**Agenda Item 6: Mayor's Report**

**Agenda 6A: Announcements**

Lewis thanked the Public Works crew for their quick cleanup after the heavy snowfall this week. The closing on the sale of the 6<sup>th</sup> Street West building will be on April 18<sup>th</sup> at City Hall. Finally, she asked for volunteers from Council to investigate moving toward a paperless agenda.

**Agenda Item 6B: 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

**Agenda Item 7: Consent Agenda**

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

**Agenda Item 7A: Operator’s Licenses**

Kristeen M. Engberg

Crystal V. Kerr

Eric J. Lindell

Paul E. Kmetz

Kathleen A. Zar

\*Kristine A. Kollath

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

**Agenda Item 7B: Miscellaneous Minutes**

**Agenda Item 7C: Planning and Development Report – March, 2018**

**Agenda Item 8: New Business**

**Agenda Item 8A: Approve Moment of Silence or Invocation as Required by Chapter 51.06, Ashland City Ordinances (Clerk)**

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 was asked to consider if a Moment of Silence or Invocation shall follow roll call at its Reorganizational meeting.

**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, April 17, 2018 6:15 P.M.**  
**Ashland City Hall Council Chambers**  
**Page 4**

George moved, Haas seconded a motion to approve holding a moment of silence as required by Chapter 51.06, Ashland City Ordinances. The motion carried unanimously by voice vote.

**Agenda Item 8B: 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)**

Since there have been several new members to Council in recent years who were not familiar with the Resolution Accepting the Nine Tools of Civility (Resolution 16549) originally enacted in 2008, the Reorganization meeting represented a fresh start and an opportune time to refresh everyone’s memory of these tools. City Councilors were asked to reaffirm and sign this Resolution.

Ketring moved, Mettillie seconded a motion to approve and reaffirm the Resolution accepting the Nine Tools of Civility and Communication concerning conduct of Council and Committee of the Whole meetings. The motion carried unanimously by voice vote.

**Agenda Item 8C: Approve Kristeen M. Engberg as New Agent for the Alcohol Beverage License Application for Krist Oil Company, 521 Lake Shore Drive East (Clerk)**

Kristeen M. Engberg 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 was recommended.

Pufall moved, Ortman seconded a motion to approve Kristeen Engberg as new agent for the alcohol beverage license for Krist Oil Company, 521 Lake Shore Drive East. The motion carried unanimously by voice vote.

**Agenda Item 8D: Approve Robert J. Walworth as New Agent for the Alcohol Beverage License Application for Vintage Platter, Inc. at 315 Turner Road (Clerk)**

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

Pufall moved, Ketring seconded a motion to approve Robert J. Walworth as new agent for the alcohol beverage license for Vintage Platter, Inc. at 315 Turner Road. The motion carried unanimously by voice vote.

**Agenda Item 8F: Approve the Contract with DNH, Inc. for Assembly Work of the Newly Purchased A-Dock at the Marina (Marina)**

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. had 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 would start as soon as the ice goes out at the Marina.

Pufall moved, George seconded a motion to approve the contract with DNH, Inc. for assembly work of the newly purchased A-dock at the Marina in the amount of \$69,000 to be taken from the Marina Enterprise Fund. The motion carried unanimously by roll call vote.

**Agenda Item 8G: 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)**

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 had 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.

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

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. Everest Emergency Vehicles, Inc. has offered the department a \$3,000.00 trade-in value of the current 2007 Ford E-450 Road Rescue Ambulance.

The 2007 Road Rescue Ambulance had exceeded its service-life and should be replaced before a significant maintenance event occurs. The Fire Chief recommended 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.

Ketring moved, Mettillie seconded a motion to 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 for the amount of \$252,450 to be taken from Fund 460. The motion carried unanimously by roll call vote.

**Agenda Item 8H: Approve the Agreement with Memorial Medical Center for the Ashland Fire Department Community Paramedic Program (Administration)**

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.) had completed training in Community Paramedicine and the program was ready to begin. This would position the Ashland Fire Department at the forefront of cost effective health care in Wisconsin. This program was expected to help reduce health care costs for residents in our communities.

Ketring moved, Franek seconded a motion to approve the agreement with Memorial Medical Center for the Ashland Fire Department Community Paramedic program. The motion carried unanimously by voice vote.

**Agenda Item 8I: Approve the Resolution to Approve the Revolving Loan Fund Application from Jacks Burger Barn, Inc. (Mayor)**

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

Jackson Kysar would 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 two 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 Jacks 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.

The City of Ashland Business RLF Committee recommended adoption of the resolution approving the issuance of a \$70,000 Business Revolving Loan Fund loan to Jacks Burger Barn, Inc. and directing the Mayor to execute the appropriate documents prepared to secure the loan.

Pufall moved, Ketring seconded a motion to approve the resolution to approve the Revolving Loan Fund Application from Jacks Burger Barn, Inc. The motion carried unanimously by voice vote. **(File #17433)**

**Agenda Item 8J: 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)**

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

Moore moved, Ortman seconded a motion to approve entering into a contract with SmithGroup JJR for design and engineering services related to repairing the City Dock at Bayview Park for the amount of \$80,000; \$10,000 is to be taken from Fund 453, and \$70,000 is a Wisconsin Coastal Management Grant. The motion carried unanimously by roll call vote.

**Agenda Item 8K: 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)**

The purchase of the single axle chassis and salter/sander box would 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 was to 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 was believed with a Western Star chassis and a stainless steel box, this expectation will be met. Staff recommended that the chassis is purchased from Boyer Trucks.

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 recommended to purchase the dump box and attachments from Monroe Truck.

George moved, Mettille seconded a motion to approve Public Works to purchase a 2019 Western Star Single Axle Chassis from Boyer Trucks, and a Salter/Sander Box with attachments from Monroe Truck Equipment for a total amount of \$141,849 to be used from Fund 460. The motion carried unanimously by roll call vote.

**Agenda Item 8L: Approve the Sale of City-wide Surplus Equipment (Public Works)**

The Public Works Department, along with the Water and Waste Water Utilities and Police Department, requested authorization to sell surplus equipment that were no longer in use. The intent was to sell the items on the list through the Wisconsin Surplus Auction (WSA) website. The items listed on WSA were 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 would be used to offset future capital equipment expenditures.

Moore moved, Pufall seconded a motion to approve the sale of City-wide surplus equipment. The motion carried unanimously by voice vote.

**Agenda Item 8M: Approval to Enter into a Three Year Agreement with Cedar Corporation for Engineering Services for the Public Works Department (Public Works)**

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 would not cause the City to incur expenses for engineering services. Engineering expenses would originate with the individual task orders that will be based upon the project. Task orders would 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 had 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 recommended entering into a three year agreement with Cedar Corporation.

Ullman moved, Mettille seconded a motion to approve to enter into a three year agreement with Cedar Corporation for engineering services for the Public Works Department. The motion carried unanimously on a roll call vote.

**Agenda Item 8N: 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)**

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 had agreed to accept responsibility for the final grading and seeding during the summer of 2018. This allowed 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.

Mettille moved, Moore seconded a motion to approve a resolution to accept workmanship of Rachel Contracting, Inc. and approve final payment of \$1,998.50 on the former Timeless Timber Demolition project at 2200 East Lake Shore Drive. The motion carried unanimously by roll call vote. **(File #17434)**

**Agenda Item 8O: Approve a Resolution to Approve the Offer to Purchase 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)**

Donna Pearson Maday submitted an offer to purchase City-owned land directly adjacent to her parcel located at 701 Lake Shore Drive East. She offered \$100 for this approximately 0.01 acre (585 square foot) piece of land and also requested 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 had 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.

Moore moved, Ullman seconded a motion to approve the offer to purchase 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 for \$100. The motion carried unanimously by voice vote. **(File #17435)**

**Agenda Item 8P: Approve the Proposed Amendment to the Development Agreement with Ashland Cobblestone, LLC (Planning & Development)**

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 was progressing, the project was 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 proposed First Amendment to the Development Agreement reflects the new mandatory project completion date of no later than November 30, 2018.

Franek moved, Pufall seconded a motion to approve the proposed amendment to the Development Agreement with Ashland Cobblestone, LLC. The motion carried unanimously by voice vote.

**Agenda Item 8Q: Approve the Proposed Amendment to the Development Agreement with Apostle Investments, LLC, dba Culvers (Planning & Development)**

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 Second Amendment to the Development Agreement reflects the new completion date for the pedestrian infrastructure of July 31, 2018.

Pufall moved, Haas seconded a motion to approve a proposed amendment to the Development Agreement with Apostle Investments, LLC, dba Culvers. The motion carried unanimously by voice vote.

**Agenda Item 8R: 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)**

For several 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 a proposed project and design alternatives. The City’s Police Department had also been made aware of the proposed street redesign in this location and was supportive of the proposed project. Also, the City’s adopted Bike Plan recommended 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.

Moore moved, Pufall seconded a motion to approve the agreement between the City of Ashland and Ashland School District. Moore later rescinded her motion as she is a member of the Ashland School Board.

Mettille moved, Pufall seconded a motion to approve the agreement between the City of Ashland and Ashland School District regarding removal of a median strip from Beaser Avenue including new street design. The motion carried 10-1 by voice vote; Moore abstained.

**Agenda Item 8S: 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)**

The City Administrator position was vacant following the resignation of Mary Garness effective April 3, 2018. The Council needed to begin planning for the recruitment of the Administrator’s replacement.

At the March 27, 2018, City Council meeting, Kinney moved, Mettille 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.

**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, April 17, 2018 6:15 P.M.**  
**Ashland City Hall Council Chambers**  
**Page 13**

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 needed 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.

Alderpersons are the individual members of the Common Council. Alderpersons in Ashland are elected from 11 Wards. The Common Council is made up of Alderpersons and the Mayor. In contrast to other city officers, the statutes do not provide a list of duties for Alderpersons. Copies of the related state statutes were included for 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 had voted to fill the Administrator vacancy without the assistance of an outside recruiter. The City's current Mayor and Human Resources Director recommended 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.

Ortman moved, Pufall seconded a motion to table the item to the next meeting on May 8, 2018 to allow time for better review before discussion. The motion failed 1-10 by voice vote.

**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, April 17, 2018 6:15 P.M.**  
**Ashland City Hall Council Chambers**  
**Page 14**

Mettille moved, Ullman seconded a motion to approve the Human Resources Director to move ahead with the search for a new City Administrator using the current Chapter 28, Ashland City Ordinance. The motion carried 9-2 by voice vote.

Ortman moved, Ketring seconded a motion to set aside a specific meeting time to review and discuss Chapter 28. Ullman offered a friendly amendment for the item to be the sole item for discussion at the next Committee of the Whole meeting, May 8, 2018. This amendment was accepted by both Ortman and Ketring. The motion carried unanimously by voice vote.

**Agenda Item 9: Closed Session**

**Agenda Item 9A: 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)**

Ortman moved, Moore seconded a motion to move into closed session. The motion carried unanimously by roll call vote.

**Agenda Item 9B: Return to Open Session**

Haas moved, Moore seconded a motion to return to open session. The motion carried unanimously by voice vote.

**Agenda Item 9C: Action and/or Reporting on Closed Session Discussion and Action**

A special meeting of the Common Council to be held in closed session was scheduled for May 1, 2018 at 6:15 p.m. in the Council Chambers.

**Agenda Item 10: Adjournment**

Ullman moved, Haas seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant  
City Clerk

**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, May 1, 2018 - 6:15 P.M.**  
**Ashland City Hall Council Chambers**

**PRESENT:** Holly George, Richard Ketring, Sarah Jackson, Kate Ullman, Ana Tochterman, David Mettille, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore

**ABSENT:** None

**ALSO PRESENT:** City Attorney David Siegler, Deputy Clerk Patti Ekstrom, Dennis and Christine Clark, Concerned Citizens

**Agenda Item 1: Call to Order**

Council President David Mettille called the meeting to order. Roll call was taken by the Deputy Clerk.

**Agenda Item 2: Closed Session**

**Agenda Item 2A: CLOSED SESSION per Wisconsin Statute 19.85(1)(a), (1)(b), and (1)(c) "to deliberate concerning a case which was the subject of a quasi-judicial hearing before the governmental body," "to consider dismissal, demotion, licensing or discipline of any public employee or 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." (Deliberation by the City Council of the appeal taken by the former Public Works Director of the Impartial Hearing Officer's decision in his grievance; not an evidentiary hearing. The Council will not take any final action in closed session, but will return to open session for final action.) (City Attorney)**

Haas moved, Franek seconded a motion to go into Closed Session. On a roll call vote, the motion carried unanimously.

**Agenda Item 2B: Return to Open Session**

George moved, Haas seconded a motion to return to Open Session. The motion carried unanimously.

**Agenda Item 2C: Action and/or Reporting on Closed Session Discussion and Action**

Ullman moved, Moore seconded a motion that the City Council sustain the IHO's (Impartial Hearing Officer) decision which stated that the termination should be upheld. On a roll call vote, the motion carried 8-3, with Ketring, Franek and Pufall opposed.

**Agenda Item 3: Adjournment**

George moved, Moore seconded a motion to adjourn. The motion carried unanimously. The meeting adjourned at 8:10 p.m.

Patti Ekstrom, Deputy Clerk



# AGENDA BILL

Ref: 089

COMMITTEE AGENDA:  
COUNCIL AGENDA: 5A (5/08/2018)

**SUBJECT:** Appointments  
**RECOMMENDATION:** Approval

---

**DATE SUBMITTED:** May 1, 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:

**Disabled Parking Enforcement Assistance Council**  
Cheryl Wiezorek, Term expires: August 11, 2020 (replaces Joyce Kabasa)

**Police and Fire Commission**  
Sara Lehr, Term expires: May 1, 2023 (reappointment)

**Board of Review**  
David Mettille, Term expires: June 10, 2021 (replaces Donna Williamson)  
Jeff Beirl, Term expires: June 10, 2023 (reappointment)

**Economic Development-RLF Advisory Board**  
Kate Ullman, Council Rep., Term expires: April 15, 2021 (replaces Jerry Teague)

**Municipal Library Board**  
Clarence Campbell, Ashland County Rep., Term expires: April 30, 2021 (reappointment)  
*(No volunteer form attached because he was appointed by Ashland County)*

# 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:

Disabled parking enforcement Assistance Council

Brief statement of education and training:

Retired LSW worked nursing home 15 years  
and clinic for 25 years.

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.)

worked as a nurse since 1971 - retired 2013 -  
had nephew with disabilities - enjoy quilting  
camping - Family + Friends =

Individual References or Referred by (include phone #):

Donna Griffiths - 715 209-7240

Contact Information:

Cheryl Wiezorek 715 682-4638  
Name (Print) Phone Number

3601 Summit Rd Ashland  
Address

Ashland WI 54806 4-11-18  
Email: Date

Sara Lehr

21

# 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:**

Police and Fire Commission \_\_\_\_\_

**Brief statement of education and training:**

BS in German/Minor in Accounting and MPH from UCLA. I have 20+ years of finance/accounting experience, and a passion for public health.

**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.)**

My husband and I moved to Ashland in 2010 because we enjoy the hiking, biking, skiing, and local agriculture the Chequamegon Bay Area has to offer. We have two kids, a 5 year old boy who just started kindergarten at Lake Superior Primary and a 2 ½ year old who is ready to go to school like her big brother. I am the Finance Manager at NorthLakes Community Clinic and have been in that position since 2012. Prior to being hired as Finance Manager, I was an AmeriCorps member at NorthLakes. In addition to working in the community, I spent 6 years on the board of directors of the Chequamegon Food Coop and did some volunteer accounting work for the Bad River Watershed Association.

**Individual References or Referred by (include phone #):**

Deb Lewis – (715) 682-7033 \_\_\_\_\_

<b>Contact Information:</b> Sara Lehr Name (Print)	(415) 706-5948 Phone Number
710 MacArthur Ave, Ashland WI 54806 Address	
<u>tharrtell@gmail.com</u> Email:	9/18/17 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, Board of Review

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:	DAVID METTILLE	715.685.8300
	Name (Print)	Phone Number
	608 CHAPPLE AVENUE	
	Address	
	dmettille@northland.edu	12.4.14
	Email:	Date

Jeff Beirl

23

# 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:

BOARD OF REVIEW

Brief statement of education and training:

NORTHLAND COLLEGE - GRADUATE BUS. ADM

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)

BORN AND RAISED IN ASHLAND

WORK EXPERIENCE - BANKING, OPERATIONS,

ECONOMIC DEVELOPMENT - CURRENTLY ASHLAND  
CO. ADMINISTRATOR

Individual References or Referred by (include phone #):

Contact Information:

JEFFREY BEIRL

Name (print)

(715) 682-7015 (work)

Phone

1410 12TH AVE W. ASHLAND

5/21/2013

Address

Date

Email: ON FILE - WITH THE MAYOR

Kate Ullman

# 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:

Parks and Recreation (or other as needed)  
City of Ashland RLF Advisory Committee

Brief statement of education and training:

My educational background is in Education and Economics.

**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 currently teach part time at Northland and am  
a mother to a toddler. I previously taught High School  
Social studies and have a strong interest in  
Civil engagement.

Individual References or Referred by (include phone #):

Sara Hudson

<b>Contact Information:</b>	<u>Kate Ullman</u>	<u>(608)332-9570</u>
	Name (Print)	Phone Number
	<u>1222 9th Ave W</u>	
	Address	
	<u>kateullman@gmail.com</u>	<u>8/29/17</u>
	Email:	Date



25

# AGENDA BILL

Ref: 091

COMMITTEE AGENDA:  
COUNCIL AGENDA: 6A (05/8/18)

**SUBJECT:** Operator's Licenses

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** May 1, 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:

Aaron R. Bruney

Alexis R. Peetz



# City of Ashland, Wisconsin

## Department of Planning and Development, Monthly Report

*Permit report for the month of April, 2018*

Permit type	Commercial-Additions,Remodeling,A	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6644	Dairy Queen, Shawn and Judy Th	501 Lake Shore Drive East	Exterior façade update to conform with new corporate look. Includes filling in the NE corner of the building to square it off. New	\$30,000.00	\$150.00	1248	4/13/2018
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (1 detail record)				\$30,000.00	\$150.00		
Sum							

Permit type	Commercial-New Construction	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6643	City of Ashland	2020 6th Street East	Construct new 32' x 67' salt shed per approved plans.	\$194,675.00	\$0.00	5075	4/12/2018
Summary for 'Permit type' = Commercial-New Construction (1 detail record)				\$194,675.00	\$0.00		
Sum							

Permit type	Demolition/Moving	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6646	City of Ashland	Beaser Park	Demolish existing restroom facility	\$1,000.00	\$0.00	565	4/17/2018
Summary for 'Permit type' = Demolition/Moving (1 detail record)				\$1,000.00	\$0.00		
Sum							

Permit type	Misc Zoning Fees	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6641	Ashland County	2700 Farm Road	CSM Review for County Purchase of 2700 Farm Rd		\$60.00	4943	4/6/2018
Sum							

**Permit type Misc Zoning Fees**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6647	Don Moore	505 Main Street West	Temporary Right of Way permit to place scaffolding on sidewalk for installation of 3 separate murals located at 505 Main St W, CIVILIAN COURT, FREDERICK, CO, WV		\$30.00	4234	4/17/2018
6653	Daniel and Joyce Goglin	810 Ellis Avenue	Temporary Right-of-Way permit for dumpster		\$30.00	2507	4/20/2018
Summary for 'Permit type' = Misc Zoning Fees (3 detail records)							
<b>Sum</b>							<b>\$120.00</b>

**Permit type Residential-Accessory Structures**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6658	City of Ashland	Beaser Park	Remove existing garden shed and install new 5' x 6' shed inside the existing fenced in garden area.	\$230.00	\$0.00	564	4/26/2018
Summary for 'Permit type' = Residential-Accessory Structures (1 detail record)							
<b>Sum</b>							<b>\$0.00</b>

**Permit type Residential-Miscellaneous**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6645	Daniel Hudak	910 MacArthur Avenue	Install 198' of 6' high wood fence in the rear and side yards per approved plans.	\$1,800.00	\$50.00	4472	4/13/2018
Summary for 'Permit type' = Residential-Miscellaneous (1 detail record)							
<b>Sum</b>							<b>\$50.00</b>

**Permit type Residential-Remodeling,Alterations,A**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6639	Carl and Tiffani Bard	612 5th Ave. East	Roofing permit to replace existing with asphalt shingles	\$4,200.00	\$30.00	2144	4/3/2018
6649	Bayfront LLC	1215 Main St. W	Tear off existing siding and install new LP siding. Replace 16 windows.	\$18,000.00	\$30.00	59	4/18/2018

**Permit type Residential-Remodeling,Alterations,A**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6650	Daniel & Lindsey Petras	1001 7th Avenue East	Reroofing with asphalt shingles and replacing siding on garage	\$5,000.00	\$60.00	2733	4/20/2018
6651	Daniel and Joyce Goglin	810 Ellis Avenue	Reroofing with asphalt shingles	\$18,360.00	\$30.00	2507	4/20/2018
6652	Matt Fralick	101 14th Ave. E.	Tear off existing shingles and install new steel roofing.	\$4,000.00	\$30.00	1456	4/24/2018
6654	Marie F. Wilson	312 12th Ave. East	Tear off existing siding and install new vinyl siding on the main house, cover soffet and facia and window trim.	\$4,500.00	\$30.00	1786	4/24/2018
6657	Emily Bainbridge	605 17th Ave. W.	Tear off existing shingles on the main house and install new asphalt shngles.	\$10,500.00	\$30.00	493	4/25/2018
<b>Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (7 detail records)</b>				<b>\$64,560.00</b>			
<b>Sum</b>					<b>\$240.00</b>		

Permit type	Sign	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6640	McDonalds USA, LLC	720 Lake Shore Drive West	Replace 2 existing menuboard signs with ones which are smaller than the existing sign		\$100.00	5	4/4/2018
6648	KRPS, Inc.	511 Main Street East	Billboard Sign Renewal 2018		\$50.00	1360	4/17/2018
6655	Zion Lutheran Church	1111 11th Avenue West	Billboard Permit 2018		\$50.00	3098	4/24/2018
6656	KBK Services, Inc.	1120 Lakeshore Drive E	28sq ft wall signage		\$50.00	1175	4/24/2018
6659	Northern State Bank	321 Main St W	Repair and replace signage damaged by storm		\$50.00	4254	4/27/2018
<b>Summary for 'Permit type' = Sign (5 detail records)</b>							
<b>Sum</b>					<b>\$300.00</b>		

Grand Total

\$292,265.00

\$860.00

# CITY OF ASHLAND, WISCONSIN

## Year to Date Permit Evaluation Report

Permit type	Value of work	Total permit fee
<b>Commercial-Additions,Remodeling,Alterations</b>		
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (7 detail records)		
Sum	\$5,411,034.00	\$2,475.00
Percent	81.40%	34.16%
<b>Commercial-Miscellaneous</b>		
Summary for 'Permit type' = Commercial-Miscellaneous (1 detail record)		
Sum	\$0.00	\$30.00
Percent	0.00%	0.41%
<b>Commercial-New Construction</b>		
Summary for 'Permit type' = Commercial-New Construction (3 detail records)		
Sum	\$871,675.00	\$2,250.00
Percent	13.11%	31.06%
<b>Demolition/Moving</b>		
Summary for 'Permit type' = Demolition/Moving (1 detail record)		
Sum	\$1,000.00	\$0.00
Percent	0.02%	0.00%
<b>Misc Zoning Fees</b>		
Summary for 'Permit type' = Misc Zoning Fees (12 detail records)		
Sum		\$1,025.00
Percent		14.15%
<b>Residential-Accessory Structures</b>		
Summary for 'Permit type' = Residential-Accessory Structures (1 detail record)		
Sum	\$230.00	\$0.00
Percent	0.00%	0.00%

Permit type	Value of work	Total permit fee
<b>Residential-Miscellaneous</b>		
Summary for 'Permit type' = Residential-Miscellaneous (1 detail record)		
Sum	\$1,800.00	\$50.00
Percent	0.03%	0.69%
<b>Residential-Remodeling,Alterations,Additions</b>		
Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (14 detail records)		
Sum	\$362,130.00	\$915.00
Percent	5.45%	12.63%
<b>Sign</b>		
Summary for 'Permit type' = Sign (7 detail records)		
Sum		\$500.00
Percent		6.90%
Grand Total	\$6,647,869.00	\$7,245.00



# AGENDA BILL

Ref: 088

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 7A (05-08-18)**

**SUBJECT: Approve License Applications for Alcohol Beverages (Including New Officers), Arcade, Recycling/Junk Dealers, Pawn Broker, Taxicab, and Mobile Home Parks**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**DATE SUBMITTED:** May 1, 2018

**CLEARANCES:** Police Chief, Fire Chief, Building Inspector, and Treasurer's Office

**EXHIBITS:**

- A-**List of Liquor and Fermented Malt Beverage License Applicants and Miscellaneous License Applicants
- B-**New Officers Forms
- C-**Documents from Police Chief, Fire Chief, Building Inspector, Treasurer
- D-**Chapter 923 of Ashland City Ordinances: All Taxes, Assessments, Utility Charges, Indebtedness and Forfeitures be Paid before Any License or Contract is Granted by the City of Ashland

**SUMMARY STATEMENT:** The City issues Alcohol Beverage, arcade, recycling/junk dealer, pawnbroker, taxicab, and mobile home park licenses. The premises are inspected by the Building Inspector, the Fire Department and the Police Department, if applicable. Per Chapter 923 of Ashland City Ordinances, all licensees are required to be current on property taxes and other billings from the City (fines, utility bills, taxes, fees, etc.)

Also, Council approval is requested for the following new officers which were approved by the Police Department:

- Indianhead Oil Co., LLC – New Officer Christine Anagnostou (**effective immediately**)
- Midland Services, Inc. – New Officer Gregory Massoglia (**effective immediately**)
- CJ White, Inc. – New Officer Jessica Whiteaker (**effective immediately**)

It is recommended to approve the new officers as noted and all licenses, as attached, upon satisfactory compliance with contingencies being met.

**LIST OF VARIOUS LIQUOR AND FERMENTED MALT BEVERAGE LICENSE APPLICATIONS FOR  
JULY 1, 2017 – JUNE 30, 2018**

34

**Class B Combination License (“Class B” Liquor & Class “B” Fermented Malt Beverage)**

<b><u>NAME</u></b>	<b><u>BUSINESS NAME</u></b>	<b><u>ADDRESS</u></b>
Ashland Baking Company, Inc.	Black Cat Coffeehouse	211 Chapple Ave.
Bay Area Civic Center, Inc.	Bay Area Civic Center (BACC)	320 4th Ave. W.
Besuga Taverns, Inc.	Harbor Bar	1222 Lake Shore Drive E.
Chequamegon Hotel Corp LLC	Hotel Chequamegon	101 W. Lake Shore Drive
CJ White, Inc. (CONTINGENT upon payment of outstanding utilities and 2017 Personal Property Taxes)	Niblick Bar & Grill	3000 Golf Course Road
Compass Group USA, Inc.	Chartwells	Ponzio Campus Center, 1411 Ellis
DOS DE ORO, LLC	El Dorado	2320 Lake Shore Drive West
E Triple J, Inc.	Neighborly Bar	1301 W. Main Street
FHF Services, LLC (CONTINGENT upon payment of 2017 Personal Property Taxes and 1 <sup>st</sup> Quarter 2018 Accommodations Tax)	Freehands Lakeside	2521 Lake Shore Drive West
Hanson, Bradley Alan	The 5th Quarter	301 Main St. E.
HPL, LLC	HPL	116 14 <sup>th</sup> Avenue East
Hugo’s, Inc.	Hugo’s	221 Sanborn Avenue
J & P King Family Enterprises, Inc.	Mugs	515 Main Street East
JCDOC LLC	The Safari	423 Main Street East
Monroe, Jr., James Smith	Office Bar	407 Main St. W.
New China Restaurant, Inc.	New China Restaurant	300 W. Lake Shore Drive
NRS Enterprises of Ashland LLC	Stagecoach Bar & Grill	315 Main Street East
Pizza Pub of Ashland, Inc.	The Pizza Pub	1402 East Lake Shore Drive
Scott & Ar’s, LLC	Scott & Ar’s	612-614 Main St. W.
Scribner, Todd Michael	Oredocker Saloon	1104 Lake Shore Drive East
Second Street Bistro LLC	Second Street Bistro	201 Main Street East
The Deepwater LLC	Wilmarth’s Deep Water Grille	808 West Main Street
Vintage Platter, Inc.	The Platter	315 Turner Road
Zenith Asset Company, LLC	AmericInn	3009 N. Lake Shore Drive E.

**Class A Combination License ("Class A" Liquor & Class "A" Fermented Malt Beverage)**

<u>NAME</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
Dionysus LLC	Star Liquor	821 Main St. W.
KRPS, Inc.	Super H Foods	511 East Main Street
Super One Liquor, LLC	Super One Liquor #805	505 Ellis Avenue

**"Class A" Intoxicating Liquor (Cider Only) License**

ABP, Inc.	6th Street Market	1413 6th St. W.
Chequamegon Food Cooperative	Chequamegon Food Cooperative	700 Main Street West
Coffey, Inc.	Lake Shore Holiday	915 Lake Shore Drive West
Indianhead Oil Co., LLC	Holiday Stationstore #459	110 Ellis Avenue
Krist Oil Company	Krist Food Mart #65	521 Lake Shore Drive E.
Kwik Trip, Inc.	Kwik Trip 163	515 Ellis Avenue
Kwik Trip, Inc.	Kwik Trip 118	2300 Lake Shore Drive East
Kwik Trip, Inc.	Kwik Trip 110	1814 Lake Shore Drive West
Midland Services, Inc.	Midland Services, Inc.	411 Sanborn Avenue
Wagner Ashland Shell, LLC	Ashland Shell	810 Lake Shore Drive West

**Class "B" Fermented Malt Beverage**

Frankies Pizza LLC	Frankie's Pizza	1315 Lake Shore Drive E.
--------------------	-----------------	--------------------------

**"Class C" Wine License**

Frankies Pizza LLC	Frankie's Pizza	1315 Lake Shore Drive E.
--------------------	-----------------	--------------------------

**Class "A" Retail - Fermented Malt Beverage License**

ABP, Inc.	6th Street Market	1413 6th St. W.
Chequamegon Food Cooperative	Chequamegon Food Cooperative	700 Main Street West
Coffey, Inc.	Lake Shore Holiday	915 Lake Shore Drive West
Indianhead Oil Co., LLC	Holiday Stationstore #459	110 Ellis Avenue
Krist Oil Co.	Krist Food Mart #65	521 Lake Shore Drive E.
Kwik Trip, Inc.	Kwik Trip 163	515 Ellis Avenue
Kwik Trip, Inc.	Kwik Trip 118	2300 Lake Shore Drive East
Kwik Trip, Inc.	Kwik Trip 110	1814 Lake Shore Drive West
Midland Services, Inc.	Midland Services, Inc.	411 Sanborn Avenue
River Rock Inn and Bait Shop LLC	River Rock Inn and Bait Shop	1200 West Lake Shore Drive
Wagner Ashland Shell, LLC	Ashland Shell	810 Lake Shore Drive West

**Arcade License**

National Entertainment Network, LLC, 2500 E. Lake Shore Drive  
(They have a space at the Wal-Mart store for their machines for the arcade)

**Junk Dealers License**

Chicago Iron & Supplies, 701 22<sup>nd</sup> Avenue East

C.W.O. Auto & Scrap Removal, LLC, 2805 Holmes Road & 202 Prentice Ave.

**CONTINGENT upon:** .Payment of 2017 Personal Property Taxes for 2805 Holmes Road  
. Payment of 2017 Personal Property and Real Estate Taxes  
and 2016 Real Estate Taxes for 202 Prentice Avenue

Eagle Waste & Recycling, Inc. 405 Industrial Park Road

Waste Management, 600 Industrial Park Road

**Mobile Home Park License**

Fernco Development Ltd, Lenco Development Ltd and Norco Development  
Ltd. for Kenwood Terrace & Whispering Pines

**Pawnbroker License**

Bay Area Pawn, Inc. (Frank Kostka), 421 West Lake Shore Drive

**Taxicab License**

Sarah Bowker & Jamie Nelson (dba Ashland Drives Taxi), 522 Willis Avenue



# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Massoglia		Gregory		James	
Home Address (street/route)		Post Office	City	State	Zip Code
9181 W Old Hwy 10		Saxon	Saxon	WI	54559
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]		[REDACTED]	[REDACTED]	Ashland, WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- VP of Midland Services, Inc  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? Life Long
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. We operate E-Sell at 5 other locations.  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

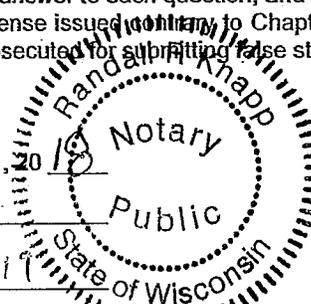
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Hurley School District	5503 W Rangeview Drive, Hurley, WI 54857	2000	Present
Ashland School District	1900 Bauer Ave, Ashland, WI 54806	1989	2000

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 17<sup>th</sup> day of April, 2018  
Randall R Knapp  
(Clerk/Notary Public)



X Gregory James Massoglia  
(Signature of Named Individual)  
[Signature]  
 Chief of Police

My commission expires 5-26-2019



# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Whiteaker		Jessica		Rae	
Home Address (street/route)		Post Office		City	
1600 MacArthur Avenue		Ashland		Ashland	
Home Phone Number		Age		Date of Birth	
[REDACTED]		[REDACTED]		[REDACTED]	
				Place of Birth	
				Ashland	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Vice President of CJ White, Inc.  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 38 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
The Niblick Bar and Grill	3000 Golf Course Road, Ashland	02/2016	09/2016
Employer's Name	Employer's Address	Employed From	To
Prudential Financial	317 W. 3rd Street, Ashland	05/2011	12/2014

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 16<sup>th</sup> day of April, 2019

Ruth Ekstrom  
(Clerk/Notary Public)



Jess White  
(Signature of Named Individual)

My commission expires 6/14/19

[Signature]  
Chief of Police



*Find yourself next to the water.*

**ASHLAND**

*City of Ashland, Wisconsin*

601 Main Street West — Ashland, WI 54806 — www.coawi.org



40

---

To: Patti Ekstrom, Deputy Clerk  
From: James C. Gregoire, Chief of Police  
Date: April 13, 2018  
Ref: License Renewals

All current liquor license holders and coin operated license holders have been inspected and are in compliance as required by City Ordinance, which includes National Entertainment Network, LLC.

The Taxi Cab license held by Sarah Bowker & Jamie Nelson, 522 Willis Ave, is in compliance.

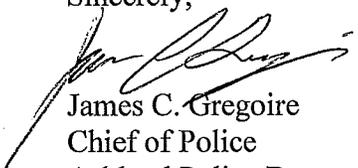
Chicago Iron & Supplies, Waste Management, Eagle Waste & Recycling Inc., and CWO Auto & Scrap Removal Inc., have been inspected and are in compliance as required by City Ordinance.

Kenwood Terrace and Whispering Pines Mobile Home and Park have been inspected and are in compliance as required by City Ordinance. (Fernco Development Ltd, Lenco Development Ltd, and Norco Development Ltd.)

I recommend approval for all licenses.

Thank you.

Sincerely,



James C. Gregoire  
Chief of Police  
Ashland Police Department  
601 W. Main St.  
Ashland, WI. 54806  
(715)685-1613  
jgregoir@coawi.org

City of Ashland Police Department, 601 Main Street West, Ashland, WI 54806  
Phone (715) 682-7062 Fax (715) 682-7051

*Find yourself next to the water.*

**ASHLAND**

*City of Ashland, Wisconsin*

601 Main Street West Ashland, WI 54806 www.coawi.org



41

---

To: Patti Ekstrom, Deputy Clerk

From: James C. Gregoire, Chief of Police

Date: April 13, 2018

Ref: License Renewal

To whom it may concern.

I was asked to provide a report with regards to Bay Area Pawn's compliance to City Ordinances.

A representative of the Ashland Police Department inspected the business and found it did have the appropriate signs posted in an open and easily readable location.

I did review the 2017 reports which included Bay Area Pawn. All the reports appeared to be in order and the Pawn Shop complied with all information required of them.

It is my recommendation to approve the pawn broker license.

Thank you.

A handwritten signature in black ink, appearing to read "James C. Gregoire".

Sincerely,

James C. Gregoire  
Chief of Police  
Ashland Police Department  
601 W. Main St.  
Ashland, WI. 54806  
(715)685-1613  
jgregoir@coawi.org

City of Ashland Police Department, 601 Main Street West, Ashland, WI 54806  
Phone (715) 682-7062 Fax (715) 682-7051

*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 ~ Fire Department  
215 Sixth Street East Ashland ~ WI 54806 ~ [www.coawi.org](http://www.coawi.org)

---

DATE: April 9, 2018

TO: Patti Ekstrom, Deputy Clerk

FROM: Wayne Chenier, Fire Chief 

RE: **2018 Recycling/Junk Dealers, Mobile Home Park, and Liquor License Applications**

Good morning Patti,

The Ashland Fire Department has completed the fire inspections for licensure as outlined in accordance to City Ordinance. All necessary re-inspections for businesses with code violations have been corrected. There are no outstanding issues or violations of the above types of occupancies.

I recommend approval to all applicants.

# Memorandum

**To:** Patti Ekstrom, Deputy Clerk  
**From:** Bob Miller, Building Inspector *RM*  
**Date:** 4/17/2018  
**Re:** License renewals

---

I have completed my review and inspections of the currently licensed premises as part of their annual liquor license renewal. I believe the overall quality of the licensed premises have steadily improved over the past five years. I am recommending approval of all of the liquor licenses at this time.

I have also inspected both the Whispering Pines and Kenwood Terrace mobile home parks for compliance with the City ordinances and regulations. Other than the usual potholes within the interior streets, I saw no violations that would prevent the licenses from being issued at this time. There are several deteriorated mobile homes and some property maintenance violations within the parks that we will be working on this summer. I am recommending approval of the mobile home park licenses.

I have also inspected Chicago Iron & Supplies, Waste Management, CWO Auto and Scrap Removal LLC and Eagle Waste & Recycling Inc. as part of their annual license renewal. I saw no violations that would prevent the licenses from being issued at this time. I am recommending approval of all four Recycling/Junk Dealers licenses.

Please let me know if you need any additional information.

*Find yourself next to the water.*



City of Ashland  
Treasurer's Office  
Memo

Date: 2-May-18  
To: Patti Ekstrom  
From: Barbara Clement *BC*  
Re: 2018 License Renewals

Patti:

The following businesses have amounts owing at the place of licensed activities.

CWO Auto and Scrap Removal, LLC	
2805 Homes Road	2017 Personal Property Tax
202 Prentice Ave	2017 Personal Property Tax
	2016 Real Estate Taxes- 2nd Installment due to Ashland CO
	2017 Real Estate Taxes - Full amount due to Ashland Co.

CJ White, Inc. Doing Business as Niblick Bar and Grill	
3000 Golf Course Road	Outstanding Utilities
	2017 Personal Property Taxes

FHF Services, LLC doing business as Freehands Lakeside	
2521 Lake Shore Drive W	2017 Personal Property Taxes
	1st Qtr 2018 Accommodation Tax

**CHAPTER 923. ALL TAXES, ASSESSMENTS, UTILITY CHARGES, INDEBTEDNESS, AND FORFEITURES BE PAID BEFORE ANY LICENSE OR CONTRACT IS GRANTED BY THE CITY OF ASHLAND.**

**923.10. Payments Required.** No person, partnership, or corporation shall be issued a license or have renewal of a license previously held or be granted a contract of any sort if that person, partnership or corporation or any person, partnership or corporation owning the real estate or personal property used in the licensed activity has any delinquent real or personal property taxes on the real or personal property involved in the licensed activity, any outstanding assessments, forfeitures, utility charges, or indebtedness owed to the City of Ashland.

**923.20. Refusal of Contract.** For those persons, partnerships, or corporations subject to refusal to grant a license or renewal thereof or a contract of any sort, pursuant to this chapter, said person, partnership, or corporation shall have opportunity to be heard as follows:

- (a) The Committee of the Whole of the City of Ashland shall conduct a hearing on the issues.
- (b) Written Notice of the hearing shall be served not less than three (3) days or more than ten (10) days from the date of the hearing.



# AGENDA BILL

Ref: 090

COMMITTEE AGENDA:  
COUNCIL AGENDA: 7B (05-08-2018)

**SUBJECT: Approve the Ice/Water Rescue Vehicle (“Ice Angel”) Agreement Between the Ashland Fire Department and Ashland County**

**RECOMMENDATIONS:** Approval

---

**DEPARTMENT OF ORIGIN:** Fire Department

**DATE SUBMITTED:** April 25, 2018

**CLEARANCES:** Mayor  
City Attorney  
Fire Chief

**EXHIBITS:** 2018 Ice/Water Rescue Agreement

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION REQUIRED:** NA

**SUMMARY STATEMENT:**

By Wisconsin Statute, Ashland County is responsible for providing rescue/recovery services and costs associated therewith on all lakes, rivers, creeks and streams within its boundaries. The City of Ashland has the trained personnel capable of carrying out these functions. Ashland County has made available to the City the “Ice Angel” rescue vessel and trailer.

In May of 2017, Ashland County gave the City of Ashland written Notice of Termination of the 2003 Ice/Water Rescue Agreement with the intent of entering into a new agreement with the City of Ashland, Ashland County, and Bayfield County. After several months of negotiation, it was agreed that Ashland County would contract separately with the City of Ashland to continue to provide services for Ice Angel rescue operations and for financial support from Bayfield County towards maintenance and repairs.

Within the agreement, it is stated that Ashland County will contribute \$5,000 annually to help cover costs of the Ice Angel operations and maintenance. If expenses exceed this amount, additional monies will be made available by each County to cover the costs as outlined in the agreement.

The City Administration and Fire Department request Council to approve this agreement between the City of Ashland and Ashland County.

## 2018 ICE/WATER RESCUE AGREEMENT

47

Based on the following recitals and other good and valuable consideration, this agreement is made and entered into by and between the City of Ashland, a Wisconsin municipality ("the City") and the County of Ashland, two bodies corporate and politic of the State of Wisconsin.

### RECITALS

WHEREAS, §59.27(11) Wisconsin Statutes provides that the Sheriff of a County shall conduct operations within the County and when the County Board so provides, conduct operations in waters of which the County has jurisdiction under s.2.04 (Lake Superior) for the rescue of human beings and for the recovery of human bodies, and

WHEREAS, in 2003, Ashland County obtained a motorized rescue vessel (and trailer) manufactured by Windmark called Ice Angel IV ("the Ice Angel") which is designed to be used for such purposes, and

WHEREAS, the City of Ashland which is situated on the shore of Lake Superior and which maintains a fire department staffed by full time medically trained personnel is in a better position to respond to rescue calls on the water than is the County Sheriff, and

WHEREAS, under the terms of the 2003 Ice/Water Agreement, the County of Ashland has sold and transferred its Ice Angel vessel to the City of Ashland, the City of Ashland has provided ice/water rescue/human body recovery services and Ashland County has made payment to the City of Ashland, and

WHEREAS, the County of Ashland, on May 22, 2017 gave the City of Ashland written Notice of Termination of the 2003 Ice/Water Agreement with the intent of entering into a new agreement with the City of Ashland, Ashland County and Bayfield County.

NOW, THEREFORE, THE City and Ashland County agree as follows:

1. Provision of services. The City will, under the County's authority, use the Ice Angel and provide ice/water rescue/human body recovery services within the Counties and the waters of which the Counties have jurisdiction under s.2.04 (Lake Superior) as the Sheriff would do so pursuant to §59.27(11) Wisconsin Statutes.
2. Good repair. The City will keep and maintain the Ice Angel in good repair so it is in a constant state of readiness.
3. Housing. The City will house the Ice Angel and bear the expenses associated with such housing.
4. Best Efforts. The City will use its best efforts in performing this agreement but provides no guarantee as to the effectiveness of its equipment or personnel in providing the services contracted for herein.
5. Payments to the City.

- (a) Ashland County annually will contribute an amount of \$5,000.00 to cover costs of the Ice Angel operations and maintenance. Any contributions from Bayfield County will be forwarded by Ashland County to the City. If operation and maintenance costs are less than the contribution made by the Counties, the City will keep the excess contribution in a separate non-lapsing account. If operation and maintenance costs exceed the annual contributions made by the County, an additional contribution will be made by Ashland County to cover the annual operating and maintenance expense.
- (b) Reimbursement for all personnel costs and operating expenses which are a direct result of an emergency deployment of the Ice Angel vessel resulting in actual or attempted rescue/recovery of persons or bodies. The costs and expenses associated with the rescue/recovery will be separately invoiced to the County where the rescue/recovery took place.
- (c) Upon agreement of all parties, reimbursement for costs associated with unscheduled maintenance, major component failure, or repair and replacement of component parts of the Ice Angel and/or its trailer will be funded from the separate non-lapsing account held by the City. If funds in the account are not sufficient to cover the costs of repair-replacement, the City of Ashland, and County of Ashland agree to meet and discuss an additional contribution to cover said costs.
- (d) No payment shall be made to cover the costs resulting from any training exercise, nor deployments resulting in a non-rescue attempt or stand-down. The costs will be borne by the City as an in-kind match for this agreement.
- (e) City of Ashland, Ashland County and Bayfield County will continue to solicit funds when necessary from the public and organizations to help support the operation of the Ice Angel.
6. Expenses. The City will keep track of its expenses associated with the maintenance, repair and operation of such vessel, the costs and expenses of fuel for such vessel and the costs and expenses associated with emergency deployments. If the reimbursable items (not including the items specifically addressed by the parties under paragraph 5(c)) exceed the annual contribution of Ashland County, the City will bill Ashland County of the excess by the end of January each year for the preceding calendar year. Ashland County will by the last day of February each year, pay the City for such expenses which were incurred during the preceding calendar year.
7. City Fire Chief. The City Fire Chief or his/her designee, under the direction of the Ashland or Bayfield County Sheriff, is responsible for all operation aspects of the ice/water rescue/recovery program provided for herein. The City Fire Chief or his/her designee shall have the authority and be the final decision maker as to the deployment of the Ice Angel vessel once a risk/benefit analysis to rescuer safety has been completed.
8. Ashland County has adopted an ordinance providing that individuals rescued are responsible for paying the deployment costs of the vessel and crew which amounts will reimburse the County for funding for this program.
9. Dispute Resolution. The parties agree to the following procedures for the resolution of any dispute which may arise out of this Agreement or breach of this Agreement:

(1.) Negotiation. If any dispute arises with respect to this Agreement or the breach thereof, the parties shall first seek to resolve the dispute through informal settlement negotiations. Written notice of any dispute specifying in detail the factual bases for any alleged non-compliance must be given to the other parties by the party providing notice. All parties shall participate in good faith negotiations to resolve the dispute and within ten (10) days following delivery of the written notice of dispute, representatives of all governing bodies shall meet at a neutral site, or other mutually agreed upon location, to resolve the dispute. If resolution is not reached after one negotiation session, any party may serve on the other written demand for mediation.

(2.) Mediation. Within seven (7) days of service of the notice of demand for mediation the parties shall appoint a mediator. If the parties are unable to agree on a mediator, each party shall select a mediator and the three (3) shall select a fourth (4<sup>th</sup>) mediator who shall conduct the mediation. The parties shall attempt to agree upon the number of mediation sessions to be scheduled, but no less than two (2) mediation sessions shall be scheduled. After at least two (2) mediation sessions have occurred, any party may notify the other that mediation has failed and the party shall schedule a final mediation no later than ten (10) days after notification of failure of mediation, unless parties agree to another mutually acceptable date. The cost of mediation shall be borne equally to each party.

10. In the event of the termination of this Agreement, the City of Ashland, Ashland County, and Bayfield County will meet and discuss the distribution of any funds contributed and held in the non-lapsing account created by this Agreement.

11. This Agreement is effective when it has been approved by the Ashland City Council and the County Board of Supervisors of the Ashland County and has been signed by their respective Clerks. This Agreement shall remain in full force and effect until either party give the other parties one hundred eighty (180) days written notice of its termination. All parties are free to give the other parties its written notice of termination of this Agreement at any time, for any reason.

City of Ashland: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

ATTEST \_\_\_\_\_  
City Clerk

County of Ashland \_\_\_\_\_ Date \_\_\_\_\_  
Ashland County Board Chairperson

ATTEST \_\_\_\_\_  
County Clerk



# AGENDA BILL

Ref: 096

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 7C (5-8-2018)**

**SUBJECT:** Approve and Award Bid for Crushed Aggregate to Angelo Luppino, Inc.

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Public Works Department

**DATE SUBMITTED:** April 27, 2018

**CLEARANCES:** Interim Public Works Director  
Public Works Street Foreman  
Mayor

**EXHIBITS:** Bid Summary (see below)  
Treasurer's Certificate

**EXPENDITURES REQUIRED:** \$ 42,553.00 O&M Budget 100-53311-340

**AMOUNT BUDGETED:** \$45,000.00

**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 the purchase of crushed aggregate from Angelo Luppino, Inc.

**SUMMARY STATEMENT:** The Public Works Department advertised bids for 4000 tons of crushed aggregate for annual roadway maintenance and 100 tons of dry crushed aggregate. The bids include furnishing and delivering 4000 tons of aggregate for the Public Works stockpile and 100 tons of dry aggregate to store in the new salt shed for use in the winter. This aggregate will be used over the course of the year on city alleys, utility street cuts and miscellaneous job sites.

Bidder	Bid Amount /Ton	Total Bid Amount (4000 Ton)
Angelo Luppino, Inc.	4000 Ton \$10.33 100 Ton \$12.33	\$41,320.00 1,233.00
Mika Construction & Transportation	4000 Ton \$12.50 100 Ton \$12.50	\$50,000.00 1,250.00
KV Tech Construction	4000 Ton \$15.80 100 Ton \$15.95	\$63,200.00 1,595.00
Milestone Materials	4000 Ton \$12.27 100 Ton \$12.27	\$49,080.00 1,227.00

The Public Works Department recommends awarding Angelo Luppino, Inc. the contract.

**Patti Ekstrom**

---

**From:** Barbara Clement  
**Sent:** Friday, April 27, 2018 11:07 AM  
**To:** Sharon Campbell  
**Cc:** Patti Ekstrom; Denise Oliphant  
**Subject:** RE: Treasurers Certificate

Angelo Luppino of Iron Belt, 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

---

**From:** Sharon Campbell  
**Sent:** Friday, April 27, 2018 11:02 AM  
**To:** Barbara Clement  
**Cc:** Patti Ekstrom; Denise Oliphant  
**Subject:** Treasurers Certificate

Barb-  
Can you please confirm the Angelo Luppino, Inc, PO Box 100, Iron Belt, WI 54536 is in compliance with Chapter 923?

Thank you-

Sharon Campbell  
Public Works Administrative Manager  
  
City of Ashland Public Works Department  
2020 6<sup>th</sup> Street East  
Ashland, WI 54806  
Phone: 715.685.1646  
FAX: 715.682.7907  
Email: [scampbell@coawi.org](mailto:scampbell@coawi.org)

*Find yourself next to the water.*





52

# AGENDA BILL

Ref: 100

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 7D (5-8-18)**

**SUBJECT:** Approve of Bid Award to Ashland Construction, Inc. for the Main Street East and 14<sup>th</sup> Avenue East Resurfacing and Utility Replacement Project

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Department of Public Works

**DATE SUBMITTED:** April 27, 2018

**CLEARANCES:** Interim Public Works Director  
Senior Civil Engineer  
Finance Director  
Mayor

**EXHIBITS:** Bid Tabulation  
Treasurer's Certificate

**EXPENDITURES REQUIRED:** \$ 348,522.50 - Roadway, Sidewalk, Storm Sewer  
136,526.00 - Water  
30,908.00 - Sanitary Sewer  
**\$ 515,956.50 - Total Base Bid**  
47,750.00- Engineering/Admin/Materials Testing  
30,957.39 - Project Contingency (6%)  
**\$ 594,663.89 TOTAL PROJECT COST**

**AMOUNT BUDGETED:** \$ 356,487.11 - Fund 470  
15,510.00 - LRIP Funding  
29,750.00 - General Fund 100-53102 Eng/GIS  
157,304.71 - Fund 680  
35,612.07 - Fund 690  
**\$ 594,663.89 TOTAL**

**APPROPRIATION REQUIRED:**

**TREASURER'S CERTIFICATE:** In compliance with Chapter 923, Ashland City Ordinances

**COMPLIANCE WITH ORDINANCE 51:** Yes

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:**

**RECOMMENDATION:** Award Base Bid 1A (Main Street East) and Base Bid 1B (14th Avenue East) contract to Ashland Construction, Inc. for the Main Street East & 14th Avenue East Resurfacing and

Utility Replacement Project

**SUMMARY STATEMENT:** Four bids were received and opened on April 26, 2018 for the Main Street East and 14th Avenue East Resurfacing and Utility Replacement project. The project limits along Main Street are 11th Avenue East to 14th Avenue East and along 14th Avenue East from Main Street to U.S.H. 2.

The project bid specifications consisted of the following work:

**Main Street** – Replace water main and sanitary sewer underground pipe crossings; Saw and remove concrete surface; Installing compacted gravel base; Asphalt paving.

**14th Avenue** – Replace water main and water services from Main Street to U.S.H. 2; Saw and remove concrete pavement; Installing compacted gravel base; Asphalt paving.

**Storm Sewer** – Install new 8’’ storm sewer pipe from the ravine at Main Street and 16th Avenue East to outfall location at north end of 16th Avenue East. The new pipe will be installed by horizontal directional bore method (trenchless) from Main Street to the outfall location so there will be no road disturbance or road repair required.

**Alternate Bid 1** – Main Street East Mill and Overlay 14<sup>th</sup> Avenue East to 16<sup>th</sup> Avenue East

Bid Alternate 1 for mill and overlay of Main Street between 14th Avenue East and 16th Avenue East is not recommended for approval due to insufficient available funding.

It is the recommendation from the Department of Public Works to accept the low bid from Ashland Construction, Inc. for Base Bid 1A and Base Bid 1B.

**BID TABULATION: MAIN STREET EAST & 14TH AVENUE EAST ROAD AND UTILITY IMPROVEMENT PROJECT**

	ASHLAND CONSTRUCTION		JAKE'S EXCAVATING		M. JOLIMA, INC.		A-1 EXCAVATING	
		TOTAL PRICE		TOTAL PRICE		TOTAL PRICE		TOTAL PRICE
TOTAL BASE BID 1A		\$300,726.65		\$297,900.10		\$370,215.80		\$382,380.80
TOTAL BASE BID 1B		\$215,229.85		\$220,999.00		\$238,925.00		\$281,453.00
<b>TOTAL 1A+1B</b>		<b>\$515,956.50</b>		<b>\$518,899.10</b>		<b>\$609,140.80</b>		<b>\$663,833.80</b>
TOTAL BID ALTERNATE 1		\$56,575.00		\$44,214.70		\$56,025.55		\$47,190.50
<b>TOTAL 1A+1B+BID ALTERNATE 1</b>		<b>\$572,531.50</b>		<b>\$563,113.80</b>		<b>\$665,166.35</b>		<b>\$711,024.30</b>

**Patti Ekstrom**

---

**From:** Barbara Clement  
**Sent:** Friday, April 27, 2018 11:09 AM  
**To:** Sharon Campbell  
**Cc:** Dan Maderich; Patti Ekstrom; Denise Oliphant  
**Subject:** RE: Treasurers Certificate

Ashland Construction of Ashland 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

---

**From:** Sharon Campbell  
**Sent:** Friday, April 27, 2018 11:03 AM  
**To:** Barbara Clement  
**Cc:** Dan Maderich; Patti Ekstrom; Denise Oliphant  
**Subject:** Treasurers Certificate

Barb-  
Can you please confirm Ashland Construction Inc., PO Box 231, Ashland, WI 54806 is in compliance with Chapter 923?

Thank you-

Sharon Campbell  
Public Works Administrative Manager

City of Ashland Public Works Department  
2020 6<sup>th</sup> Street East  
Ashland, WI 54806  
Phone: 715.685.1646  
FAX: 715.682.7907  
Email: [scampbell@coawi.org](mailto:scampbell@coawi.org)

*Find yourself next to the water.*

**ASHLAND**

WISCONSIN



# AGENDA BILL

**Ref: 102**

**COMMITTEE AGENDA:  
COUNCIL AGENDA: 7E (5/8/18)**

**SUBJECT:** Approval for Public Works Staff to Perform Work in Accordance with Chapter 194.05 for the City of Ashland Waterfront Trail Repair Project, 2017-18

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Public Works Department  
Parks and Recreation

**DATE SUBMITTED:** April 30, 2018

**CLEARANCES:** Interim Public Works Director  
Parks and Recreation Director  
Mayor

**EXHIBITS:**

**EXPENDITURES REQUIRED:** \$ 43,600.00 WDNR Recreation Trails Grant  
\$ 31,600.00 Waterfront Development Fund 453  
\$ 12,000.00 In-Kind Labor and Equipment by Public Works  
\$ 87,200.00

**AMOUNT BUDGETED:** \$ 43,600.00 WDNR Recreation Trails Grant  
\$ 31,600.00 Waterfront Development Fund 453  
\$ 12,000.00 In-Kind Fund 100 PW budget  
\$ 87,200.00

**APPROPRIATION REQUIRED:**

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:** The Mayor has approved placement of this item on the Council Agenda for timeliness reasons.

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:**

**RECOMMENDATION:** Approval for Public Works to perform work for the City of Ashland Waterfront Trail Repair Project, 2017-18 in accordance with Chapter 194.05.

**SUMMARY STATEMENT:** The City has received a grant to repair washed out areas of the shoreline along Lake Superior from the October, 2017 storm. The City is currently soliciting bids for the heavy rip rap for the project with the intent City staff will perform the work needed for placement of the heavy rip rap along the shoreline. (Agenda item 7I deals with the bidding for this project.)

A class 1 notice has been published of the intended construction and a report of all expenditures will be presented to the City Council at a later date.

In accordance with Chapter 194.05 (d) by a vote of three-fourths of the members-elect of the City Council, they can approve the work to be completed by Public Works.



# AGENDA BILL

**Ref: 101**

**COMMITTEE AGENDA:  
COUNCIL AGENDA: 7F (5/8/18)**

**SUBJECT:** Approval of Contract with Northwoods Paving Co. and for the Public Works Staff to Perform Work in Accordance with Chapter 194.05 for Roadway Repair on North Ellis Avenue

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Public Works Department

**DATE SUBMITTED:** April 30, 2018

**CLEARANCES:** Interim Public Works Director  
Street Foreman  
Mayor

**EXHIBITS:** Treasurer's Certificate

**EXPENDITURES REQUIRED:** \$ 22,995.00 Northwoods Paving Co.  
\$ 10,000.00 City Crew Labor, Supplies and Equipment  
\$ 32,995.00

**AMOUNT BUDGETED:** \$11,548.25 Fund 680  
6,500.00 Fund 100 PW Budget  
\$14,946.75 Fund 470 and/or Fund 100 PW Budget if needed  
\$32,995.00

**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:** The Mayor has agreed to the placement on the Council Agenda for timeliness reasons.

**RECOMMENDATION:** To approve entering into a contract with Northwoods Paving Co. for resurfacing North Ellis Avenue and for the Public Works Staff to perform other project work.

**SUMMARY STATEMENT:** In February, 2018, a water main break occurred on North Ellis Avenue adjacent to the Hotel Chequamegon that resulted in a large washout of the roadway. The water main

was repaired and one lane of traffic was left open. This was acceptable during the winter months but now it must be opened to accommodate Marina traffic and traffic from the Superfund site.

The project consists of repairing the curb that was damaged and repair the large washed out area and then pulverize the entire roadway from USH 2 to the waterfront trail. The project falls below the competitive bidding requirement of \$25,000. There are only two paving contractors in the area and both Northwoods Paving Co. and Angelo Luppino, Inc. were solicited. The Mayor, acting in the absence of the City Administrator, approved soliciting for bids and not advertising for this project.

A class 1 notice has been published of the intended construction and a report of all expenditures will be presented to the City Council at a later date.

The Public Works Department recommends entering into a contract with Northwoods Paving Co. to resurface the roadway and recommends the City Council, per Chapter 194.05, approve Public Works completing the project.

**Patti Ekstrom**

---

**From:** Barbara Clement  
**Sent:** Tuesday, May 01, 2018 9:00 AM  
**To:** Sharon Campbell  
**Cc:** Patti Ekstrom  
**Subject:** RE: Treasurers Certificate

Northwoods Paving Co 610 Industrial Park Road, Ashland is in compliance with City Ordinance Chapter 923.

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

(715) 682-7056

**From:** Sharon Campbell  
**Sent:** Monday, April 30, 2018 4:28 PM  
**To:** Barbara Clement  
**Subject:** Treasurers Certificate

Barb-  
Can you please confirm Northwoods Paving Co., PO Box 786 Ashland, WI 54806 is in compliance with Chapter 923?

Thank you-

Sharon Campbell  
Public Works Administrative Manager

City of Ashland Public Works Department  
2020 6<sup>th</sup> Street East  
Ashland, WI 54806  
Phone: 715.685.1646  
FAX: 715.682.7907  
Email: [scampbell@coawi.org](mailto:scampbell@coawi.org)

*find yourself next to the water*



# AGENDA BILL

61



Ref: 093

COMMITTEE AGENDA:  
COUNCIL AGENDA: 7G (05-08-2018)

**SUBJECT: Approve a Resolution to Implement an Outdoor Fitness Court at Bayview Park**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Parks and Recreation Department

**DATE SUBMITTED:** April 26, 2018

**CLEARANCES:** Parks and Recreation Committee  
Mayor

**EXHIBITS:** A-Proposed Resolution  
B-National Fitness Campaign Award Letter  
C-2018 Campaign Summary  
D-Fitness Court Quote  
E-Map

**EXPENDITURES REQUIRED:** \$75,000

**AMOUNT BUDGETED:** -0-

**APPROPRIATION REQUIRED:** -0-

**TREASURER'S CERTIFICATE:** NA.

**COMPLIANCE WITH ORDINANCE 51** The Mayor has consented to placement of this agenda item on the Council agenda as timely action is needed to pursue the grants.

**RECOMMENDED MOTION:** Approve a resolution to implement an Outdoor Fitness Court at Bayview Park

**SUMMARY STATEMENT:**

The City of Ashland was approached by the National Fitness Campaign about its interest in obtaining a Fitness Court for the City of Ashland. The National Fitness Campaign is seeking another Wisconsin community to install a Fitness Court and Ashland met the criteria. Janesville is the other Wisconsin community to get a Fitness Court.

The Fitness Court will be located at Bayview Park, north of the main parking lot. The City will work with the National Fitness Campaign to create promotion materials for sponsorships. The National Fitness Campaign is aware that the City does not have any money to put towards this project; all funding must come from local sponsors.

The Parks and Recreation Committee is requesting approval by Council to implement an outdoor fitness court at the Bayview Park location.

**RESOLUTION**

No. \_\_\_\_\_

**RESOLUTION TO IMPLEMENT AN OUTDOOR FITNESS COURT AT BAYVIEW PARK**

At a meeting of the City of Ashland Common Council held on May 8, 2018 wherein the following action was taken:

**WHEREAS**, the City of Ashland has submitted a Grant Application to the National Fitness Campaign for the construction of an outdoor Fitness Court, which is free for public use; and,

**WHEREAS**, the City of Ashland will accept a \$10,000 Fit Radio Grant from National Fitness Campaign to promote and implement an outdoor Fitness Court; and,

**WHEREAS**, the City of Ashland Common Council believes the outdoor Fitness Court is an important recreation facility to support the health of the community by making "world-class" fitness free at Bayview Park, fund an outdoor bodyweight circuit training Fitness Court, and earn local and national recognition as a leader of affordable health and wellness.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Ashland Common Council will collaborate with National Fitness Campaign to implement the construction of an outdoor Fitness Court and make fitness free to the community residents and visitors.

\_\_\_\_\_  
Councilperson

PASSED: May 8, 2018

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Siegler, City Attorney



**Congratulations – Ashland, WI has been selected to join the 2018 National Fitness Campaign!**

Dear Sara,

We are pleased to announce that the city of Ashland has been selected to receive the NFC Fitness Grant, provided by official music sponsor Fit Radio, to join the 2018 National Fitness Campaign.

This letter confirms your award of \$10,000 towards building an NFC Fitness Court™ and local Campaign.

Your city has made a choice: to lead a national movement and make world class fitness free! Our team will work with you over the coming months to follow the path outlined in your grant application, to ship your NFC Fitness Court™ and to make you part of the National Campaign, promoting and activating the program in 2018.

We have assigned Trent Matthias as your dedicated Campaign Manager, your champion and partner in this program.

This grant award is the first step towards formal confirmation of your participation. The next step is a call with Trent to discuss building our partnership. This call will be scheduled for a time within the next 10 days.

Here are some of the things to look forward to in 2018:

- Opening Day Training Camp – Let's launch your NFC Fitness Court™ and build a fit community!
- Fitness Court App – Learn the routines, track your score and compete in national challenges.
- Mayor's Fitness Challenge – Get residents moving and engaging with City leadership
- Social Media Promotions – Localized and National promotions featuring your City

On behalf of the entire NFC team, I am thrilled to invite Ashland to join us as partners in the 2018 National Fitness Campaign.

Best in Fitness,

Mitch Menaged, Founder  
**National Fitness Campaign**



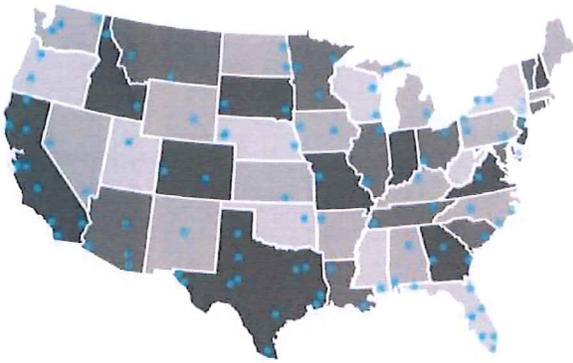
## FITNESS COURT: A FREE FITNESS CLUB WITHOUT WALLS

National Fitness Campaign is changing the face of health care by making world class fitness free in public spaces everywhere.

The Campaign is built around the Fitness Court, an outdoor bodyweight fitness club without walls. The Fitness Court offers innovative seven minute training routines to provide full body workouts for adults of all ages.

The system was designed and tested in San Francisco over four years. Now where digital tools, fitness challenges and incentives are making fitness fun, accessible and free to people across America. The mission of the Campaign is to neutralize backend healthcare by investing in front end wellness!





# 2018 100 CITIES

## FITNESS COURT THE BEST OUTDOOR GYM IN THE WORLD

**CAMPAIGN ECOSYSTEM**  
Partnership and Activation Support System



FREE MOBILE APP



FUNDING SUPPORT



NATIONAL PROMOTIONS



BUILDING COMMUNITY

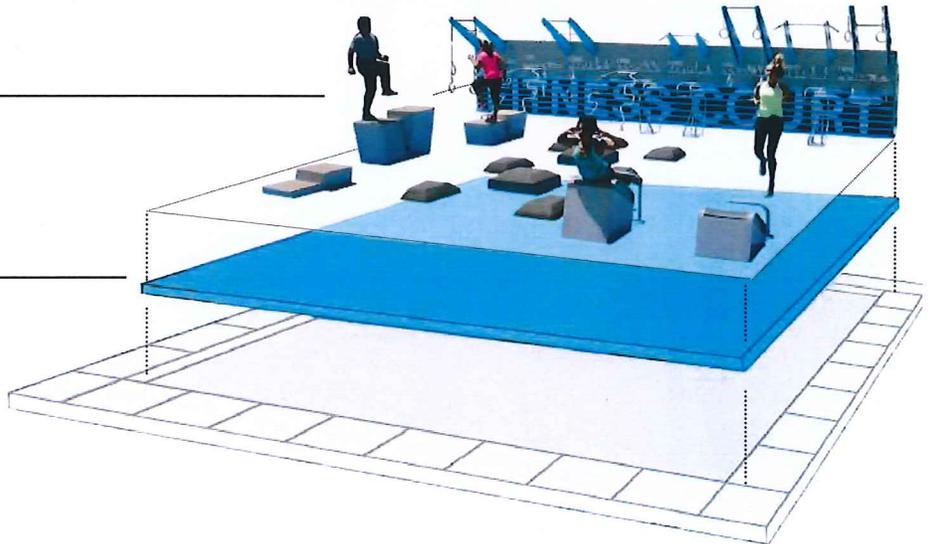


FITNESS CHALLENGES

**OUTDOOR BODYWEIGHT  
CIRCUIT TRAINING SYSTEM**  
(provided by NFC)

**SPORTS FLOORING**

**CONCRETE PAD**  
(38'x38', provided by city)

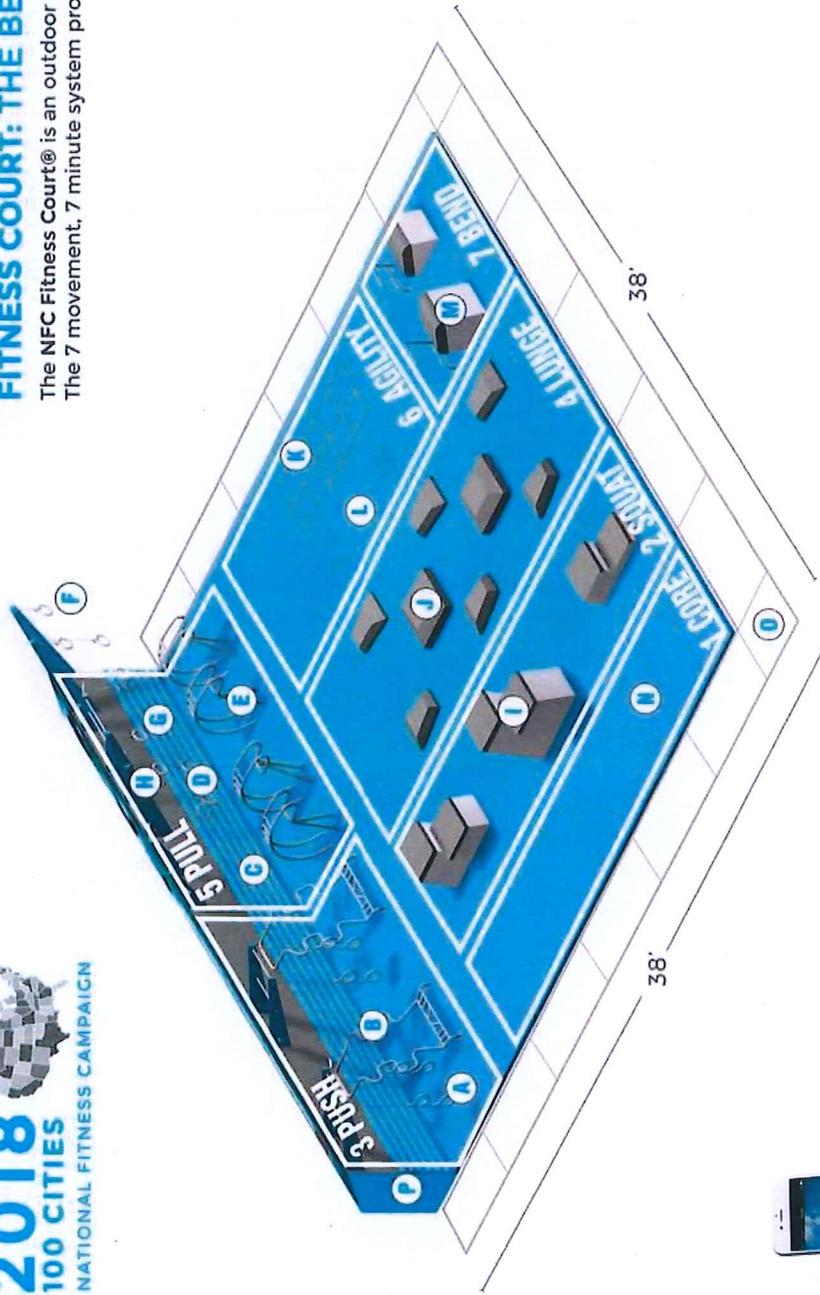


## PROGRAM FUNDING

TOTAL FUNDING REQUIRED: \$90,000 +INSTALLATION

<b>CITY</b>	<b>COMMUNITY (varies)</b>	 <b>FITRADIO</b>	<b>NATIONAL SPONSOR</b>	<b>+</b>	<b>INSTALLATION</b>
<b>\$80,000</b>			<b>\$10,000</b>		<b>(VARIES)</b>

**FITNESS COURT: THE BEST OUTDOOR GYM IN THE WORLD**  
The NFC Fitness Court® is an outdoor bodyweight circuit training system built in public spaces. The 7 movement, 7 minute workout provides a full-body workout to people of all ability levels.



**FITNESS ELEMENTS**

- A** 2 SETS DESTABILIZED PUSHING HANDLES
- B** 2 SETS STABILIZED PUSHING LADDERS
- C** 7 PROGRESSIVE FOOHOLD STRIPS
- D** 2 SETS ROWING HANDLES
- E** 4 FULL BODY ROWING STATIONS
- F** 2 SETS MUSCLE UP RINGS
- G** 2 SETS BICEP CURL RINGS
- H** 2 SETS STABILIZED PULL-UP BARS
- I** PLYOMETRIC / SQUAT BOXES
- J** LUNGE STEP COURSE
- K** AGILITY LADDERS
- L** AGILITY DOTS
- M** 2 BENDING STATIONS
- N** P.I.P. SURFACE (installed by others)
- O** CONCRETE SLAB (installed by others)
- P** PROGRESSIVE TRAINING WALL

**Specifications**

MADE TO LAST IN THE USA

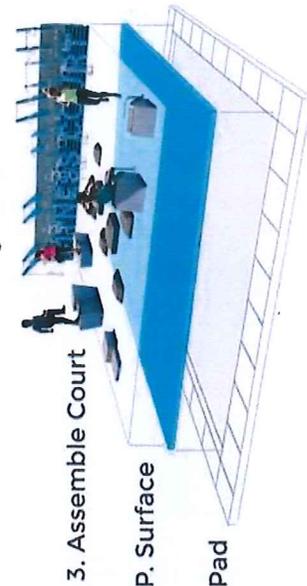
- manufactured in America
- resilient to heavy, repeated daily use
- over 50 individual pieces of equipment
- powder-coated steel components
- galvanized fittings and bolts
- stainless steel cables

**Warranty + Maintenance**

VIRTUALLY MAINTENANCE FREE

- made for all climates
- almost no moving parts (only the cables)
- equipment is anchor bolted into concrete
- Limited warranty on all equipment
- replacement parts available through NFC
- no requirement for disassembly in winter

**Installation - by others\***

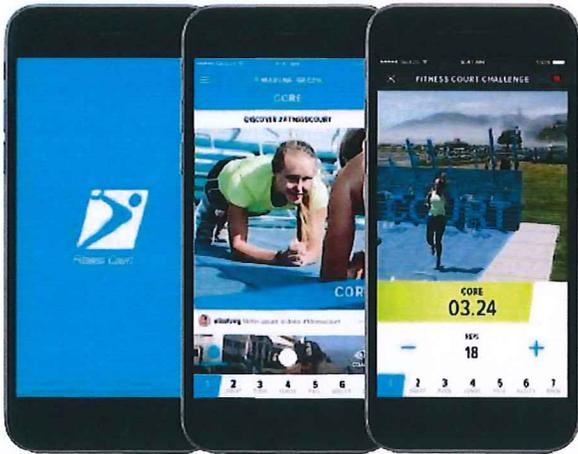


3. Assemble Court

2. P.I.P. Surface

1. Concrete Pad

# CAMPAIGN ECOSYSTEM: FITNESS COURT APP



## - DISCOVER MODE

Learn exciting new moves on the Fitness Court

## - COACH MODE

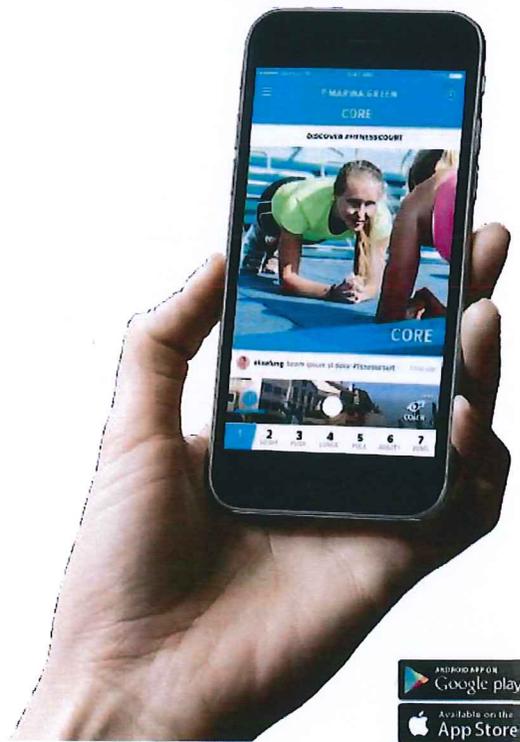
Routines, bootcamps and more

## - CHALLENGE MODE

Compete in the 7 move challenge and get your score

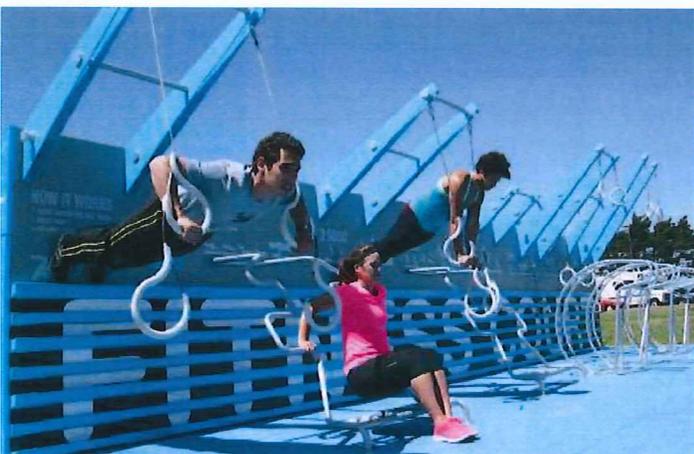
## THE FITNESS COURT APP

The all-new Fitness Court App for IOS and Android makes every court-goer into a workout video star. Community members enroll in the campaign by visiting the court, downloading the Fitness Court App and posting a video. Ongoing contests and challenges reward your city's most creative and competitive residents, while providing metrics to track engagement.



## SOCIAL MEDIA

NFC - produced videos and posts announce the new Fitness Court to your online community and build an initial following. After the court launches, local Fitness Court pages become hubs for user-generated content, showcasing the vibrance of your city.



# CAMPAIGN ECOSYSTEM: PARTNER PROMOTIONS



1 Pre-Launch Announcements

MEMBERSHIP IS NOW FREE



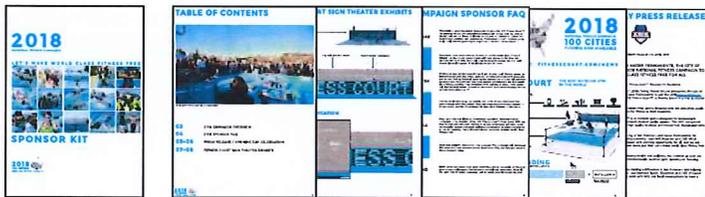
2 Fitness Court Launch



3 Activation

## PHASE 1: PRE-LAUNCH ANNOUNCEMENTS

- Custom Campaign decal for use in local promotions
- Full press kit including press release, FAQ, documentation, quotes
- Partner support : customized promotions, permanent recognition featuring city partners



- Featured Partner Week : National and local storytelling. This week is a celebration of your community joining the Campaign to build excitement and support for the initiative.

## PHASE 2: NFC FITNESS COURT LAUNCH

The Fitness Court Launch is celebration of making world class fitness free in your community

- Opening Day Celebration Kit : customized promotional and guidelines package including: optional incentives, press release and media support. This includes training guides and various engagement tools to encourage participation from all community members.

## PHASE 3: ACTIVATION

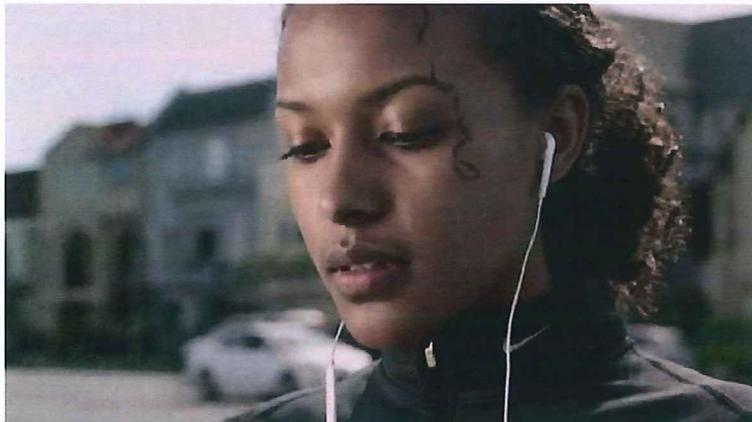


- Mayors Challenge Event (Optional) : A local celebration designed to engage local stakeholders and community members in a day of fun on the Fitness Court
- The Fitness Court App: The all new app brings free fitness to your community. Ongoing contests and challenges reward your city's most creative and competitive residents, while providing metrics to track engagement.
- Bootcamps, Classes, Challenges : A toolkit of activation programs for your community.

# BUILD CONSENSUS. SHARE THE VIDEO!



THE 2018 CAMPAIGN VIDEO IS A 2 MINUTE SUMMARY OF THE CAMPAIGN. BE SURE TO WATCH AND SHARE!



## 2 MINUTES TO FREE FITNESS.

WATCH HERE :  
[FITNESSCOURT.COM/VIDEO](https://FITNESSCOURT.COM/VIDEO)



**2018**  
 NATIONAL FITNESS CAMPAIGN  
 100 CITIES



# QUOTE

City of Ashland Parks and Recreation  
400 4th Ave W  
ASHLAND WI 54806  
USA

Date  
Apr 4, 2018

Expiry  
Aug 4, 2018

Quote Number  
QU-0086

National Fitness  
Campaign LLC  
For all questions  
regarding this quote,  
contact: info@nfchq.com

Description	Quantity	Unit Price	Tax	Amount USD
Fitness Court and National Campaign Resources - \$10,000 National Grant Funds Award - \$5,000 Sports Floor Material Credit	1.00	75,000.00	Tax Exempt	75,000.00
			Subtotal	75,000.00
			TOTAL USD	75,000.00

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 50% of the Purchase Price at least 60 days prior to the Shipping Date. Purchaser will pay the remaining 50% of the Purchase Price within 30 days of the Shipping Date. These payment terms will apply unless other approved payment terms have been agreed to by both parties.

### 1. SHIPPING AND DELIVERY

\*Shipping costs are not included and are TBD, based on final delivery location. FOB Munford, AL. Seller will notify Purchaser of shipping costs, including packing, insurance and freight, prior to the Shipping Date, and Purchaser is responsible for paying these costs within 30 days of the Delivery Date.

## NFC Program Details - Campaign Specifications



**Fitness Court™** The Fitness Court™ is a 32'x35' outdoor bodyweight circuit training system\*

### Fitness Court™ Description:

32'x35' outdoor bodyweight circuit training system with the following components:

1. Seven station circuit training system providing full-body workout modules
2. Fitness Court body-weight training wall measuring 32'W x 2'D x 6' H with wall graphics describing use, sponsor recognition and buyer recognition
3. Thirty pieces of body-weight training equipment (Fitness Elements) for simultaneous use by 28 users at one time. Fitness Elements are anchored and grouped within seven stations.
4. Bolts, attachments and anchors required for installation

### Specifications:

1. All structural components are made from high-grade carbon steel
2. Structural components receive high-grade powder coating
3. All cladding (skins) made from high-grade aluminum and powder coated
4. Lunge steps coated with polyurethane foam
5. Plyometric boxes are capped with a color coded EPDM rubber surface
6. All deck anchors are mounted into an epoxy solution for seismic movement
7. All anchors for installation are included with Fitness Court
8. Bend stations are padded for comfort with memory foam and covered with mold and tear resistant fabric

\*See attached exhibit for further information on the Fitness Court system.

## National Campaign Resources

The National Campaign Resources is a collection of digital and print resources and services designed to activate, encourage and strengthen public participation in free outdoor fitness activities.

### Components:

#### Web and Press tools

- 2018 National promotions including city partners
- Customized 2018 Campaign Web story and press release featuring city partners
- 2018 Social Media activation and promotion campaign featuring city partners

#### Fitness Court Mobile App

- IOS/ Android App teaching proper use, routines and challenges to the public - free for all users
- Coach mode, challenge mode, and social mode - allowing a variety of ways to participate in the program
- Social component encourages community participation and awareness

#### Circuit Training Programs

- 3 Levels of Circuit Training Routines (to be completed on the Fitness Court)
  - Beginner: Baseline Functional Fitness Training System
  - Intermediate: Full-Body Circuit training system for athletes at any level
  - Advanced: Competitive Fitness Court Challenge Series

#### Localized Promotional Materials

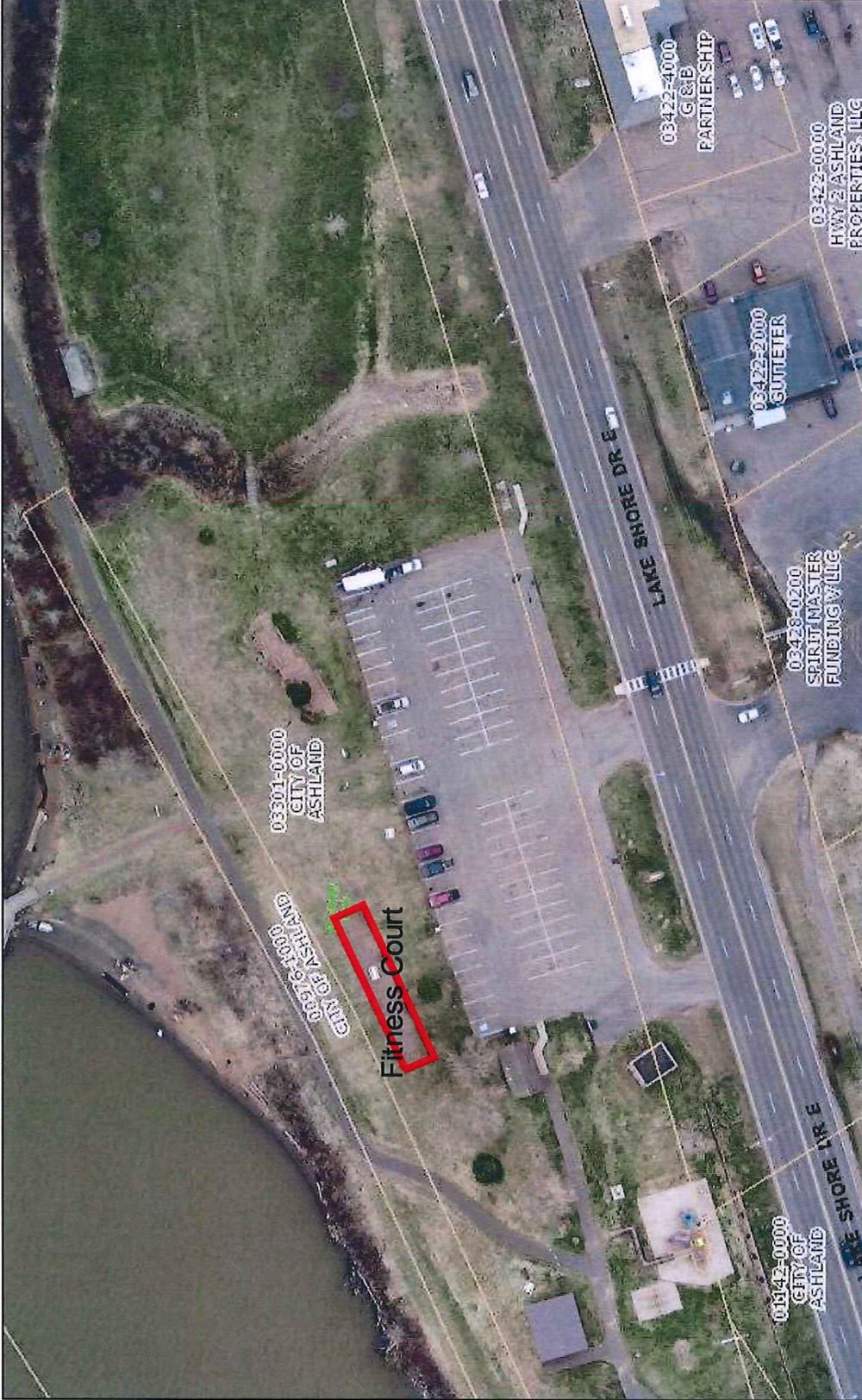
- Fitness Court Launch Party Kit
  - Press Release
  - Fitness Court Launch Party Event Guide
  - Event Roadmap and custom Campaign Support

#### Activation Guidelines Package

- Fitness Court Programs
  - Group Fitness, Outdoor Classes, Bootcamps, Challenge Series
- Mayor's Challenge National Promotion Kit

Note: The National Fitness Campaign provides a comprehensive program encompassing both a physical installation in public space and promotional campaign and resources that work to assist city partners in activating their community. The Fitness Court, Campaign Ecosystem and components cannot be funded separately.

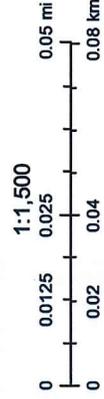
# Fitness Court Map



April 26, 2018

Parcel Labels

Parcel Mapping



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

Printed from City of Ashland GIS Web Mapping

# AGENDA BILL



74

**COMMITTEE AGENDA:**  
**COUNCIL AGENDA: 7H (5-8-2018)**

Ref: 098

**SUBJECT:** Approve a Resolution for the Wisconsin Department of Natural Resources Outdoor Recreation Grant Application for the Ashland Rails to Trail System Waterfront Trail Repair

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Parks and Recreation Department

**DATE SUBMITTED:** April 26, 2018

**CLEARANCES:** Finance Director  
Mayor

**EXHIBITS:** Proposed Resolution for Outdoor Recreation Grant Application  
Maps of affected areas

**EXPENDITURES REQUIRED:** \$100,000

**AMOUNT BUDGETED:** -0-

**APPROPRIATION REQUIRED:** -0-

**TREASURER'S CERTIFICATE:** NA.

**COMPLIANCE WITH ORDINANCE 51** The Mayor has consented to placement of this agenda item on the Council agenda as timely action is needed to pursue the grants.

**RECOMMENDED MOTION:** Move to Approve Resolution for Wisconsin Department of Natural Resources Outdoor Recreation Grant Application for the Ashland Rails to Trail System Waterfront Trail Repair

**SUMMARY STATEMENT:** The City of Ashland is requesting assistance from the Wisconsin Department of Natural Resources Stewardship Fund, Federal Land and Water Conservation Fund, and Recreational Trails Grant Programs for the Ashland Rails to Trail System repair.

Funds from the Stewardship grant and Land and Water Conservation grant will be used for the repair of the Waterfront Trail to either purchase blasted rock for shoreline revetment and/or repaving of the trail. After the October 27, 2017 storm, five areas along the City shoreline and Waterfront Trail were affected by the storm.

These areas are (Maps attached):

- Maslowski Beach to Sanborn Ave./US HWY 2 (~2000' of shoreline affected)
- Hot Pond (~ 200' of shoreline affected)
- Kreher Park (~ 480' of shoreline affected)
- Ore Dock to Boat Houses (~ 80' of shoreline affected)
- City Water Utility (~ 50' of shoreline affected)

This is a 50/50 Match Grant. City would be responsible for a \$50,000 match in the form of labor, cash, donations, etc. Match for this grant would be coming from a \$25,000 donation already made to the City and WisDOT TAP funding.

**RESOLUTION**

No. \_\_\_\_\_

**RESOLUTION FOR THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
OUTDOOR RECREATION GRANT APPLICATION FOR THE ASHLAND RAILS TO  
TRAIL SYSTEM WATERFRONT TRAIL REPAIR**

*WHEREAS*, the City of Ashland is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

*WHEREAS*, financial aid is required to carry out the project;

*THEREFORE, BE IT RESOLVED*, that the City of Ashland has budgeted a sum sufficient to complete the project or acquisition and

*HEREBY AUTHORIZES* Sara Hudson, Director for the City Parks and Recreation, to act on behalf of the City of Ashland to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

*BE IT FURTHER RESOLVED* that the City of Ashland will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

PASSED: May 8, 2018

\_\_\_\_\_  
Councilperson

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Siegler, City Attorney

# Map 1 : Maslowski to 22nd Ave W

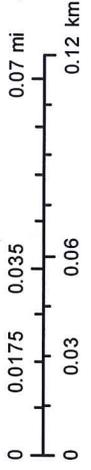


April 18, 2018

Parcel Labels

Parcel Mapping

1:2,257



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

# Map 2: 22nd Ave W to Sanborn/Hwy 112

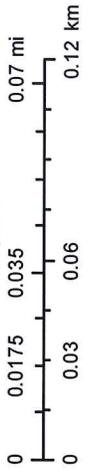


April 18, 2018

Parcel Labels

Parcel Mapping

1:2,257



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

# Map 3 : Hot Pond



April 18, 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

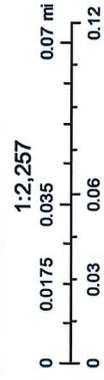
# Kreher Park



April 26, 2018

Parcel Labels

Parcel Mapping



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

Printed from City of Ashland GIS Web Mapping

# Map 4 : Ore Dock to Boat Houses

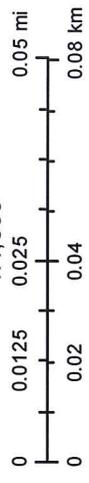


April 18, 2018

Parcel Labels

Parcel Mapping

1:1,500



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

# Map 5 : Water Utility

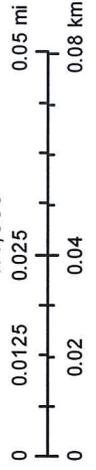


April 18, 2018

Parcel Labels

Parcel Mapping

1:1,500



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



# AGENDA BILL

Ref: 099

COMMITTEE AGENDA:

COUNCIL AGENDA: 7I (5-8-2018)

**SUBJECT:** Approval for the City Staff to Enter into a Contract with a Qualified Firm for the Purchase of Heavy Riprap to Repair the Lake Superior Shoreline from Maslowski Beach to Sanborn Ave./State Hwy. 112

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Parks and Recreation Department  
Department of Public Works

**DATE SUBMITTED:** April 30, 2018

**CLEARANCES:** Public Works Department, Finance Director, Mayor, City Attorney

**EXHIBITS:** Bid Package (to be given at the meeting)

**EXPENDITURES REQUIRED:** TBD

**AMOUNT BUDGETED:** \$ 43,600 WDNR Recreation Trails Grant  
\$ 31,600 Waterfront Development Fund 453  
\$ 12,000 In-kind Labor and Equipment by Public Works  
\$ 87,200 Total

**APPROPRIATION REQUIRED:** \$ NA

**TREASURER'S CERTIFICATE:** TBD

**RECOMMENDED MOTION:** Motion to approve the City staff to enter into a contract with a qualified firm for the purchase of heavy riprap to repair the Lake Superior shoreline from Maslowski Beach to Sanborn Ave./US Hwy. 112.

**SUMMARY STATEMENT:** City staff are asking a special request of the Common Council: to approve the City entering into a contract with the lowest bidder for heavy riprap to repair the Lake Superior shoreline along the Waterfront trail from Maslowski Beach to Sanborn Ave./ State Hwy. 112 without knowing the name of the lowest bidder before approval.

City staff is asking this request due to the timeliness of the project. The City is receiving 1000 tons of heavy riprap from Ashland County to repair the shoreline in the right-of-way from Freehands Lakeside to the East. Since the City will be on site to place this rock, the City would like to repair additional portions of the trail by using the grant funds from a WDNR Recreational Trails grant to purchase no more than \$74,000 worth of extra heavy riprap for the trail repair. The City is estimating this amount of rock will cover repairs to the shoreline in the right-of-way from Freehands Lakeside to Sanborn Ave./State Hwy 112. The above dollar amount comes from the grant award.

This project is considered a public construction project and a Class 2 Notice must be published and Federal Procurement requirements must be followed. Bids can be opened no earlier than May 16 and Council would not vote on this item until May 29, putting this project two weeks behind schedule and delaying the opening of the lakefront trail into the summer season.

If given approval to this request, City staff will update Common Council at the May 29 meeting about the contracted bidder and the status of the project.



# AGENDA BILL

Ref: 103

COMMITTEE AGENDA:  
COUNCIL AGENDA: 7J (5/8/18)

**SUBJECT:** Approval to Retroactively Waive the Advertising Requirements in City Ordinance 194.04 and Approve Solicitation of Bids for the Design and Engineering Documents for the City Dock, Still Accept the Proposal from SmithGroupJJR/Westbrook, and Enter into a Contract with SmithgroupJJR/Westbrook for Design and Engineering Documents to Fix the Failing City Dock at Bayview Park

**RECOMMENDATION:** Approval

**DEPARTMENT OF ORIGIN:** Parks and Recreation Department

**DATE SUBMITTED:** May 1, 2018

**CLEARANCES:** Mayor, City Attorney, Treasurer

**EXHIBITS:** Ordinance 194

**EXPENDITURES REQUIRED:** \$ TBD

**AMOUNT BUDGETED:** \$ 10,000 Fund 453 Waterfront Development  
\$ 70,000 Wisconsin Coastal Management Grant  
\$ 80,000 Total

**APPROPRIATION REQUIRED:** \$ NA

**TREASURER'S CERTIFICATE:** NA

**RECOMMENDED MOTION:** Motion to approve retroactively waiving the advertising requirements in City Ordinance 194.04 and approve solicitation of bids for the design and engineering documents for the City Dock, still accept the proposal from SmithGroupJJR/Westbrook, and enter into a contract with SmithGroupJJR/Westbrook for design and engineering documents to fix the failing City Dock at Bayview Park

**SUMMARY STATEMENT:**

At the April 17, 2018 Council meeting, the Common Council approved entering into a contract with SmithGroupJJR/Westbrook engineering firm for design and engineering services related to repairing the City Dock at Bayview Park. The Parks and Recreation Director misread the ordinance and neglected to follow City Ordinance Chapter 194.04 which requires advertisement for bids unless the advertisement requirement is waived by a majority vote of the City Council. The request for bids was not advertised and only solicited for the above project. Staff is now asking the City Council to waive the advertising requirements, still accept the proposal from SmithGroupJJR/Westbrook, and enter into a contract with SmithGroupJJR/Westbrook for design and engineering documents to fix the failing City Dock at Bayview Park.

Per City Ordinance Chapter 194.04, Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement. This section applies to the purchase of tangible personal property and to services, but does not apply to construction contracts under sec. 62.15, Wis. Stats.

**CHAPTER 194. PROCUREMENT OF GOODS AND SERVICES AND APPROVAL OF CHANGE ORDERS FOR PUBLIC CONSTRUCTION PROJECTS.**

**Sec. 194.01. Definitions.** As used in this chapter, the following terms shall have the meanings listed below.

(a) "Bid" means a bid or quote or, in the case of a service, a proposal or a statement of qualifications.

(b) "If sufficient funds are budgeted" means, in the case of operation expenditures, that the funds are in the current year's budget; or in the case of capital expenditures, that the funds are in the current year's budget and that the City Council has approved an expenditure for the particular capital item; or in either case, that the expenditure will be reimbursed to the City by a third-party, and if not so reimbursed may be placed on the tax roll against real property in the City, as a special tax, special charge, or special assessment.

(c) The cost of a purchase means the gross cost of the purchase, including the dollar value of any allowance for a trade-in, and in the case of a capital expenditure includes all costs capitalized with the purchase, including all costs of putting the purchase into service, such as transportation, modifications, or repairs.

**Sec. 194.02. Purchases of \$15,000 or less.** Purchases of \$15,000 or less may be authorized by the Department Director if sufficient funds are budgeted, but if the cost is over \$5,000 then bids or proposals must be sought by advertisement or by solicitation, in which case three bids or proposals must be obtained unless the City Administrator waives the advertising or solicitation requirement, or any part thereof. The City Administrator may review any purchase or proposed purchase under this section, and may override the Department Director's authority under this section if the City Administrator deems such action in the public interest. This section applies to the purchase of tangible personal property and to services, including construction contracts for \$15,000 or less.

**Sec. 194.03. Purchases of more than \$15,000 and less than \$30,000.** Purchases of more than \$15,000 and less than \$30,000 may be authorized by the City Administrator if sufficient funds are budgeted, but bids or proposals must be sought by advertisement or by solicitation, in which case three bids or proposals must be obtained unless the City Administrator and Mayor waive the advertising or solicitation requirement, or any part thereof. This section applies to the purchase of tangible personal property and to services, including construction contracts for more than \$15,000 and less than \$25,000 (or such other amount as by future statutory amendment sec. 62.15, Wis. Stats., requires advertisement and contracting with the lowest responsible bidder).

 **Sec. 194.04. Purchases of more than \$30,000.** Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by

solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement. This section applies to the purchase of tangible personal property and to services, but does not apply to construction contracts under sec. 62.15, Wis. Stats.

**Sec. 194.05. Construction contracts.**

(a) Construction contracts equal to and exceeding \$25,000 (or such other amount as by future statutory amendment sec. 62.15, Wis. Stats., requires advertisement and contracting with the lowest responsible bidder) shall be let according to the requirements contained in state statutes.

(b) Construction contracts for projects where the estimated cost is greater than \$5,000 but less than \$25,000 (or such other amount as by future statutory amendment sec. 62.15, Wis. Stats., requires advertisement and contracting with the lowest responsible bidder), may be procured by requests for proposals or for bids, sought by advertisement or by specific solicitation as directed by the City Administrator or the Administrator's designee. If a request for proposals or for bids is not advertised, then proposals or bids shall be sought from at least three contractors. Prior to the letting of any contract under this section, a class 1 notice must be published of the intended construction and contracting, unless the material or labor for the project are donated, or unless the project is for repair and reconstruction due to an emergency. Any contract under this subsection may be authorized by the City Administrator or the Administrator's designee if sufficient funds are budgeted.

(c) Any of the following classes of public construction or any part thereof may be done by the City without submitting the same for bids:

(1) Roadway work, including: Storm Water system repair, replacement and reconstruction; sidewalk repair, replacement and reconstruction; curb/gutter repair, replacement and reconstruction; replacement of street lighting; addition and replacement of street signage; street painting; and replacement and conditioning of gravel and paving.

(2) Water utility work, including: Distribution system repair, replacement and reconstruction; treatment plant & storage facilities component repair and replacement.

(3) Wastewater Work, including: Collection system repair, replacement and reconstruction; treatment plant & pumping facilities component repair and replacement.

(d) Any other class approved by a vote of three-fourths of the members-elect of the City Council.

**Sec. 194.06. Exceptions.** Bids are not required for the following purchases:

(a) Operating supplies and maintenance agreements, except items budgeted under series 800 object codes.

(b) Products for which only one supplier exists.

(c) Emergency purchases, such that the time spent to obtain bids would threaten health, safety, the environment, and public or private property.

**Sec. 194.07. Change orders.**

(a) Change orders on City contracts may be approved by the City Administrator if the amount of the change order is less than \$25,000 and if there is a contract contingency fund sufficient to cover the amount of the change order.

(b) Change orders on City contracts may be approved by the City Administrator in excess of the total budgeted amount for a project, including the contingency fund, upon request of the Department Director and the approval of the Finance Director to rebudget department funds but for no more than \$25,000.

(c) All other change orders must be approved by the City Council.

**ADOPTED:** 194 (2015-1848) 8-11-2015

# AGENDA BILL

Ref: 104

COMMITTEE AGENDA:  
COUNCIL AGENDA: 7K (05-08-2018)

**SUBJECT:** Approve a Contract with AMI Consulting Engineers P.A. for Engineering Work for Ashland Marina Peninsula Riprap

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Ashland Marina

**DATE SUBMITTED:** May 1, 2018

**CLEARANCES:** Harbor Commission  
Scott Stegmann, Marina Manager  
Finance Director  
Treasurer  
Mayor

**EXHIBITS:** A-Request for Proposals  
B-Proof of Advertisement of Project  
C-Bid Sheet  
D-Bid Proposals  
E-Harbor Commission Minutes April 26, 2018 (*unapproved*)  
F-Maps showing the "Spit"  
G-Treasurer's Certificate

**EXPENDITURES REQUIRED:** \$ 8,650.00

**AMOUNT BUDGETED:** \$ 0

**APPROPRIATION REQUIRED:** \$ 8,650.00 - Funding TBD

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

**COMPLIANCE WITH ORDINANCE 51:** The Mayor has consented to placing this item on the Council Agenda for timeliness reasons.

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** Yes

**RECOMMENDATION:** Harbor Commission is asking that the City Council approve the contract with AMI Consulting Engineers P.A. to provide for Engineering Work for Ashland Marina Peninsula Riprap

**SUMMARY STATEMENT:** In 2016, a 130-foot riprap spit structure was placed at the end of the Ashland Marina Peninsula during the sediment remediation of the Ashland/NSP Lakefront Superfund Site. The riprap was installed to help stabilize the peninsula's shoreline and reduce wave action into the Superfund site. Under the current permits with the WDNR, the 130-foot spit will need to be removed; however, the City of Ashland, Ashland Harbor Commission, and Ashland Marina would prefer to keep the spit in place. The purpose of the

engineering services, which are required by the WDNR to modify the existing permit to make the structure permanent, AMI will evaluate if the spit can remain in place and will provide recommendations on whether additional riprap is required to stabilize the spit or the shoreline.

Bidding was done and two bids were received. At their April 26, 2018 meeting, the Harbor Commission approved the bid from AMI Consulting Engineers P.A. contingent upon the City of Ashland agreeing to help provide the funds to pay for these services.

Due to the dock reconstruction project at the Marina required as a result of the storm damage last fall, the Harbor Commission's funds are depleted at this time.



City of Ashland  
REQUEST FOR PROPOSALS  
RFP #18-04  
ASHLAND MARINA PENNINSULA  
RIPRAP

**March 28, 2018**

The City of Ashland, Wisconsin will be receiving proposals for the above noted project until 4 PM, Friday, April 13, 2018. Proposals must be 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](http://www.coawi.org)

Deliver Proposals to:

City of Ashland  
601 Main St 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:

Scott Stegmann  
Harbor Master, Marina Manager  
301 N Ellis Ave  
Ashland, Wisconsin 54806  
715-682-7049  
[sstegman@coawi.org](mailto:sstegman@coawi.org)

**REQUEST FOR PROPOSALS**  
**ASHLAND MARINA PENNINSULA RIPRAP**  
**RFP #18-04**

Date of Request: March 28, 2018

Project Title: MARINA PENNINSULA RIPRAP

Submittal Due: 4 PM Local Time, Friday, April 13, 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.

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.

Submit to: City of Ashland  
Ashland Marina Peninsula Riprap  
601 Main St W  
Ashland, Wisconsin 54806

Label the sealed envelope of the submittal: KREHER PARK REDEVELOPMENT PHASE 1: DESIGN and ENGINEERING

**Two (2) Paper Copies and One (1) PDF File of the proposal and are to be submitted for evaluation by the City. No faxed or electronic proposals will be accepted.**

Contact Person: Scott Stegmann  
Harbor Master, Marina Manager  
301 N Ellis Ave  
Ashland, Wisconsin 54806  
715-682-7049  
sstegman@coawi.org

**Purpose of RFP:** The City of Ashland is seeking proposals from qualified firms who specialize in coastal engineering and marina design to assist in deeming if the 130' riprap placed at the end of the Ashland Marina Peninsula, for the remediation of Ashland/NSP Lakefront Superfund Site, can stay.

**Project Background:** The Ashland/NSP Lakefront Superfund Site remediation was started in 2012. In 2015 a permanent break wall was constructed in Chequamegon Bay on the Northside of Superfund Site to help reduce wave action. In 2016 a riprap or rock "130' of spit" was placed at the end of the Ashland

Marina Peninsula to help stabilize the peninsula’s shoreline and also reduce wave action coming into the Superfund Site.

**Project Summary:** Sediment Remediation of the Superfund Site is expected to be complete by July of 2018. At this time the Ashland Marina Peninsula Spit would be removed. The City of Ashland, Ashland Harbor Commission and the Ashland Marina wish to keep the riprap at the end of the Ashland Marina Peninsula for shoreline stabilization and wave control. The City is seeking to retain a qualified engineering firm to review and assess the current riprap and deem if it would interfere with water quality and could stay in place to stabilize the Ashland Marina Peninsula. The retained consultant will also recommend the amount of rock that will be needed to stabilize the peninsula.

**Scope of Project:**

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

**Task #1 - Review and Assessment of the Ashland Marina Peninsula Riprap Spit**

The selected firm will review the construction documents from the joint venture (the retained firm for the NSP/Ashland Lakeside Superfund Site Remediation) and perform site assessments to determine if the riprap can stay per Wisconsin DNR “Chapter 30 permit” requirements. These documents will be obtained once a firm is selected.

**Task #2 – Report of Finding and Recommendations**

Based on the review and assessment of documents and site, the selected firm will develop a recommendation taking into consideration the needs involved in the park’s usage, maintenance and operation. Items to be addressed in the recommendation may include, but are not limited to, the following:

- 1. Maintenance
- 2. Public access

**Final Report.**

- Preparation of Final Report encompassing the information noted in Task #1 .
- Presentation of a draft report to Ashland Harbor Commission.
- Update draft report based on Harbor Commission input to create the Final Report
- Presentation of Final Report to the City Council for Approval

**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 or designed by or under the direction of the individual or consultant submitting the proposal. Provide the names, addresses, phone numbers of the 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 July 20, 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 Scott Stegmann ([sstegman@coawi.org](mailto:sstegman@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.



**WISCONSIN LLC**

Ashland Daily Press, 715-682-2313  
 North County Sun, 906-932-3530  
 Price County Review, 715-339-3036  
 Rice Lake Chronotype, 715-234-2121  
 Sawyer County Record, 715-634-4881  
 Spooner Advocate, 715-635-2181  
 Leader Printing, 715-833-7424

**ADVERTISING STATEMENT/INVOICE**

M 1	1] Billing Period 03/2018	2] Advertiser/Client Name ASHLAND CITY CLERK		
23] Total Amount Due 2785.36	*Unapplied Amount	3] Terms of Payment		
21] Current Net Amount Due 2785.36	22] 30 Days .00	60 Days .00	Over 90 Days .00	
4] Page Number 2	5] Billing Date 03/31/18	6] Billed Account Number 2000170	HEIDI.	7] Advertiser/Client Number 2000170

8] Billed Account Name and Address ASHLAND CITY CLERK 601 MAIN ST W ASHLAND WI 54806	9] Remittance Address REMIT PAYMENT TO: APG Media of WI Regional Accounting Office PO Box 410 Ashland, WI 54806
---	--

Please Return Upper Portion With Payment

10] Date	11] Reference	12] 13] 14] Description-Other Comments/Charges	15] SAU Size 16] Billed Units	17] Times Run 18] Rate	19] Gross Amount	20] Net Amount
03/10/18	156962 CPCI	AD FOR BIDS SINGLE AXLE SALTER CHA ADP	2X 6.00 12.00	1 12.22	100-53100-320 156.66	156.66
03/12/18	157290 LGL	PUBLIC HEARING UDG-A16 ADP 100-56900-320	1.0X	1 0.00	25.66	25.66
03/14/18	156962 CPCI	AD FOR BIDS SINGLE AXLE SALTER CHA ADP	2X 6.00 12.00	1 12.22	100-53100-320 146.66	146.66
03/19/18	157951 CPCI	VOTING TEST EQUIPMENT ADP 100-51440-320	2X 3.00 6.00	1 12.22	78.33	78.33
03/22/18	158767 LGL	FEB 27 MEETING ADP 100-5110-320	1.0X	1 0.00	206.07	206.07
03/24/18	158862 CPCI	VOTING LOCATIONS ADP 100-51440-320	2X 4.00 8.00	1 12.22	102.78	102.78
03/26/18	160650 LGL	PUBLIC HEARING Recursion Mackay ADP 100-56900-320	1.0X	1 0.00	34.35	34.35
03/29/18	158862 CPCI	VOTING LOCATIONS ADP 100-51440-320	2X 4.00 8.00	1 12.22	97.78	97.78
03/29/18	162096 CPCI	RIP RAP PROPOSAL ADP ASHLAND MARINA	3.0X 11.00 33.00	1 12.22	423.33	423.33
03/31/18	162603 CMOD	BEASER AVE REDEVELOPME ADP PLANNING DEPT 100-56900-320	2X 5.00 10.00	1 11.98	129.78	129.78
03/31/18	162658 CPCI	SALTER SANDER BOX ADP	2X 7.00 14.00	1 12.22	100-53100-320 181.11	181.11

Due date: 04/25/18

**Statement of Account - Aging of Past Due Amounts**

21] Current Net Amount Due 2785.36	22] 30 Days 0.00	60 Days 0.00	Over 90 Days 0.00	*Unapplied Amount	23] Total Amount Due 2785.36
---------------------------------------	---------------------	-----------------	----------------------	-------------------	---------------------------------

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24] Invoice Number 03182000170	25] Billing Period 03/2018	Advertiser Information			
4] Billed Account Number 2000170	6] Billed Account Number 2000170	7] Advertiser/Client Number 2000170	2] Advertiser/Client Name ASHLAND CITY CLERK		

**CITY OF ASHLAND**

Rip Rap

**CITY PROJECT ID: Rip Rap**

**BID OPENING: Thursday, April 13, 2018 at 1:00 p.m.**

Bid #	Contractor	Date	Bid Bond, cashiers check						BID \$
1	AMI	13-Apr	N/A						\$8,650
2	Stantec	13-Apr	N/A						\$18,600
3									
4									
5									
6									
7									

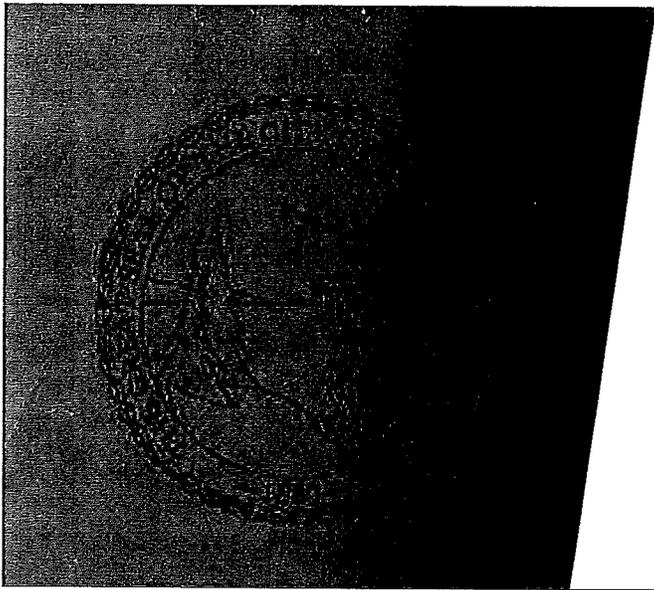
Scott Stegmann

Bid Reader

Harbor Commission

Bid Witness

Bid Witness



REQUEST FOR PROPOSALS (RFP)

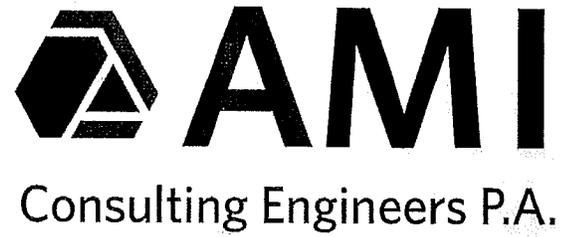
# Ashland Marina Peninsula Riprap

RFP#18-04

April 13, 2018

4:00PM

City of Ashland  
Ashland Marina Peninsula Riprap  
601 Main St. W  
Ashland, WI 54806



91 Main St. Superior, WI 54880 p: 715.718.2193 f: 877.761.7058 [amiengineers.com](http://amiengineers.com)

**CONTACT:** Chase Dewhirst, PE [chase.dewhirst@amiengineers.com](mailto:chase.dewhirst@amiengineers.com)

Photo Courtesy: [https://marinas.com/view/marina/jncwp9\\_Ashland\\_Marina\\_Ashland\\_WI\\_United\\_States](https://marinas.com/view/marina/jncwp9_Ashland_Marina_Ashland_WI_United_States)



# PROJECT UNDERSTANDING

In 2016, a 130-foot riprap spit structure was placed at the end of the Ashland Marina Peninsula during the sediment remediation of the Ashland/NSP Lakefront Superfund Site. The riprap was installed to help stabilize the peninsula's shoreline and reduce wave action into the Superfund Site. It is AMI's understanding that the 130-foot spit will need to be removed per the current permits; however, the City of Ashland, Ashland Harbor Commission, and Ashland Marina would prefer to keep the spit in place. AMI will evaluate if the spit can remain in place and will provide recommendations on whether additional riprap is required to stabilize the spit and or shoreline.

# SCOPE OF WORK

AMI will begin by reviewing the existing permits and construction documents. AMI will then perform a site visit and document the existing conditions and site characteristics. After the site assessment, AMI's permitting specialist will review all of the existing permits and construction drawings to determine if new permits will be required, or if amending the existing permits is feasible. AMI's marine/coastal engineering department will assess the stability of the existing spit, shoreline riprap, and determine the water quality impacts if the 130-foot spit remains in place. If existing as-built drawings are not available, AMI will make conservative estimates of the existing riprap toe location and thickness. Hand calculations will be performed to determine wave heights during large storm events, runup effects, and overtopping of the existing riprap structures and shoreline. AMI will provide general recommendations with respect to maintenance and public access, and a qualitative analysis of how the water quality is impacted by the spit.

# SCHEDULE

AMI's proposed schedule is shown below. Note that the schedule is based on AMI receiving the notice to proceed by the week of April 23rd to meet the July 20th deadline.

Task #	Month in 2018 Week of	Apr		May				Jun				Jul		
		23	30	07	14	21	28	04	11	18	25	02	09	16
1.0	Review and Assessment of Spit	█												
1.1	Review Existing Documentation	█												
1.2	Site Visit	█												
1.3	Assessment of Spit - Engineering		█	█										
1.4	Assessment of Spit - Permitting		█	█	█									
2.0	Report of Finding and Recommendations					█	█	█	█					
2.1	Draft Final Report					█								
2.2	Presentation to Ashland Harbor Commission						█							
2.3	Final Report							█						
2.4	Presentation to City Council								█					

\*AMI's Project Schedule (Red items indicate dates task will be performed)

# RESPONDER EXPERIENCE & QUALIFICATIONS: Key Personnel



**CHASE DEWHIRST, PE** Marine Dept. Manager, Marine Civil Engineer

Mr. Dewhirst has been a marine engineer and commercial engineer diver for over ten years with AMI. He has focused his career on the design of critical waterfront infrastructure and shoreline protection, and is supported by a staff of additional engineers, marine scientists, technicians and permitting specialists. In addition to his marine design experience, Mr. Dewhirst has safely performed and managed numerous underwater dive inspections on outfalls, dams, piers, bridges, ferry terminals, slips in adverse conditions such as high flow, low/zero visibility, low temperature/ice, and HAZMAT. As an experienced Professional Engineer and Commercial Diver, Mr. Dewhirst keeps job safety, effective communication, innovation, and great service at the forefront of his daily routines with all his clients.

Mr. Dewhirst will serve as the project manager, overseeing all aspects of the project.



**ZAC MORRIS, EIT** Marine Civil Engineer

Mr. Morris has both design and construction experience of marine structures. Mr. Morris has been designing and constructing marine structures for over 4 years and has been performing wave analyses for over 2 years. Mr. Morris flourishes with challenging projects that require complex analyses and innovative solutions. Because of Mr. Morris' design, construction, and educational experience, AMI has selected him to lead the wave analysis component of this project. To date, Mr. Morris has successfully completed numerous projects that required wave analyses and their effects on the existing or proposed structures. Each project that Mr. Morris has been a part of has met or exceeded the client's expectations.



**BETHANY ROSEMORE** Permitting and Water Resource Specialist

Ms. Rosemore is a highly dedicated and performance driven individual with a background in environmental remediation, environmental assessments, and regulatory compliance. She is experienced in developing and reviewing environmental permit applications, as well as conducting field inspections to ensure environmental compliance. Working with regulators at the Federal, State, and local levels in Minnesota, Wisconsin, and Illinois has advanced her ability to coordinate permit authorizations on a variety of environmental, civil, and marine engineering projects. Ms. Rosemore understands the permitting process and uses her strong verbal communication and technical writing skills to work with clients and regulators and facilitate permit approval.

Because of Ms. Rosemore's experience, AMI has selected her to lead the permitting components of this project.

**PROJECT LOCATION**

Ashland, WI

**CLIENT REFERENCE**

City of Ashland  
Scott Stegman  
715.682.7049

**PROJECT MANAGER**

Chad Scott, PE

**KEY TEAM MEMBERS**

Chad Scott, PE  
Craig Joyppl, PE, SE  
Seth Johnson, CBI

**COMPLETED:**

2010

**FEATURES**

- 142 Floating Dock Slips
- New Sheet Pile Wall & Cap
- New Side Walls
- New Boat Crane Support
- Asphalt Parking Lots

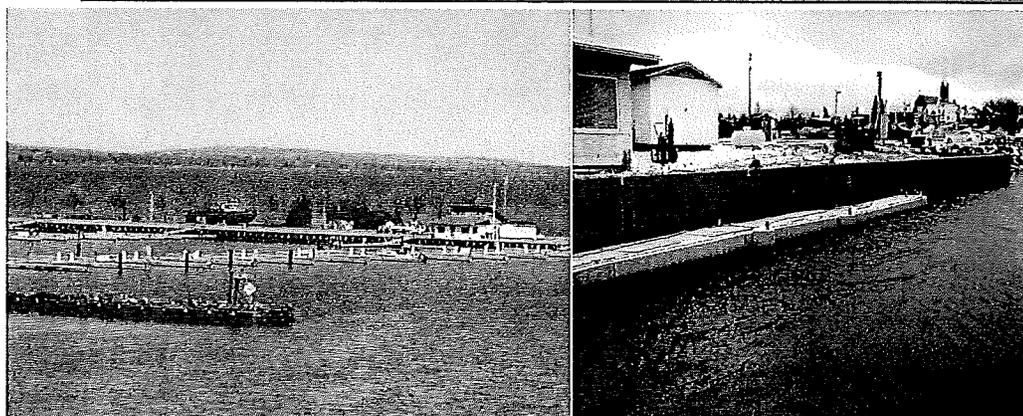
**SERVICES**

- Civil Engineering
- Structural Engineering
- Marine Engineering
- Geotechnical Engineering
- Topographical Survey

**EST. CONSTRUCTION COST**

\$850,000

# ASHLAND MARINA



**AMI Consulting Engineers, PA** was retained by City of Ashland for its expertise in marine civil engineering to help develop a reasonable design which could be completed within its budget. The marina is located in Chequamegon Bay, an inlet to Lake Superior and gateway to the Apostle Islands.

Due to the site being a prior industrial site, and dock structure which was converted to the existing marina, numerous obstacles and obstructions were present which prevented a standard anchor wall system to be utilized as an economical solution. AMI's expertise in assessing old structures allowed for the analysis and unique design of an anchorage system utilizing helical anchors to avoid the obstacles and provide adequate tie back capacity. Utilizing this system greatly reduced the amount of demolition of existing wooden crib walls & existing walkway.

The final design of the project for the 142 slip marina included the installation of 600 L.F. (20,000 Sq. Ft) of new steel sheet piling, helical tie backs, steel wall pile caps, new wood rub rails, new attachments to the floating docks, removal and relocation of large rip rap, extending the parking lot and walkways and relocating the boat crane supports. To complete the rehabilitation of the facility, additional reinforcing of the existing boathouse foundation had to be completed prior to starting the project to minimize damage and loss of soils during construction. This was accomplished by the use of vertical helical anchor supports around the edge of the foundation. AMI assisted the City of Ashland and the marina in evaluating the bids and selecting the contractor. AMI provided assistance during construction to insure the project was completed according to plan.

**PROJECT LOCATION**

South Manitou Island, MI

**CLIENT REFERENCE**

Quinn Evans Architects  
Ann Arbor, MI

**VHB**

Williamsburg, VA

**COMPLETED**

2017

**PROJECT MANAGER**

Chad Scott, PE

**KEY TEAM MEMBERS**

- Chase Dewhurst, PE
- Zac Morris, EIT
- Mat Burich, EIT

**FEATURES**

- Rehabilitation of 900 ft of shoreline & shoreline protection

**SERVICES**

- Marine Civil Engineering
- Coastal Engineering
- Land & Marine Survey
- Wave Modeling

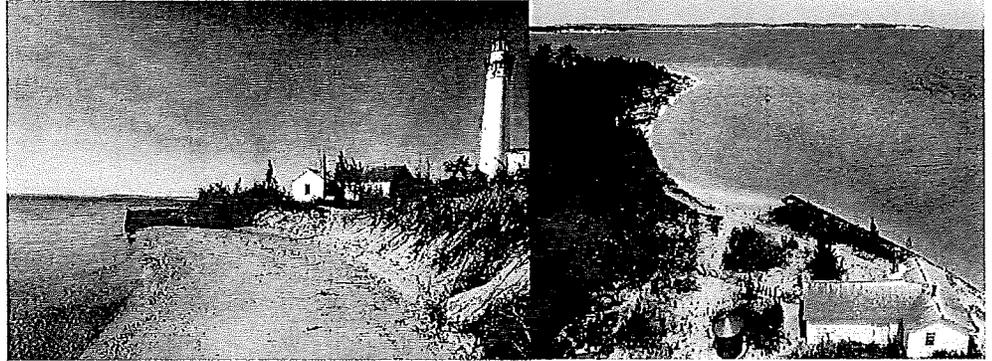
**CONSTRUCTION COST**

- \$2 Million

**PROJECT FUNDING**

- National Park Service

# NATIONAL PARK SERVICE SOUTH MANITOU ISLAND



**AMI Consulting Engineers, PA** provided topographic, bathymetric, side scan sonar, cost estimation, and wave modeling services for the emergency shoreline stabilization project at South Manitou Island's Lighthouse Complex in Lake Michigan.

A detailed topographic survey of the project site was conducted focusing on the shoreline structures, lighthouse complex, and future trail additions. The bathymetric survey conducted focused on the nearshore zone to capture the variation in the seafloor depths. In addition, side scan sonar was conducted to differentiate between the various seafloor materials in the shoreline's vicinity.

A comprehensive wave analysis and report was completed. The wave analysis conducted included analyzing varying lake water levels (in particular, recent high-water levels), storm surge effects, and varying wave conditions with respect to storm event return periods. An unstructured mesh was developed for the wave modeling and statistical analyses were carried out to correlate varying lake water levels with storm surge effects, and several storm event return periods. AMI provided the clients with significant wave heights, peak wave periods, and mean wave directions that the proposed shoreline protection structures would be exposed to. AMI also determined if the proposed shoreline protection design would survive the storm events and high-water levels that created the need for this emergency shoreline stabilization project.

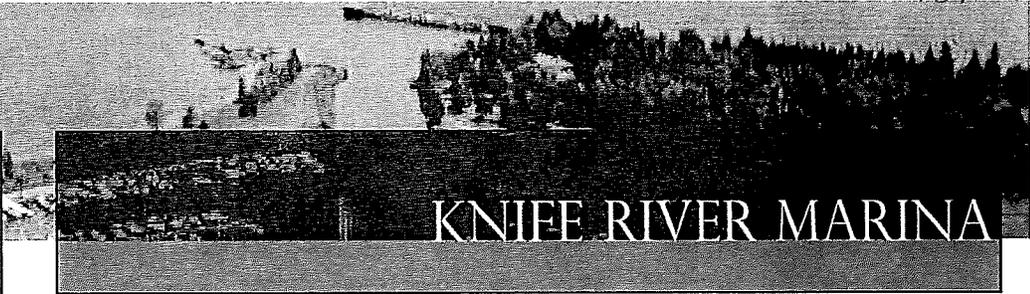


**WI SUPERIOR**  
715.718.2193

**MN TWIN CITIES**  
651.344.8783

**IRON RANGE**  
218.749.3436

**AMI**  
AMlengineers.com



**PROJECT LOCATION**

Knife River, MN

**CLIENT REFERENCE**

Minnesota DNR

**COMPLETED**

2013

**PROJECT MANAGER**

Chad Scott, PE

**KEY TEAM MEMBERS**

- Chad Scott, PE – Marine Engineer
- Chase Dewhirst, PE – Marine
- Seth Johnson, CBI

**FEATURES**

- 880 Linear Feet of Concrete
- 19 Permanent Concrete Finger Piers
- 375 Foot Center Concrete Pier
- 225 Foot Fuel/Transient Dock

**SERVICES**

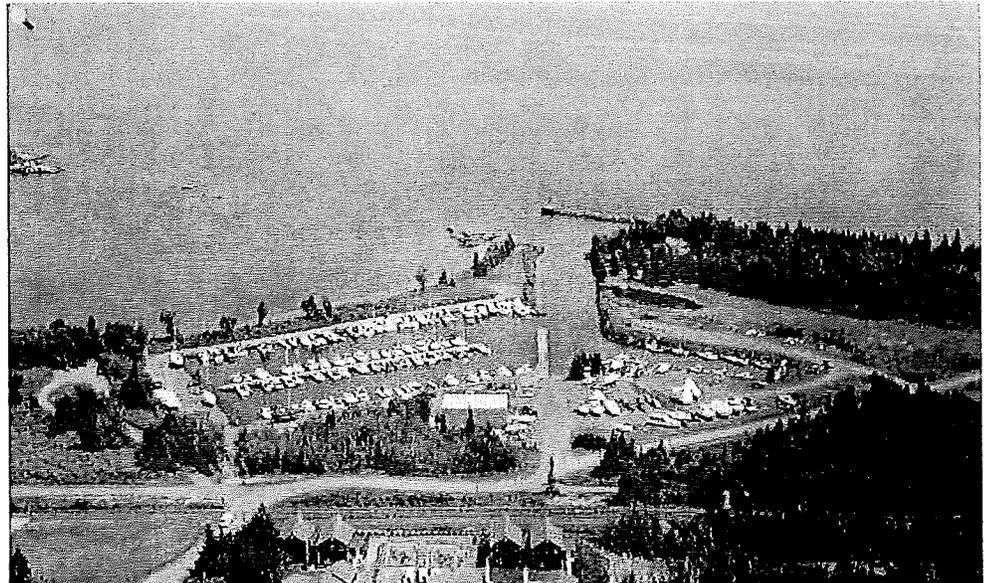
- Structural Engineering
- Structural Analysis
- Underwater & Topside Inspection
- Developed Staggered Repair Schedule
- Full Construction Oversight
- Bid Preparation & Assistance

**EST. CONSTRUCTION COST**

N/A

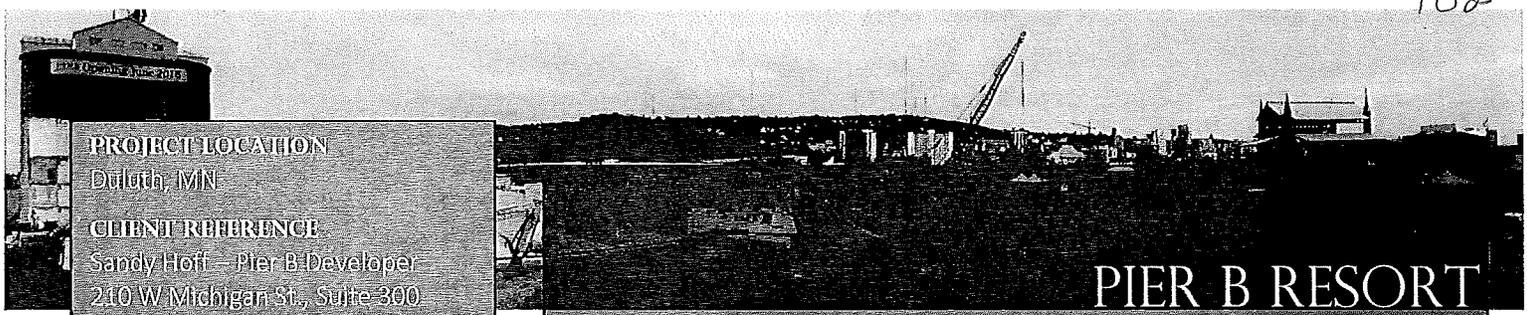
**PROJECT FUNDING**

N/A



**AMI Consulting Engineers** inspected and assessed the current conditions of existing marina structures at the Knife River Marina in Knife River, MN. This included floating and fixed docks, retaining walls and mooring pilings, 880 linear feet of concrete bulkhead walls, the 375 foot long center concrete pier, 19 permanent concrete finger piers and the 225 foot long fuel/transient dock. AMI was contracted to inspect the structures above and below the waterline to look for any areas of damage or deterioration and determine if any immediate threat to life safety was present. An analysis was performed on the permanent steel pipe-supported concrete finger piers to determine the remaining “factor of safety”. The vertical capacity of the center pier was calculated in order to determine the maximum load that could be placed on the structure from equipment. A report was produced by AMI to summarize the results of the inspection and analysis, along with recommendations for both short term and long term repairs and modifications to the facility.

In response to the report and recommendations, AMI was contracted to design and produce structural drawings for the repair of 26 concrete columns as well as to perform the demolition and replacement of six permanent concrete docks with new floating finger piers. AMI utilized steel jackets filled with cementitious and epoxy grout to restore the vertical capacity of the heavily deteriorated concrete columns. Steel bracing between the new steel jackets was also included at two locations to increase the lateral capacity of the pier.



# PIER B RESORT

### PROJECT LOCATION

Duluth, MN

### CLIENT REFERENCE

Sandy Hoff - Pier B Developer  
210 W Michigan St., Suite 300  
Duluth, MN 55802  
218-720-6683

### COMPLETED

2016

### PROJECT MANAGER

Chad Scott, PE

### KEY TEAM MEMBERS

- Craig Louppi, SE - Structural
- Chase Dewhurst, PE - Marine
- Doug Olsen, PE - CM
- Bryan Murdock - Environmental
- Eli Rupnow, PE - Civil

### FEATURES

- 140 Guest Rooms
- Indoor Pool & Spa
- Transient Marina & Boat Launch
- Zero access entry for canoe & kayaks
- Sliding bridge and break wall

### SERVICES

- Structural & Civil Engineering
- Environmental & Permitting
- Section 106 Consultation
- Geotechnical Engineering
- Land & Marine Survey
- Marine Civil Engineering
- Construction Management
- Landscape Design

### CONSTRUCTION COST

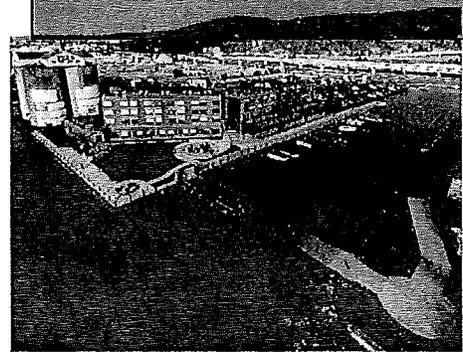
\$32.8 Million

### PROJECT FUNDING

- Private Equity
- DEED Environmental & Infrastructure Grants
- EPA Environmental Cleanup

### AWARDS

MN ReScape Award  
Environmental Impact



AMI Consulting Engineers, PA provided structural, civil, environmental and marine engineering for the 84,500-square foot Pier B Resort, located on the waterfront in Duluth, MN. This project was a Brownfield Redevelopment of a historic industrial pier that included a turn of the century lime kiln and warehouse, as well as, a mid-1900's bulk dry cement storage and distributor.

The resort's interior includes 140 hotel rooms, a banquet center, restaurant and bar and pool. The exterior of the resort, along with resort grounds, include outdoor multilevel decks, a waterfront patio, outdoor whirlpool, a new sheet pile wall (variable mooring sizes), transient marina, boat & canoe launch and a new sliding bridge that connects to surrounding parks, trails and event centers.

AMI provided structural engineering for a four-story hotel, civil and storm water design, utilities, marine civil engineering, retractable bridge design, land and marine survey, underwater inspections, demolition, construction oversight/inspection, wave run-up studies, environmental remediation and capping of contaminated soil, geotechnical, capping and shallowing of legacy contaminants in the sediment of Slip 2, and the design of critical habitat improvements. Capping of legacy contaminants in Slip 2 involved the development of a public and private partnership that included the developer, the MPCA, Army Corps of Engineers and the Minnesota MDNR. The capping project placed a minimum of 2.8 feet of clean dredge sediments across the 2+ acre slip. The dredge material used was pre-screened for structural and chemical characteristics and obtained from the Army Corps of Engineers dredging operations. An additional 7 feet of dredge material was placed above the cap to provide structural support to the aging pier walls and to provide protected shallow water habitat. Project permitting & environmental cleanup at the site was extensive, working with local, state and federal agencies; regulatory permits, concurrence and closures related to the design, construction, environmental, historic preservation of the site.

The Pier B Resort has transformed the iconic industrial pier into a "must see" destination with scenic views of the Duluth-Superior Harbor and Aerial Lift Bridge.

# SCHEDULE AND FEES

Cost Proposal						
Task or Description	Type	Name	QTY	Units	Rate / Unit	Total
<b>1.0 - Review and Assessment of Spit</b>						
Labor	Permitting Specialist	Bethany Rosemore	13.00	Hr	\$ 85.00	\$ 1,105.00
Labor	Engineer/Specialist I	Zac Morris	27.00	Hr	\$ 115.00	\$ 3,105.00
Labor	Engineer/Specialist II	Chase Dewhirst	1.00	Hr	\$ 135.00	\$ 135.00
Labor	1 Person Survey Crew	-	2.00	Hr	\$ 150.00	\$ 300.00
Expense	Mileage		140.00	Mi	\$ 0.75	\$ 105.00
<b>2.0 - Reporting and Presentations</b>						
Labor	Permitting Specialist	Bethany Rosemore	24.00	Hr	\$ 85.00	\$ 2,040.00
Labor	Engineer/Specialist I	Zac Morris	12.00	Hr	\$ 115.00	\$ 1,380.00
Labor	Engineer/Specialist II	Chase Dewhirst	2.00	Hr	\$ 135.00	\$ 270.00
Expense	Mileage		280.00	Mi	\$ 0.75	\$ 210.00
<b>Total Cost</b>						<b>\$ 8,650.00</b>

## CLIENT REFERENCES

- 1) Scott Stegman  
City of Ashland  
Harbor Master, Marina Manager  
3021 N. Ellis Avenue  
Ashland, WI 54806  
715.682.7049
- 2) Jon Hendrickson  
MN DNR—Two Harbors  
1568 Hwy 2  
Two Harbors, MN 55616  
218.834.1410
- 3) Sandy Hoff  
Pier B Developer  
210 W. Michigan St., Suite 300  
Duluth, MN 55802  
218.720.6683

## SIGNATURES

Authorized member of AMI Consulting Engineers, PA



Chase Dewhirst, PE

Marine Engineer Manager





Stantec Consulting Services Inc.  
12075 Corporate Parkway Suite 200,  
Mequon WI 53092-2649

April 13, 2018

Reference: Ashland Marina Peninsula Riprap

Attention: Mr. Scott Stegmann

Address:

301 N. Ellis Avenue

Ashland, WI 54806

Direct Dial: 715-682-7049

Email: [sstegman@coawi.org](mailto:ssstegman@coawi.org)

Dear Mr. Stegmann,

Thank you for the opportunity to submit a proposal for professional services to complete an analysis of the 130 LF riprap spit placed at the end of the Ashland Marina Peninsula. The following proposal will highlight our company background, key personnel, relevant projects and references, as well as our overall project understanding.

### INTRODUCTION

Based on the March 28, 2018 Request for Proposal (RFP #18-04), we understand that you are seeking a qualified design firm to assess and research the feasibility of leaving 130' of riprap placed at the end of the Ashland Marina Peninsula. It is understood that the riprap, placed into Lake Superior, was done so to help stabilize the peninsula's shoreline and reduce wave action coming into the Superfund Site. Upon completion of clean-up activities at the Superfund Site, it is anticipated that the riprap will be removed, however, the City of Ashland, Ashland Harbor Commission and Ashland Marina want to maintain the riprap in place.

### PARTNERS FOR SUCCESS

Stantec is proud to partner with C&S Design & Engineering, Inc., a local subconsultant, to best meet the needs of the Ashland Marina Peninsula Riprap 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 – BACKGROUND

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



Mr. Scott Stegman  
April 13, 2018

Reference: Ashland Marina Peninsula Riprap

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.

### Stantec Great Lakes Coastal Experience

#### Project Types

- Waterfront Parks and Trails
- Marine and Harbor Design
- Shoreline Protection
- Fish Habitats
- Amphitheatres



### PROPOSED WORKPLAN

The RFP identifies and describes two main tasks to be included in the Scope of Work. Generally, the tasks will be completed sequentially and are to be concluded with three (3) deliverables being submitted to the City once complete. The identified tasks are:

#### TASK 1: REVIEW AND ASSESSMENT OF THE ASHLAND MARINA PENINSULA RIPRAP SPIT

The design team will review the construction documents from the joint venture (the retained firm for the NSP/Ashland Lakeside Superfund Site Remediation) and perform site assessments to determine if the riprap can stay per the State of Wisconsin Department of Natural Resources (WDNR) Chapter 30 Permit requirements. This task will also include one (1) site visit to observe the existing conditions of the riprap spit.

#### TASK 2: REPORT OF FINDING AND RECOMMENDATIONS

Based on the findings completed during Task 1, the Design Team will develop an Assessment Report, making recommendations as to the feasibility of leaving the riprap in place, taking into consideration maintenance and public access. Specifically, Stantec will perform a hydraulic / wave elevation analysis of the existing riprap structure, including:

1. Research applicable lake level and flood height elevations for use in calculation input.



Mr. Scott Stegman  
April 13, 2018

Reference: Ashland Marina Peninsula Riprap

2. Calculate wave design parameters using Wisconsin DNR's Storm Wave Height / Energy Calculator or U.S. Army Corps of Engineers methodology for wave height and wave runup.
3. Assess armor stone size and thickness using Army Corps of Engineers Design procedure.

For the existing structure dimensions, we will rely on existing design plans and as-built drawings/data from the Superfund Project documentation. If bathymetric data is needed, we will use available bathymetric data from others (Superfund Project, Harbor Commission, or NOAA coastal LIDAR data). No new bathymetric survey is proposed within this proposal.

This task will also include one (1) meeting to present the Draft Report to the Harbor Commission and one (1) meeting to present the Final Report to the City Council.

The City will receive one (1) bound copy of the Final Report and one (1) electronic PDF copy as well as copies of all photos and/or videos taken to document the current conditions. All copies of field inspection notes shall be provided to the City as well.

### CLARIFICATIONS AND ASSUMPTIONS

This proposal is based on the scope of work listed above and based on the following assumptions:

1. Client to provide written site property access for Stantec staff to perform field investigations.
2. Completing additional survey and as-built drawings is not included.
3. No sediment transport/sediment budget or contaminant transport analysis is included in this base scope of work.
4. Stantec is not responsible for management of routine maintenance.
5. The field work does not include any landscape repairs or environmental screening.
6. Task budgets are estimates, and we reserve the right to reallocate budget between tasks but will not exceed the total contract without approval.
7. Stantec is not responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)
8. Hearings, permit preparation, permit expediting, and additional services, beyond the budget proposed, will be completed on a time and materials basis or on a fixed fee basis, where a clearly defined scope of work can be determined in advance.

### SUPPLEMENTAL SERVICES

Supplemental Services are defined as services authorized by the Client and performed by Consultant, which are not included in Basic Services defined in this letter agreement. These services shall be paid for in accordance with a signed Contract Amendment where Scope and basis of compensation are stipulated on a time and materials (T&M) basis. No additional services other than those specifically identified in the body of this proposal are included in the Scope of Work. If items outside the above-mentioned Scope of Work are found to be required, Stantec can provide you with additional professional services as an amendment to the base contract.

### FEE PROPOSAL AND TERMS

For the Basic Services outlined above, the Client will pay Consultant for a lump sum fee of:

Task 1: Review and Assessment of the Ashland Marina Peninsula Riprap Spit	\$7,400
Task 2: Report of Findings and Recommendations	\$11,200

\* Usual and customary expenses such as mileage, municipal fees, postage, delivery, title reports and documents purchased are not included and will be invoiced at cost.



Mr. Scott Stegman  
April 13, 2018

Reference: Ashland Marina Peninsula Riprap

Invoices for the services performed will be submitted on a percent (%) complete, monthly basis. All aspects of this proposal will be governed by the attached terms and conditions.

**PROJECT SCHEDULE**

Stantec will initiate this project within one (1) to two (2) weeks following acceptance and receipt of a signed contract. We will continue to work closely with you and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

The following pages provide additional information regarding our related experience, team structure and qualifications of the project team.

We appreciate the opportunity to work with you on this project. Please sign and return this proposal with the attached Terms and Conditions as our Notice to Proceed. Please let me know if you have any questions regarding this proposal.

Sincerely,

Michael Bach, PE  
Project Manager

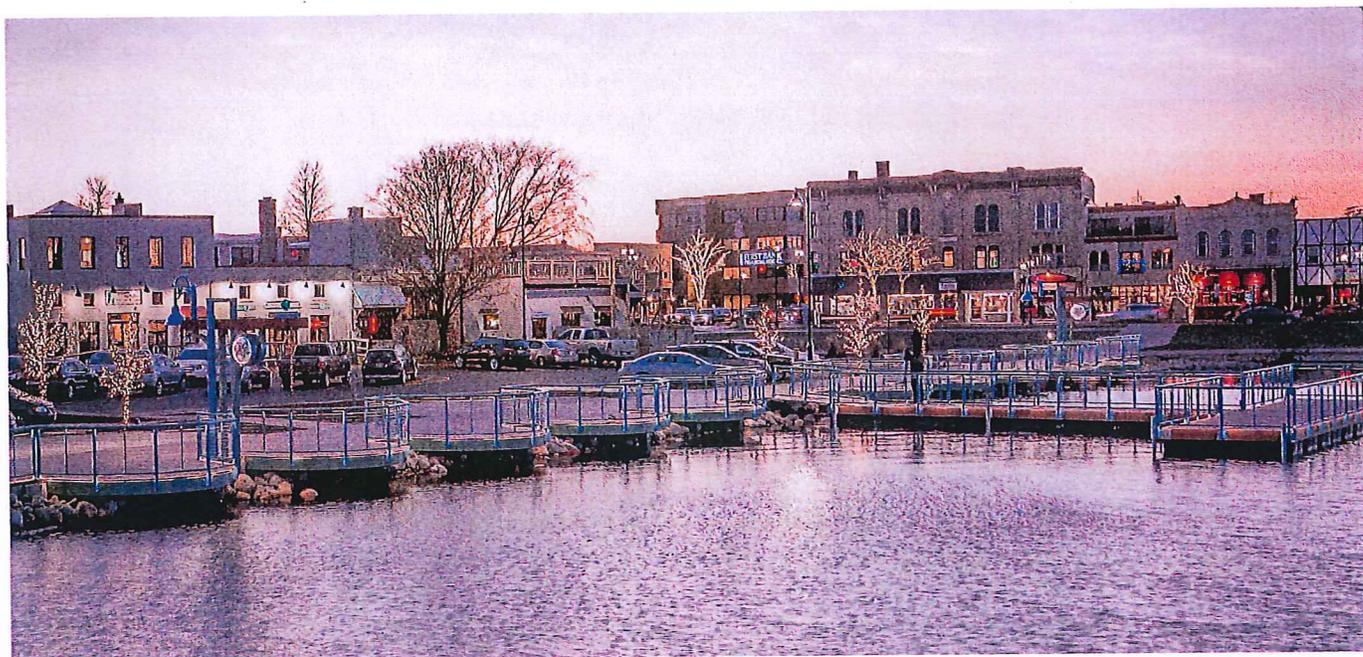
Phone: 262-643-9150  
Cell: 414-690-0138  
michael.bach@stantec.com

Kevin Kimmes, PE  
Senior Associate

Phone: 262-643-9015  
Cell: 262-888-3706  
kevin.kimmes@stantec.com

Attachment: Terms and Conditions of the Contract  
2018 Stantec Standard Hourly Rates

# Related Experience



## Fowler Lake Shoreline

Oconomowoc, Wisconsin

### City of Oconomowoc

John Kelliher, Director of  
Parks and Recreation

262-569-2177

[jkelliher@oconomowoc-wi.gov](mailto: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.*

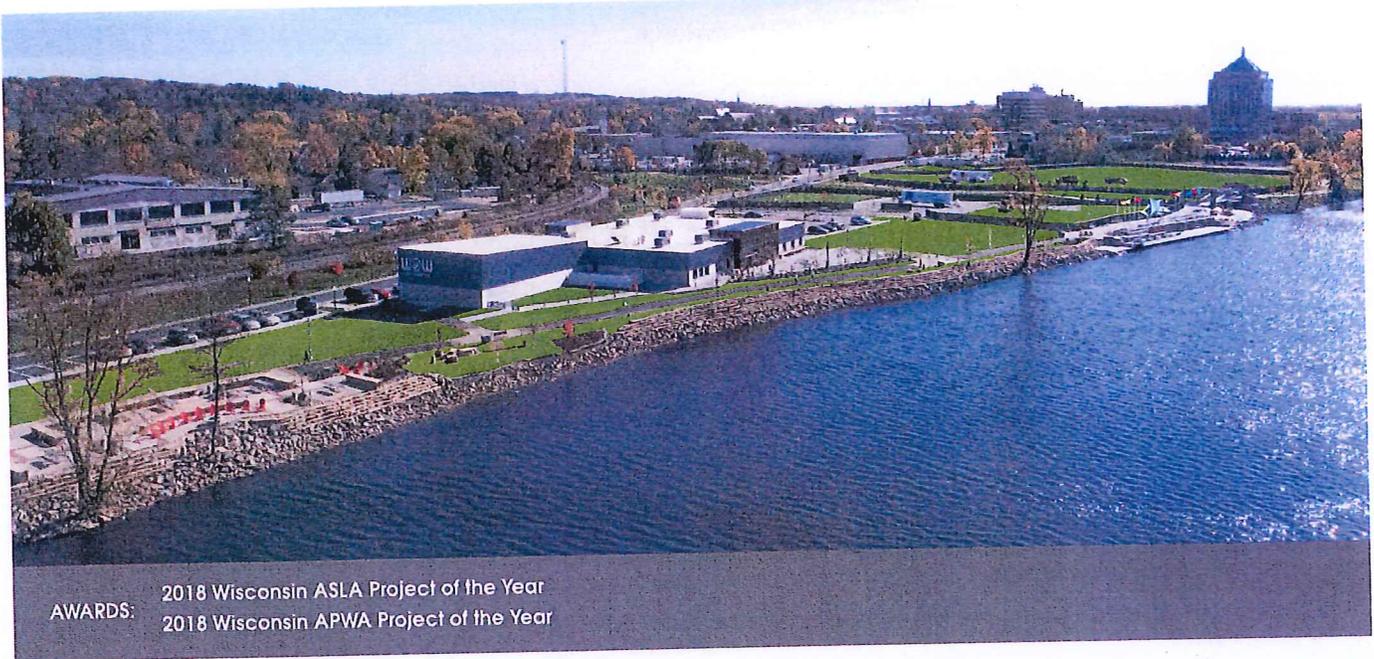
Oconomowoc, "where waters meet," is a thriving lake community located just outside of the Milwaukee metropolitan area. The Oconomowoc Parks, Recreation & Forestry Department chose us to redesign the Fowler Lake waterfront, focusing on the natural beauty of the surrounding environment. Their goal? Make 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

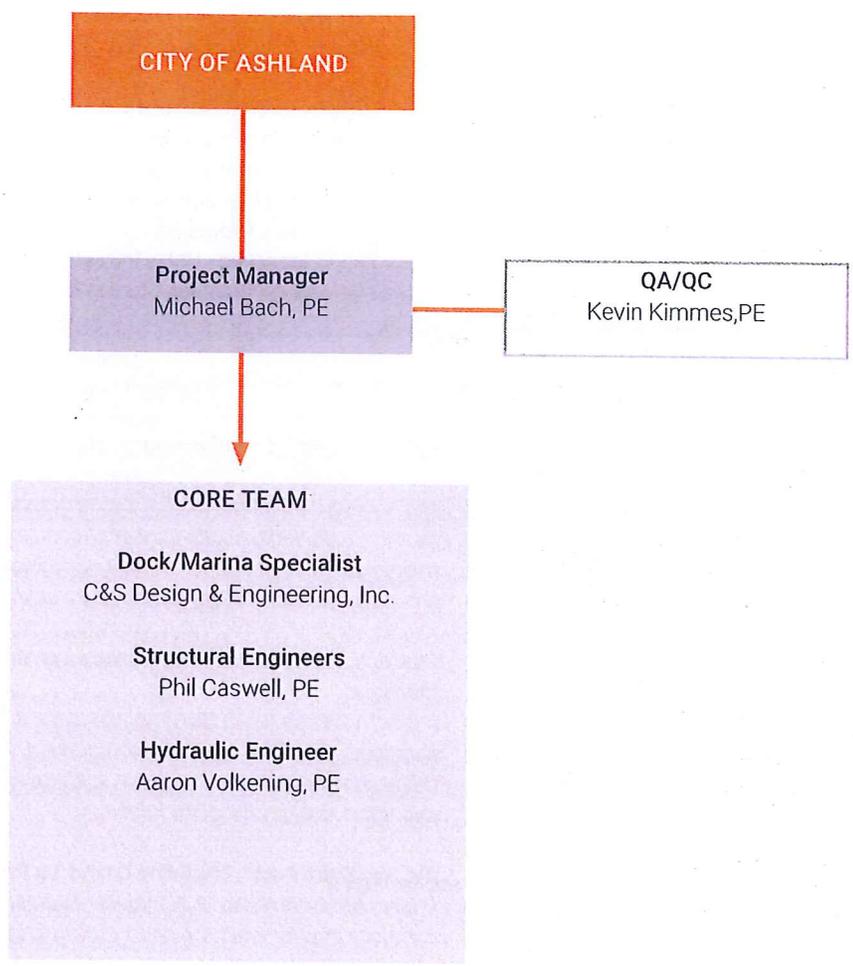
Ms. Meagan Van Beest, General Co-Manager  
Chequamegon Food Co-op  
700 Main Street West  
Ashland, WI 54806  
(715) 682-8251

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

# Project Team



Partners for Success

---

**C&S DESIGN & ENGINEERING, INC.**

**QA/QC**  
Lauren DuCharme, RA

**Design Assistance**  
Trevor Provost

**Design Technician**  
Brianna Werhanowicz

## 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



**Aaron Volkening**

PE

**Hydraulic Engineer**

Aaron Volkening applies a broad mix of experience, theory, and technology to water resources planning and design. For more than 18 years, he has been applying tools such as geographic information systems and hydrologic and hydraulic models to watershed, stormwater management, and infrastructure planning. Aaron's design experience includes detention ponds, channels and streams, bridge and culvert crossings, storm sewers, and other infrastructure. He has worked extensively with regulatory compliance requirements in the areas of stormwater quantity and quality, navigable waterways, and floodplain management.

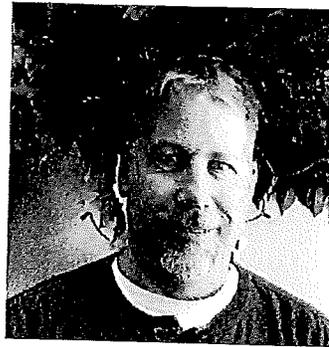
#### Education

- Bachelor of Science, Civil Engineering, University of Wisconsin-Madison, Madison, Wisconsin, 1997
- Master of Science, Civil Engineering, University of Wisconsin-Milwaukee, Milwaukee, Wisconsin, 2004

#### Related Experience

- Carthage College Bluff Stabilization, Kenosha, Wisconsin
- X-38 Structure Stabilization\*, Sheboygan, Wisconsin
- Gavin Power Plant Facility Fly Ash Reservoir Closure and Dam Modification\*, Cheshire, Ohio
- Ottawa River Phase 2 Study, Lima, Ohio
- Lake Beulah Management District Lake Study\*, East Troy, Wisconsin
- Monroe Power Plant Facility Hydrologic and Hydraulic Assessment of Ash Basin\*, Monroe, Michigan

\* 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



Lauren

QA/QC



Lauren DuCharme has twenty plus years of design, education and project management experience. She is experience in working one-on-one with clients from the planning phase through the consturction phase and contract closeout. Her specialty is organized and efficient management of large project constract administration and project supervision.

**Education**

- Bachelor of Architecture, College of Architecture Planning + Design, Kansas State University (2002)

**Registration**

- Registered Architect–Wisconsin
- NCARB Certificate Holder
- ICC Certified Residential, Mechanical, Plumbing and Electrical Building Inspector

**Related Experience**

- Red Cliff Rehab I Construction Oversight, Red Cliff, Wisconsin
- Red Cliff Rehab II, Design, Project Management and Construction Oversight, Red Cliff, Wisconsin
- Eastern Shoshone Homes ICDBG, Wind River Reservation, Wyoming
- Namlaki Community Master Plan, Tehama County, California
- Construction Oversight and Draw Management for more than three dozen residential, ocmmercial, mixed use and development projects in Missouri, Kansas, California, Montana, Oregon, North Dakota, South Dakota, and Wisconsin



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

## 2018 STANTEC RATE SCHEDULE

**Classification**

	<b>2018</b>	
Senior Principal	\$ 180.00 - \$	266.00
Principal	\$ 156.00 - \$	210.00
Specialist*	\$ 156.00 - \$	306.00
Project Manager	\$ 129.00 - \$	180.00
Senior Engineer   Scientist   Architect   Landscape Architect   Planner	\$ 137.00 - \$	180.00
Architect   Landscape Architect	\$ 115.00 - \$	156.00
Land Surveyor	\$ 108.00 - \$	137.00
Engineer   Planner   Scientist	\$ 95.00 - \$	151.00
Designer   GIS   Landscape Designer   Graphics   Senior Technician	\$ 102.00 - \$	144.00
Engineering Technician	\$ 102.00 - \$	144.00
Project Technician	\$ 80.00 - \$	108.00
Field Supervisor	\$ 115.00 - \$	180.00
Crew Chief	\$ 95.00 - \$	151.00
Inspector	\$ 80.00 - \$	137.00
Survey Technician	\$ 80.00 - \$	95.00
GPS Survey Equipment	\$	38.00
Total Station Equipment	\$	28.00
GIS Workstation Equipment	\$	22.00
GPS Sub meter Unit (per use)	\$	80.00
Flow Meter (per week)	\$	200.00
Air Detection Equipment (per half day)	\$	25.00

\* Specialist: Experts in highly technical disciplines including Principal Planners, Market Analyst and Certified Industrial Hygienist

These rates are adjusted annually in accordance with the normal review procedures of Stantec.



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any



119

such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

## UNAPPROVED MINUTES

120

### HARBOR COMMISSION MEETING

April 26, 2018

Page 1

**PRESENT:** Thomas Yankee, Jim Tomczak, Paul Gilbertson & Dick Pufall

**ABSENT:** Paul Gierczic Tom Grosjean

**EXCUSED:** Randy Harvey

**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: There will be no updated meeting minutes or financials due to meeting turn around time.**

#### **Agenda Item 3: Unfinished Business**

- A. Proposals received for the engineering of Marina Peninsulas 130' Rip-Rap. The rip-rap provides much needed shoreline protection. Rip rap will also insure safer future boat launch protection which will provide access for the Gateway to the Apostle Islands.

Jamie Dunn DNR specialist will be available.

Jamie Dunn did not attend the meeting.

Stegmann met with Financial Director Julie Vaillancourt to discuss the marina financials and the estimated \$8600 engineering fees for the peninsula spit. Vaillancourt will try to get a broad view marina financial report by next week. However, bottom line is the commission does not have \$8600 to spend on an engineering study.

Gilbertson reported that he met with Mayor Lewis earlier in the week to discuss the funding issues with regard to the peninsula spit. Gilbertson informed the mayor about the lack of cash reserves that the marina has, but that the Harbor Commission sees the need/value of retaining the peninsula spit. The mayor indicated that she is aware of the need for the finger break wall, feels that there is time to deal with actually putting the armor stone on the spit, but the engineering study needs to be done soon. Gilbertson did ask about the waterfront money, but failed to ask the critical question, who makes the decisions on how that money is spent. Gilbertson felt that he would like to follow up on that; who controls the waterfront money and who gets a seat at the table. The mayor will talk to Vaillancourt to see if the city can financially help out; Gilbertson offered that the commission may be able to come up with a \$1000 or so, but it would have to be voted on. Mayor stated that she felt very strongly that we need to keep that finger break wall.

After the meeting with Gilbertson the mayor contacted Stegmann via email and alluded to the \$150,000 from Xcel at the end of the superfund project. The mayor did not offer up any money from the waterfront fund; Stegmann knows there is over \$90,000 in that account. However, Stegmann also knows they are looking at that money to use for the waterfront cleanup caused by last fall's storm; determining factor will be how much money they can

## HARBOR COMMISSION MEETING

April 26, 2018

Page 2

121

get from the state/fed towards the storm water damage along the whole waterfront. Stegmann understands that need, but this peninsula spit is also part of the waterfront. In talking with the finance director today, Vaillancourt wants to see the paperwork from this Xcel agreement and the purported payment of \$150,000. Stegmann said that the paperwork was submitted to this commission a year or two ago, because the commission wanted the money in their account, as that money is only to be used only in the superfund area, in the core area.

Commissioner's discussed the timeline that is needed to apply/receive the permit. Commission also felt that right after this permit issue is finalized; they need to proceed with the engineering for the boat launch area. Also, need to find out if the city is willing to fund the engineering projects coming up through city coffers and mortgage it against the \$150,000 from Xcel when it becomes available. Stegmann will be talking with the finance director about all these funding issues.

Gilbertson stated that he made it very clear to the mayor that this peninsula spit is not about the marina, this is about access to launch a boat, both residents and non-residents, big boats and row boats, and Gilbertson feels that the mayor sees the boat launch area as one of the major pieces to the waterfront development. The final piece in that conversation is the mayor understands that the engineering for the boat launch needs to be done before having a chance to access any other funds. Gilbertson did tell the mayor that due to marina damage from last fall's storm that the funds available have been virtually depleted and at this time there is no available funds. Gilbertson also made the point that due to the superfund cleanup the marina has lost a lot of money the last few years; it will be 2-3 years down the road before finances bounce back to where they should be.

**A motion was made by Yankee, seconded by Gilbertson, to go ahead with the engineering study by AMI for the permitting of the 130 foot temporary break wall installed in the basin just east of the marina; this motion is contingent on financial assistance by the City of Ashland in the form of a loan or a grant. The motion carried unanimously.**

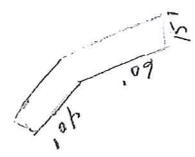
**A motion was made by Yankee, seconded by Tomczak to adjourn. The motion carried unanimously**

*Kim Westman*

City Base map



- = MARINA PROPERTY
- = CITY PROPERTY
- = SUPERFUND SITE
- = "SPIT" at MARINA



April 30, 2018  
 Parcel Labels  
 Parcel Mapping

<b>Photo No.</b> 2	<b>Date:</b> 5/4/17
<b>Direction Photo Taken:</b> North	
<b>Photo Taken By:</b> KDA1	
<b>Description:</b>  Alignment of temporary berm.	



**Patti Ekstrom**

---

**From:** Barbara Clement  
**Sent:** Wednesday, May 02, 2018 9:33 AM  
**To:** Patti Ekstrom  
**Cc:** Deb Lewis; Julie Vaillancourt; Scott Stegmann  
**Subject:** Treasurer Certificate

Patti,

AMI Consulting Engineers, P.A. of Superior 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: 105**

**COMMITTEE AGENDA:  
COUNCIL AGENDA: 7L (05/08/2018)**

**SUBJECT: Discuss and Approve Recommendations for the City Administrator Recruitment Process**

**RECOMMENDATION: As Council Desires**

---

**DEPARTMENT OF ORIGIN:** Human Resources

**DATE SUBMITTED:** April 25, 2018

**CLEARANCES:** Mayor

**EXHIBITS:** None

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION REQUIRED:** NA

**RECOMMENDED MOTION:** NA

**SUMMARY STATEMENT:**

In preparation for the recruitment process for the City Administrator, the City Council's recommendations are being sought related to:

- Wage range for the position
- Establishment of a work group to participate in the application review process, phone interviews, and their subsequent recommendation of candidates to invite for in-person interviews. The HR Director suggests the work group includes two members from City Council, one Department Head, the Mayor and the HR Director.

Other items for discussion include:

- A recap of the feedback provided by Council and Department Heads to the City Administrator competencies desired survey
- An update on the recruitment activities implemented prior to the meeting

*Find yourself next to the water.*

**ASHLAND**

## **POSITION ANNOUNCEMENT**

### **CITY ADMINISTRATOR**

*City of Ashland, Wisconsin*

601 Main Street West Ashland, WI 54806 [www.coawi.org](http://www.coawi.org)

The City of Ashland, population 8,200, is located on the south shore of Chequamegon Bay on majestic Lake Superior. Approximately 60 miles east of the Duluth/Superior metropolitan area, Ashland is the county seat of Ashland County and serves as a regional hub for health care, higher education, government services, commerce and recreation.

Ashland is an attractive place for people to live, work and play. Known as the "Historic Mural Capital of Wisconsin," Ashland has a rich history depicted in vibrant murals which is balanced with recent community-based beautification projects that focus on environmental stewardship. Lake Superior, the largest freshwater lake in the world, offers countless year-round recreational opportunities for residents and visitors who also explore acres of surrounding forests with world-class bike and ski trails, our many City parks, trails and beaches, the Vaughn Public Library, and nearby Apostle Islands National Lakeshore.

The Mayor and Common Council are seeking an innovative City Administrator to oversee all aspects of our full service municipality with a workforce of 100 full time staff and a combined general fund/utility budget of \$15 million. A strong background in local government with a high degree of financial acumen is desired. Additional strengths include collaborative skills, a solid understanding of economic development, utility management, park/recreation management and infrastructure projects. Candidates must have:

- A minimum of a bachelor's degree in public or business administration, finance or a related field with at least five years of experience with increasing responsibility at the executive level in a municipality
- Proven ability to develop and nourish community stakeholder and intergovernmental relationships
- An enthusiasm for the City of Ashland and our bright future!

For more information and a complete job description and City benefit summary visit the Quick Links on the City of Ashland website at [www.coawi.org](http://www.coawi.org). Interested candidates must submit a cover letter, resume and five professional letters of reference to [jobs@coawi.org](mailto:jobs@coawi.org). Salary will be based on qualifications. Application deadline is May 30, 2018.

*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 service, programs or activities.*

## Wage Data for Consideration in Developing City Administrator Wage Range

<i>Department of Labor Statistics</i>	<i>Title</i>	<i>Number of Reported Individuals</i>	<i>Median Wage</i>
Ashland County	Chief Executives	30	\$94,440
BOS area 550001	Chief Executives	100	\$88,170
Douglas County	Chief Executives	50	\$49,330
Duluth, MN-WI MSA	Chief Executives	260	\$124,860
Wisconsin	Chief Executives	3,740	\$115,930
<b><i>Average Wage</i></b>			<b><i>\$94,500</i></b>

<i>Researched Reference Data</i>	<i>Title</i>		<i>Actual</i>
City of Ashland - Budget 2018	Administrator	1	\$83,158.00
City of Rhinelander - Current Recruitment	Administrator	1	\$87 - \$95,000
City of Mauston - Current Recruitment	Administrator	1	\$75 - \$100,000
City of Bayfield-2016/2017	Administrator	1	\$75,000
City of Rice Lake - 2015	Administrator	1	\$90,584
Bayfield County 2017 Wage	Administrator	1	\$109,595
Douglas County 2017 Wage	Administrator	1	\$107,785
Ashland County 2017 Wage	Administrator	1	\$75,587
<b><i>Average Wage</i></b>			<b><i>\$90,000</i></b>

## ***COA Recruitment Strategy***

**4/23 Jan & Deb reviewed posting documents and timeline**

### **Suggested steps and timeline:**

- May 8 – Council reviews responses for position traits, establish wage range, and establish a work group for participation in application reviews, phone interviews and recommendation of candidates to interview in-person. Propose work group consist of JA, Deb, one department head and two Council members.
- May 29 – Ordinance 28 completion deadline
- May 30 - Application deadline
- Week of 6/4 – Work group reviews applications and identifies 6 candidates for phone interviews
- By 6/15 – Work group completes phone interviews and recommends 3 candidates for in-person interviews
- By 6/30 – Complete in-person interview process with a separate interview dedicated to the Council and Department Heads. Incorporate a City tour utilizing community members.

**Posting of position began April 28 with applications due May 30:**

- Local newspapers (Daily Press/Evergreen) 5/12 and 5/19
- City website and internal notice to all staff
- Wisconsin JobNet (also available to bordering states)
- Wisconsin League of Municipalities
- Indeed.com (nationwide)
- International City Manager Assoc (ICMA) access to over 45,000 municipal managers

**2018 Ashland City Administrator Recruitment**  
**Competencies Desired and Priorities Identified**

*(Council Feedback - Red/Department Head Feedback - Black/Blended Importance Highlighted)*

		Importance		
		High	Medium	Low
1.	Relevant Education	5 / 1	1 / 9	
2.	Local Government Experience	4 / 9	2 / 1	
3.	Non-Governmental Work Experience		4 / 9	2 / 1

**SKILL SET AND/OR PAST PERFORMANCE**

1.	Council Relations	5 / 7	1 / 3	
2.	Administrative Ability	6 / 7	3	
3.	Written & Oral Communication Skills	4 / 10	2	
4.	Presentation Skills	3 / 5	3 / 5	
5.	Financial Acumen	5 / 6	1 / 4	
6.	Operation of TIF Districts	1 / 1	5 / 9	
7.	Labor Relations/Collective Bargaining	2 / 3	4 / 6	1
8.	Community Relations/Community Engagement	2 / 10	4	
9.	Media Relations	2 / 3	4 / 6	1
10.	Intergovernmental Relations	1 / 8	5 / 2	
11.	Building Internal/Staff Relationships	6 / 8	2	
12.	Innovative Leadership	4 / 7	2 / 3	
13.	Record of Major Achievements	2	3 / 8	3
14.	Emergency/Disaster Planning	1 / 2	4 / 6	1 / 2
15.	Risk Taker	1	4 / 7	1 / 3
16.	Knowledgeable in use of Information Technology	1 / 4	4 / 6	1
17.	Balancing of Critical Responsibilities	5 / 10	1	
18.	Results Oriented	2 / 4	3 / 5	1
19.	Creative Visionary	2 / 5	4 / 5	
20.	Collaborative Skills	3 / 7	3 / 3	
21.	Visibility in Community	1	2 / 7	4 / 2
22.	Satisfaction with Status Quo		2 / 2	4 / 8
23.	Inspires Confidence	5 / 9	1 / 1	
24.	Assertiveness in Decision Making	5 / 7	1 / 3	
25.	Enthusiasm for Community	5 / 8	2 / 2	
26.	Flexibility	5 / 8	1 / 2	

**SPECIALIZED EXPERTISE**

1.	Engineering/ Construction Knowledge	1	2 / 6	2 / 4
2.	Utility Management	1	2 / 8	2 / 2
3.	Park/Recreation Management	1	2 / 6	2 / 4
4.	Economic Development	3 / 2	2 / 8	
5.	Accounting/Finance	1 / 5	3 / 5	1

**What three priorities does Ashland need the City Administrator to focus on in the next year?**

1. City appearance and housing stock clean-up
  - Filling empty positions
  - Housing improvements, implement strategic plan for housing
  - Unifying a new council and a staff of diverse generations and career satisfaction
  - Building trust among city staff
  - City's infrastructure
  - Efficient project coordination of identified City capital projects – PD/street projects
  - Public relations – pride in our city, retaining families
  - Building a cohesive team approach strategy with all department heads and employees
  - Police building
  - Relationships – Council, staff, etc.
  - Establish each departments goals/objectives and priorities. Determine the priorities and work towards achieving these goals (ie fund new APD station)
  - To ensure the organization can maintain the highest quality staff to achieve our established goals, development of future budgets that address documented pay inequities must be a high priority
  - Annual and capital budgets with priority-based (or similar) budgeting focusing on strategic priorities

---
2. Positive, open communications with council
  - Not losing momentum in the progress the community has made
  - Grant applications
  - Support and implement sustainable infrastructure improvements
  - Drug usage, mental health and “fixing families”
  - Fiscal sustainability

Oversee timely redevelopment of Superfund site and lakeshore restoration impacted by 2017 storm – community walkways

Environment and recreation and stewardship

Address wage inequities with employees

Manage pay raises – “take care of your people and they will complete the mission”

City strategic priorities

Find a solution to the W 6<sup>th</sup> Street issue

Economic development – continued growth of tax base

---

3. Creative budgeting and ideas

Place-based economic development that promotes/builds on our strengths – downtown, waterfront, parks and library

Development of the lakefront – eg ore dock and clean-up site

Reinforcing our commitment to our employees and those most in need in our community

Responsiveness

Growing economy

Participate actively in “right sizing” downtown with a focus on live/work space. Rehabilitated space.

Working with other key stakeholder to help the drug, alcohol and poverty in Ashland

Create and maintain collaborative relationships with Council and the Mayor based on mutual trust

Get the wage study done

Community relations/PR

Determine a way – financially – to hire more APD personnel. The department needs help. They need more enforcement officers on the street and help in the detective side as well.

Long range financial planning – all areas