

ASHLAND CITY COUNCIL MEETING
Tuesday, January 8, 2019 – 5:30 PM
Ashland City Hall Council Chambers

Please silence 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

- A. Approve the December 11, 2018 Council and Committee of the Whole minutes.

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

5. MAYOR'S REPORT

- A. Announcements
- B. Appointments

Mayor's Appointments

6. CONSENT AGENDA

- A. Miscellaneous Meeting Minutes
- B. Planning and Development December 2018 Permits Report
- C. Operator's Licenses

7. OLD BUSINESS

- A. **Approve to Create a Redevelopment Authority in the City of Ashland to Assist in Financing a New Ashland Police Department Facility ROLL**
- B. **Approve the 2019 Council and Committee of the Whole Meeting Calendar VOICE**

8. NEW BUSINESS

- A. Approve a Resolution to Set a Public Hearing Date for the Vacation of Undeveloped Public Right-of-Way Adjacent to Lots 14 through 16, and Lots 19 through 20, in Block 8 of Commercial Addition of the City of Ashland, Wisconsin VOICE**
- B. Approve an Agreement by and between the City of Ashland and Town of Sanborn for Fire Protection and Emergency Medical Services VOICE**
- C. Approve to Purchase an Indoor Playground from Soft Play, LLC for the Bretting Community Center Game Room ROLL**
- D. Approve to Accept a Grant from the US Army Corp of Engineers for the Ashland Ore Dock Redevelopment Project ROLL**
- E. Approve Gratis Lease Renewal for Habitat for Humanity VOICE**

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

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PRESENT: Holly George, Richard Ketring, Sara Jackson, Kate Ullman, Ana Tochtermann (arrived 5:32), Kevin Haas, David Mettill, Charlie Ortman, Elizabeth Franek, Dick Pufall, and Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Debra Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Police Chief James Gregoire, Finance Director Julie Vaillancourt, Parks and Recreation Director Sara Hudson, Utility Manager Chanz Green, Fire Chief Wayne Chenier, Firefighter/IAFF Union President Matt Spangler, Planning and Development Interim Director Megan McBride, and other concerned citizens

Agenda Item 1: Call to Order

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

Agenda Item 2: Approval of Agenda

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

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

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

Agenda Item 4: Citizen Participation Period

Eric Lindell, 204½ Main Street West, reported the results of elections that a number of counties in the State who had legalizing marijuana on their referendums, and expressed his desire to have a referendum locally during the upcoming spring election.

Agenda Item 5: Mayor's Report

Agenda Item 5A: Announcements

Mayor Lewis attended the Open House for the Cobblestone Hotel last week and invited the public to stop to see the completed project. A Public Hearing is scheduled on Thursday, December 20, regarding the plans for the Kreher Park/Superfund redevelopment. The City was awarded a \$1M grant from the Army Corp of Engineers to aid in gaining access to the ore dock

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from US Highway 2. She ended by wishing everyone a Merry Christmas and thanked everyone for their continued dedication to the City.

Agenda Item 5B: Appointments

2018-2019 Election Inspectors

Katelyn Roling, April Reder, Rose Spieler-Sandberg, Lissa Radke, Barb Majetich, Kayla Lampson

George moved, Tochtermann seconded a motion to approve the Mayor's appointments. The motion carried unanimously by voice vote.

Agenda Item 6: Consent Agenda

Agenda Item 6A: Operator's Licenses

Aliyah L. Elza, Kathy A. Follis, Kyle C. Rafert, Laura J. Rovi

Agenda Item 6B: Miscellaneous Minutes

Agenda Item 6C: Planning and Development Report - November, 2018

Franek moved, Moore seconded a motion to approve the Consent Agenda. The motion carried unanimously.

Agenda Item 7: Old Business

Agenda Item 7A: Discussion and Possible Action to Approve the 2019 Water and Wastewater Utility Budgets

The City of Ashland operates two municipal utilities – a Water Utility and a Wastewater Utility. Both are operated as enterprise funds of the City meaning that they are intended to be stand-alone enterprises that cover the expenditures of operations via user fees (water and wastewater bills). They are not intended to be subsidized by tax dollars. To be able to maintain services, the Public Works and Finance Departments will review the need for a rate increase for both the Water and Wastewater Utilities during 2019 as capital projects that have been and/or will be identified as high importance continue to develop and funding sources will be reviewed.

ASHLAND WATER UTILITY ENTERPRISE FUND

The Ashland Water Utility is a separate enterprise fund of the City of Ashland. The Utility provides water treatment and distribution services to customers within the City. It is a regulated Utility meaning that it operates under the rates and tariff established by the Public

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Service Commission of Wisconsin (PSCW). The Wisconsin Department of Natural Resources regulates the Utility on matters of public health.

Since 1997, when the operations of the Utility were reorganized, all activities of the Utility have been managed by the Director of Public Works with operations under the direct supervision of a Utility Manager. The Utility Manager has recently been filled after being vacant since October of 2016.

All financial accounting, customer contacts, and meter reading for the Utility are carried out by the City's Finance Department. The accounting records of the Utility are maintained in accordance with the Uniform System of Accounts prescribed by the PSCW. The expenses associated with the Water Utility including those related to meter reading, accounting for Utility expenses and revenues, auditing, payroll, and reporting are paid via utility user fees. The cost to the Water Utility for 2019 is \$126,712 for this service.

The Water Utility pays a PILOT fee to the City annually. The PILOT fee is property in lieu of taxes granted by the State to municipalities. The 2019 fee is \$394,528.

The Utility operates and maintains a 2 million gallon per day computer automated microfiltration surface Water Plant with 192 filters, elevated tower, standpipe, booster station, and distribution system. The WTP processes approximately 227 million gallons a year. As water is finished at the plant, it enters the clear well. Then via 3 high service pumps, water is sent to the standpipe (near Lake Superior Elementary School) and elevated tower (Beaser Avenue south of Maple Lane) whereupon it enters the distribution system and flows into the two pressure zones that comprises the City's distribution system. The distribution system components include 59 miles of piping, 1,363 valves, 530 hydrants, 8 distribution pumps, 3 storage facilities, over 3,500 water meters and 3,475 curb stops.

Almost half of the distribution system is nearing 140 years of service which brings some unique issues to the management of the system. Items include lead water services to many of the City's older households. The City has been replacing those portions of lead services within the public right-of-way on capital projects. In 2017 and 2018, the City was awarded grants totaling \$600,000 from the Wisconsin DNR for the replacement of lead services on the private side. Approximately 185 homeowners will take advantage of the grant by the end of this year. Monies not expended from the grants will be carried forward and can be used in 2019. The City has many fire hydrants that are deficient and are on undersized mains. The City has been replacing these ancient hydrants as streets and their accompanying utility infrastructure are replaced. Improvements must continue to be made to provide safe drinking water for the City and provide ample fire protection.

The 2019 Water budget maintains municipal water service within the utilities service area. The budget does provide for:

- Amortization of the water filters
- Equipment Replacement
- Facility Improvements
- Valve Replacement
- Tower and Standpipe Inspections

Products & Services:

- Delivery of potable drinking water to customers that satisfy the requirements of the Wisconsin Department of Natural Resources, Public Service Commission of Wisconsin and federal regulators.
- Operation and maintenance of the Utility's Water Treatment Plant, distribution system, elevated storage tanks, and booster stations.
- Maintaining adequate fire flows within those portions of the community served by the Utility.
- Reading, maintenance and replacement of meters.
- Monthly billing of water service.

Staffing:

The municipal Utilities of the City have had an authorized staffing level of twelve Operators and one Utility Manager. Employees are distributed between the Water and the Wastewater Utilities.

The Water Utility budget provides for five Operators. In addition, the budget provides for 50% of the annual salary of the Utility Manager, 20% of the salary of the Public Works Director, 25% of the salary of the Public Works Administrative Manager, and 25% of the wage of the Public Works/Utility Clerk.

User Rate Studies:

The Public Service Commission of Wisconsin approved overall water revenue increases of 36% in 2013, 3% in 2015, and 18.8% for 2017. The 2019 budget provides for a rate of return of 4.74% which is just under the 5% rate of return approved by the PSCW. As stated previously, a rate increase for both the Water and Wastewater Utilities for 2019 will be reviewed as capital projects that have been and/or will be identified as high importance continue to develop and funding sources are identified.

ASHLAND WASTEWATER UTILITY ENTERPRISE FUND

The Ashland Wastewater Utility is a separate enterprise fund of the City of Ashland. The Utility provides wastewater collection and treatment service to properties within its service area within the City. The Utility provides service to the Northern Great Lakes Visitors Center in the Town of Eileen under contract.

Since 1997, when the operations of the Utility were reorganized, all activities of the Utility have been managed by the Director of Public Works with operations under the direct supervision of a Utility Manager. The Utility Manager position has recently been filled after being vacant since October of 2016.

All financial accounting, customer contacts, and meter reading for the Utility are carried out by the City's Finance Department. The expenses associated with the Wastewater Utility including those related to meter reading, accounting for Utility expenses and revenues, auditing, payroll, and reporting are paid via utility user fees. The cost to the Wastewater Utility for 2019 is \$103,257 for this service.

The Utility is not regulated by the Public Service Commission of Wisconsin. The Utility operates under the rules and regulations of the Wisconsin Department of Natural Resources. The Wastewater Plant operates under a discharge permit issued by the WDNR. The permit is renewed every five years. The permit was last approved in 2017.

The Utility operates and maintains the Wastewater Treatment Plant and collection system consisting of gravity flow sewers, force mains, and lift stations. The plant is designed to process up to 3.8 million gallons of wastewater each day. As it returns water to the lake, testing has shown the plant's effluent is consistently cleaner than the lake water itself. The current WWTP is 27 years old and is nearing the end of the design life of wastewater plants for several components and structures. Although there is no immediate need to add on to or replace the plant, its operating cost will continue to increase as equipment wears out or requires more frequent repairs and/or replacement. Increasingly stringent requirements placed upon the Plant's wastewater discharge permit (such as increased phosphorous or mercury removal) may require changes in processing equipment, or additions and redesign of the Plant itself in upcoming years.

In 2017, the Common Council approved the Supervisory Control and Data Acquisition (SCADA) system improvement project. SCADA assists the staff in the operation of the wastewater and water systems. The SCADA project will be completed in early 2019. It is an industrial computer system consisting of both hardware and software components. The operators control processes, monitor both plant operations, and collect data for reporting using the SCADA system that ties all the various sites around the City together.

The collection system is made up of approximately 60 miles of pipe and 12 lift stations. Wastewater is gravity fed to the lift stations and then pumped to the WWTP via force mains. *A priority for the Utility in 2019 will be to address infiltration and inflow.* Internally, staff will begin televising meter districts to find where problems are occurring and isolate the areas that have the worst inflow and infiltration. The Utility will also contract with an outside contractor to assist with smoke testing and die testing. After the information is collected, a project will be designed to begin addressing the problem within areas identified with an anticipated project start date in 2020.

The gravity flow collection system consists of significant sections of vitrified clay pipe that were installed near the end of the First World War, 1918. The aging infrastructure of the collection system is the largest concern management has for the system at present. Excessive inflow and infiltration into the collection system occasionally causes the WWTP to exceed its operating capacity. Improvements must continue to be made to provide reliable wastewater collection for the City and reduce the backup of sewage into basements.

Products & Services:

- Collection of wastewater from properties served within the service area of the Utility
- Treatment of wastewater collected by the Utility to standards required of regulatory agencies
- Treatment of landfill leachate
- Treatment of septage hauled from private on-site waste systems
- Public and private water testing
- Land application of sludge

Staffing:

The 2019 Wastewater Utility budget provides for six Operators and a Laboratory Technician. In addition, the budget provides for 50% of the annual salary of the Utility Manager, 20% of the salary of the Public Works Director, 25% of the salary of the Public Works Administrative Manager, and 25% of the wage of the Public Works/Utility Clerk. Currently, there is one vacant position in the Utility. The Utility Manager will be assessing the need to fill this vacancy based on staff demand for various projects including the infiltration and inflow.

The 2019 Wastewater budget maintains municipal sanitary service within the Utilities service area. The budget does provide for:

- Lift station rehabilitation
- Labor hours and maintenance of the sanitary sewer collection system

User Rate Studies:

Because the Wastewater Utility is not regulated by the PSCW, the Council can adjust the rates of the Utility anytime the need requires. Previous Wastewater rate increases were 15% May 14, 2002, 5.9% May 28, 2013, 17.8% May 26, 2016, and 4.4% May 24, 2017. As stated previously, a rate increase for both the Water and Wastewater Utilities for 2019 will be reviewed as capital projects that have been and/or will be identified as high importance continue to develop and funding sources are identified

Asset Replacement:

Unlike the Water Utility, the Wastewater Utility maintains an equipment replacement fund pursuant to the covenants contained within the State of Wisconsin Clean Water Fund agreements. This fund is for equipment replacement and major maintenance related to equipment. It does not include building, collection system, and other non-mechanical items. Therefore, the 2019 budget includes a provision for Collection System and Other Asset Replacement.

George moved, Haas seconded a motion to approve the 2019 Water and Wastewater Utility budgets. The motion carried unanimously by roll call vote.

Agenda Item 8: New Business

Agenda Item 8A: Approve a Resolution to Repeal Resolution 17475 and Recreate a Resolution to Approve the 2019 Non-Represented Employees Salary/Hourly Wage Schedule (Finance)

The 2019 Salary/Hourly wage schedule that was adopted by Resolution 17475 by the Council at the November 13, 2018 meeting contained a clerical error. The wage listed for the new Public Works Director was stated at \$80,000 annually and should be listed as \$84,000 annually. This clerical correction should be made per Ordinance 78 that requires the establishment of standardized rates of compensation.

Ashland City Ordinances, Chapter 78.01, Compensation Schedule and Salary Allocations of the Non-Union, Non-Elected Officers and Employees

The "Salary Allocation List and Salary Schedule for Non-Union, Non-elected City of Ashland Officers and Employees (12/80)" hereinafter referred to as the "Compensation Plan" is incorporated by reference in this Ordinance as if fully forth herein at length with amendments added according to Section 78.03 of this Ordinance; and is specifically adopted by the Ordinance for the establishment of standardized rates of compensation for non-union and non-elected officers and employees of the City of Ashland, Wisconsin. A copy of the Compensation Plan shall be kept on file by the Office of the City Clerk.

George moved, Moore seconded a motion to approve a Resolution to repeal Resolution 17475 and recreate a Resolution to approve the 2019 Non-Represented Employees Salary/Hourly Wage Schedule. The motion carried unanimously by voice vote. **(File #17481)**

Agenda Item 8B: Approve an Ordinance to Amend Chapter 194 (2015-1848), Ashland City Ordinances, Procurement of Goods and Services and Approval of Change Orders for Public Construction Projects (Finance)

The City receives Federal funding through various grants each year. In 2017, the City expended \$822,373 in Federal grant dollars. In 2018, Federal dollars expended is estimated to be close to \$1 million, which includes the Wastewater SCADA System, 6th Street East Reconstruction, and the Bayview Pier Reconstruction.

Office of Management and Budget (OMB) Uniform Guidance procurement standards 2 CFR 200.318 through 200.326 became effective as of January 1, 2018. City staff met in early January, 2018 to review the new standards and has been following the guidelines outlined in this guidance for 2018 project procurements that have expended federal dollars.

Federal procurement standards and procedures are to be part of the City's procurement ordinance. To accomplish this, Section 194.08 is the proposed addition to the City of Ashland Ordinances, Chapter 194. No other changes to Chapter 194 were being proposed at this time.

Proposed addition: Sec. 194.08 Federal procurement standards.

(a) Procurement of goods and services that pertain to the expending of Federal grant dollars shall follow guidelines per the Office of Management and Budget (OMB) Uniform Guidance procurement standards 2 CFR 200.318 through 200.326 or Sections 194.01 through 194.07 of this Chapter whichever is more restrictive.

Mettille moved, Ketring seconded a motion to approve the Ordinance to amend Chapter 194 (2015-1848), Ashland City Ordinances, Procurement of Goods and Services and approval of change orders for public construction projects. The motion carried unanimously by voice vote. **(File #17482)**

Agenda Item 8C: Approve a Resolution by the Common Council for the City of Ashland, Wisconsin to Amend the 2019 General Fund Budget for Correction to the Tax Increment Levy (Finance)

The budget was being amended to correct the application of State of Wisconsin Personal Property Tax Aid (PPTA) which is new for 2019. This PPTA is split between the General Fund and the Tax Increment Districts. This PPTA is applied as a deduction in the calculation for the

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2019 levy limit. The Finance Director utilized the same methodology to calculate the tax required to be levied for the tax increment districts. The Treasurer found during the preparation of the Statement of Taxes that the tax increment levy calculation should not include a deduction for the PPTA for the tax increment levy.

This amendment will not change the 2019 gross levy or mill rate. The amendment will reallocate the gross levy between the tax increment levy and the net levy available for general fund expenditures. Due to this correction, general fund expenditures would be over revenue sources by \$6,033. This amended budget would result in the tax levy being below the calculated levy limit by \$6,033. The original budget tax levy was set at the maximum tax levy limit.

	Original	Amended	
Total General Fund Expenditures:			
& Transfers to Other Funds	\$10,726,545	\$10,726,545	(no change)
Net Debt Service Levy	1,150,834	1,150,834	(no change)
Tax Increment Financing Levy	167,210	173,243	(increase \$6,033)
Direct Levy to Capital Project Funds	<u>40,000</u>	<u>40,000</u>	(no change)
Total 2019 budget	<u>\$12,084,589</u>	<u>\$12,090,622</u>	

The Finance Director requested a General Fund – Fund Balance appropriation of \$6,033 for the 2019 budget.

Moore moved, Haas seconded a motion to approve the Resolution by the Common Council for the City of Ashland, Wisconsin to amend the 2019 General Fund Budget for correction to the tax increment levy. The motion carried unanimously by roll call vote. **(File #17483)**

Agenda Item 8D: Approve the 2019-2020 Contract with Wisconsin Professional Police Association Local 209 (Police Department)

The City and the WPPA Local 209 Bargaining Teams met and reached a tentative agreement. The City's bargaining team consisted of the City Administrator, Police Chief, and Human Resources Director. The Union's bargaining committee consisted of their professional representative and several members of the Police Department. A tentative agreement was arrived at during the negotiation sessions. WPPA Local 209 ratified the agreement.

The agreement incorporated new language to address membership and dues in compliance with state law. The agreement provided health insurance and would begin on the 1st of the month following 30 days of employment which matched the City's policy for other employees. The reference to "days" in the grievance procedure was changed from calendar days to business days. The agreement provided compensatory time in excess of the maximum accumulation shall be paid out at 1 and ½ times the hourly rate of pay. It provided that Kelley hours were to be prorated based on the portion of the year an employee works. Unused Kelley hours shall be paid out at the end of the calendar year or at separation/retirement if

the employee was unable to use them. The agreement allowed the use of sick leave for funerals, which was consistent with the City's Employee Handbook. It clarified that retired employees who canceled City Health Insurance would not be allowed to rejoin. Annual uniform allowance was increased from \$525.00 to \$550.00. Uniform allowance would be prorated upon termination of employment. Reference to the Safety Committee was eliminated. The agreement recognized the City was paying 100% of body armor costs and employees were required to wear it. A Detective Sergeant position would be created when the current Lieutenant position was vacated. Special Assignment pay would be paid only for assignments more than 90 days instead of more than 30 days. Special Assignments would require a minimum two year commitment and would be reposted after four years. The agreement called for a 2% wage increase effective 1/1/2019, a 1.5% wage increase effective 1/1/2020, and a 1.5% wage increase effective 7/1/2020.

Franek moved, George seconded a motion to approve the 2019-2020 contract between the City of Ashland and the Wisconsin Professional Police Association Local 209. The motion carried unanimously by roll call vote.

Agenda Item 8E: Approve the 2019-2020 Contract with International Association of Firefighters (Fire Department)

The City and the IAFF Local 875 Bargaining Teams met and reached a tentative agreement. The City's bargaining team consisted of the City Administrator, Fire Chief, and Human Resources Director. The Union's bargaining committee consisted of their professional representative and several members of the Fire Department. A tentative agreement was arrived at during the negotiation sessions. Local 875 ratified it on November 28, 2018.

The agreement incorporated new language to address membership and dues in compliance with state law. It clarified who is covered by the agreement and the work schedule. It eliminated reference to the POC program, which had been terminated. It provided if compensatory time is granted, the approval would not be retracted due to staff changes. Employees who were hired as and were being paid at an EMT level, but have paramedic certification, would be paid at the paramedic rate when performing paramedic duties. The section on Auxiliary Firefighters was being replaced with Transfer EMT provisions. The City would begin a process to institute a Transfer EMT program. The settlement called for a 2% wage increase effective 1/1/2019, a 1.5% wage increase effective 1/1/2020, and a 1.5% wage increase effective 7/1/2020.

Pufall moved, George seconded a motion to approve the 2019-2020 contract between the City of Ashland and the International Association of Firefighters. The motion carried unanimously by roll call vote.

Agenda Item 8F: Approve the Mandatory Joint Powers Agreement between Ashland County and the City of Ashland for the Ashland County 911 Emergency System (Mayor)

Section 265.35(9), Wisconsin Statutes, requires that emergency service providers enter into an annual Joint Powers agreement with the agency operating the 911 Call Center for the community. The Joint Powers agreement authorizes the 911 Call Center to dispatch municipal fire, ambulance, or law enforcement vehicles to incidents within or outside the boundaries of the municipality.

Tochterman moved, Haas seconded a motion to approve the Mandatory Joint Powers Agreement between Ashland County and the City of Ashland for the Ashland County 911 Emergency System. The motion carried unanimously by voice vote.

Agenda Item 8G: Approve the Agreement between Ashland County, Wisconsin and Bayfield County, Wisconsin for EMS Services (Fire Department)

Wisconsin Administrative Code DHS 110.04(15) & 110.34(10) requires EMS coverage agreements in place with ambulance service providers operating within or adjacent to its primary service area.

The Bayfield-Ashland Counties EMS Council drafted a back-up coverage agreement. The agreement was reviewed by the Mayor, City Attorney and Fire Chief.

The Fire Department/EMS requested approval of the agreement for EMS Services as mandated by the Wisconsin Administrative Code.

George moved, Moore seconded a motion to approve the agreement between the City of Ashland Fire Department/EMS and Ashland County, Wisconsin and Bayfield County, Wisconsin for EMS services. The motion carried unanimously by voice vote.

Agenda Item 8H: Approve to Award Non-Commercial Solid Waste and Recyclable Collection Contract to Eagle Waste & Recycling, Inc. (Administrator)

The City's curbside non-commercial solid waste and recyclable collection contract expired on December 31. The City had the option to extend the agreement, originally in place on January 1, 2014, for an additional five years at an increase of 2% per year for the term of the contract.

Any changes as discussed with Eagle Waste & Recycling, Inc. will be outlined within the contract regarding future possible recycling rates. These would be reviewed by the City Administrator when the contract was completed and received.

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As the City had been highly satisfied with Eagle Waste's service and competitive pricing, it was the recommendation that Council approve Eagle Waste & Recycling, Inc. as the City's non-commercial solid waste and recycling collection provider.

Pufall moved, Ortman seconded a motion to approve to award the non-commercial solid waste and recyclable collection contract to Eagle Waste & Recycling, Inc. for the City. The motion carried unanimously by roll call vote.

Agenda Item 8I: Approve to Waive Bidding Requirement and Purchase Heavy Rip Rap from Olson Bros. Contractors of Brule, WI for \$10,000 to Fix the Eroding Shoreline at Kreher RV Park (Parks and Recreation)

The City's Parks and Recreation and Public Works Departments sought to waive bidding requirements and to approve to purchase \$10,000 worth of heavy rip rap from Olson Bros. Contractors of Brule to fix the shoreline at the Kreher RV Park. This purchase would give the City approximately eighteen loads of rip rap to be delivered to the City at \$28.23/ton. Olson Bros. Contractors honored the price they gave the City for rip rap this past spring.

This section of shoreline had been slowly eroding but the October 10, 2018, storm caused more damage and a section of the Waterfront Trail had been washed away.

City staff wished to fix this short section of eroded shoreline yet this winter and then place the rest of the rip rap for the final revetment along the shoreline during the next construction season. The rip rap would be stored at Public Works until it was used as to not interfere with the campground usage.

Funds for this purchase would be coming from Fund 453 Waterfront Development Fund and unused money in Fund 481 Parks and Grounds Capital Budget for 2018 (the new playground equipment for Bay City Park was less than expected).

Moore moved, Pufall seconded a motion to approve to waive bidding requirements and to purchase heavy rip rap from Olson Bros. Contractors of Brule, WI for \$10,000 to fix the eroding shoreline at Kreher RV Park. The motion carried unanimously by roll call vote.

Agenda Item 8J: Approve a Resolution to Declare Replacing Two Failing Wastewater Utility HVAC Systems an Emergency per Wisconsin State Statute 62.15(1b), and Approve to Award a Contract to the Lowest Solicited Bid (Public Works)

The Wastewater Utility planned to bid the replacement of the HVAC systems in the spring as part of a larger project that encompassed roof replacements and electrical upgrades. Failure of the HVAC systems for the pre-treatment building and the UV building (ultra-violet treatment) required immediate replacement of the HVAC systems due to the threat of damage during the

winter season. It may take up to two weeks for the new HVAC systems to arrive after contractor approval.

Wisconsin State Statutes 62.15(1) required competitive bidding for municipal contracts involving public construction with an estimated cost exceeding \$25,000 and would be let by contract to the lowest responsible bidder. This process also included a Class II advertisement for bids.

Under sub. 62.15(1b) of the Wisconsin State Statutes, certain powers were allowed for an emergency as it pertained to public construction:

EXCEPTION AS TO PUBLIC EMERGENCY. The provisions of sub. 62.15(1) and sub. 281.41 [Water and Sewage Facilities-Approval of Plans] are not mandatory for the repair and reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by Resolution of the Board of Public Works or Board of Public Utility Commissioners, in which the public health or welfare of the city is endangered. Whenever the City Council determines by majority vote at a regular or special meeting that an emergency no longer exists, this subsection no longer applies.

As allowed by State Statute 62.15(1b), the City Council was asked to declare the failed HVAC systems at the Wastewater Utility buildings a threatened emergency and forgo the requirements of Wis. St. 62.15(1), and to approve the contractor with the lowest solicited bid.

Utility Supervisor Chanz Green presented the bids to Council. If the lowest bid were to be approved by Council, it was still necessary to be sure the bid was in compliance with the specifications already set in place by Cedar Corp Engineering.

Puffall moved, Ketrings seconded a motion to approve the Resolution declaring the replacement of two failing Wastewater Utility HVAC systems as an emergency per Wisconsin State Statute 62.15(1b), and approve to award a contract to A to Z Plumbing & Heating, Inc. in the amount of \$18,944.00, contingent upon the approval of Cedar Corp, and contingent upon knowing that time is of the essence, knowing the HVAC units needed to be ordered and delivered, and the Contractor and Administrator would complete the work start date, substantial completion date, and final completion date to be executed as soon as possible. The motion carried unanimously by roll call vote. **(File #17484)**

Agenda Item 8K: Approve an Ordinance to Amend Chapter 750 (1770), Ashland City Ordinances, Property Maintenance (Planning and Development)

The first amendment to remove the penalty of imprisonment for unlawful occupation or use of a structure which has been deemed uninhabitable is per recommendation by the City Attorney. Since this course of action has never been pursued and instead fines can be levied to gain

compliance, staff concurs that removing the language related to imprisonment is the best course of action.

The second amendment to include language specifying that property maintenance standards for exterior structures apply to both principal and accessory structures is a point of clarification. Since this is not explicitly stated elsewhere in the ordinance, staff is requesting this amendment to ensure property owners understand that garages, sheds, etc. also must be maintained in good repair and to have clear verbiage to include in communications with owners.

George moved, Jackson seconded a motion to approve the Ordinance to amend Chapter 750 (1770), Ashland City Ordinances, Property Maintenance. The motion carried unanimously by voice vote. **(File #17485)**

Agenda Item 8L: Approve the 2019 Council and Committee of the Whole Meeting Calendar (Clerk)

The proposed Council Calendar for 2019 included consideration of the following dates:

- Council meetings held second and last Tuesdays of the month, per ordinance unless otherwise noted
- Reorganizational meeting in April on the third Tuesday, per Wisconsin Statute
- One retreat tentatively in early May
- Two budget work sessions tentatively scheduled in October

There were 21 Regular Council meeting dates noted on the 2019 Proposed Calendar which included the April 16, 2018 reorganizational meeting and the November 12, 2018 Budget Public Hearing meeting.

The Clerk requested approval from Council on the proposed 2019 Council Meeting Calendar.

Franek moved, Haas seconded a motion to approve the 2019 Council and Committee of the Whole meeting calendar. Administrator Kucera relayed his concern of scheduling only one meeting per month during November and December. Other Councilors expressed their thoughts regarding beginning the budget review earlier in the calendar year.

Ketring moved to postpone the approval of the 2019 Council and Committee of the Whole meeting calendar. The motion carried unanimously by voice vote.

Agenda Item 8M: Approve a Resolution to Designate Public Depositories (Clerk)

Annually the City must designate official public depositories according to Wisconsin State Statute 34.05. The City wishes to use these banks located within the corporate limits of the City of Ashland:

- Associated Bank
- BMO Bank
- Chippewa Valley Bank
- Northern State Bank

The City also wished to use *Bremer Bank* in Washburn for depositing of public monies and declare them as official public depositories. The City started using Bremer Bank of Washburn as a depository for public funds for the Vaughn Public Library Renovation Fund for depositing of public moneys, proceeds from library fundraisers and donated monies that are designated for other library items. The Bank also provides the City an alternative investing opportunity for investing public funds.

It was recommended that the City also declare the *Wisconsin Local Government Investment Pool* as a public depository because it provides another investment opportunity for short-term cash investing needs. The WLG Investment Pool will be a safe tool for investing when local banks cannot offer the best rates.

The City also wished to use *Hometown Bank* in Fond du Lac, WI as a depository for public funds. As part of the collection process, funds collected by LifeQuest are first deposited into Hometown Bank (City is account holder) and then deposited into the City's local account.

It was recommended that Council approve the listed depositories for use of holding and investing public funds for the City of Ashland.

Moore moved, Mettelle seconded a motion to approve the Resolution to designate public depositories. The motion carried unanimously by voice vote. **(File #17486)**

Agenda Item 8N: Approve a Resolution to Designate the Official City Newspaper (Clerk)

Wisconsin State Statute 985.06 (2) requires cities of the 4th class to designate a newspaper, published in the city, as its official newspaper for publication of Council proceedings and legal notices for the coming year. The Ashland Daily Press had been the City's official newspaper for this purpose.

The Clerk requests that Council approve the Ashland Daily Press to be designated the City of Ashland's official newspaper.

Ortman moved, Franek seconded a motion to approve the Resolution designating Ashland's Daily Press as the City's official newspaper. The motion carried unanimously by voice vote. **(File #17487)**

Agenda Item 8O: Approve an Ordinance to Repeal Chapter 165 (2017-1900) and Recreate Chapter 165, Ashland City Ordinances, Comprehensive Fee Schedule (Clerk)

The ordinance amendment incorporated the following changes:

- Updates to the ambulance fees as recommended by LifeQuest;
- Addition of Accommodations Tax Permit Application fee;
- Update of JFK Memorial Airport fees as approved by the Airport Commission;
- Updated Planning and Development fees as guided by the Building Inspector and informed by Standard Permit Fees in other similar-sized Wisconsin communities;
- Update of Marina storage rates, and boat launch and slip fees as approved by the Harbor Commission;
- Increase in cigarette sellers' license and transient merchant fees;
- Updates to the Parks and Recreation pavilion use, ballfield use, and City parks fees as approved by the Parks and Recreation Committee;
- Addition of group fee use for Bretting Community Center as approved by the Parks and Recreation Committee.

All revisions and deletions have been noted within the Proposed Changes. All changes to the proposed ordinance will take effect on January 1, 2019.

The Clerk requested Council to approve the revised Comprehensive Fee Schedule.

Mettile moved, Haas seconded a motion to approve the Ordinance to repeal Chapter 165 (2017-1900) and recreate Chapter 165, Ashland City Ordinances, Comprehensive Fee Schedule, to include the updated rates for residential garbage collection. The motion carried unanimously by roll call vote. **(File #17488)**

Agenda Item 8P: Approve 2019 Property Insurance Carrier and Renewal Quote, and 2019 General Liability, Linebacker, Law Enforcement Liability, Data Compromise, Government Crime/Fidelity ISO, Business Auto, Workers Compensation and Commercial Umbrella Insurance Carrier and Renewal Quote (Clerk)

The City of Ashland had been provided property insurance by Municipal Property Insurance Company (MPIC) and general liability, linebacker, law enforcement liability, data compromise, government crime/fidelity ISO, business auto, workers compensation and commercial umbrella insurance (general liability) by EMC Insurance through Great Lakes Insurance Agency.

There were changes within MPIC regarding the Pier and Wharf endorsement premium causing this line to increase from \$3,531 to \$51,176, thereby increasing the total premium for property insurance from \$58,840 to \$110,669. After consideration of multiple options through MPIC, EMC, and Travelers Insurance, it was determined to continue with MPIC with a change of the deductible for the Pier and Wharf endorsement from \$1000/10% to \$50,000/25%, reducing the premium to \$21,933 and continuing with full coverage on all properties at the best rate. The final premium for MPIC Property Insurance figures to be \$73,855, an increase of \$15,015 from 2018.

The premium increase with MPIC was compensated by EMC's ability to decrease their base premium, and offer a 20% dividend to result in an approximate \$40,000 return to the City to bring the total under the budgeted and Council approved amount.

It was recommended Council approve the General Liability policy with EMC Insurance Company, the Property Insurance policy with MPIC for a combined premium of \$396,313.

George moved, Mettelle seconded a motion to approve the 2019 property insurance renewal quote from MPIC Property Insurance in the amount of \$74,432.00, and approve the 2019 general liability, linebacker, law enforcement liability, data compromise, government crime/fidelity ISO, business auto, workers compensation and commercial umbrella insurance renewal quote from EMC Insurance Company for a combined amount of \$274,011.00. The motion carried unanimously by roll call vote.

Agenda Item 8Q: Approve the State Municipal Agreement (SMA) for WisDOT Transportation Alternatives Program (TAP) for the City of Ashland, Ashland Rails to Trails System (ARTS) Improvements (Public Works)

The City of Ashland was awarded a WisDOT Transportation Alternatives Project (TAP) grant to resurface and replace the City's existing multi-use trail and Ashland Rails to Trails Systems (ARTS). Based on available funding and under the recommendation of the WisDOT staff, City staff amended the original scope of the project to remove the State Highway 112 bike lanes and the Bay City Creek Trail creation. The City will seek alternative funding for these projects. The Common Council approved the acceptance of the TAP grant award at the September 25, 2018, meeting.

The construction phase of the project is estimated to be in 2021 based on the WisDOT funding schedule. City staff will have this project on the five year capital projects plan to identify City funds for the match.

Description of revised project scope:

The City of Ashland trail system is a multi-use looped trail that is 11.5 miles long, mainly constructed on old railroad corridors within the City of Ashland. The trail is broken into five sections: Waterfront Trail, 5th Street Corridor, Prentice Park, 25th Avenue East Connector, and the Spur Trail. The City is looking to repave and repair the Waterfront Trail from Maslowski Beach to 25th Ave. E., the 25th Ave. E. Connector, and the 5th St. Corridor. These segments total approximately 7.5 miles.

Along the Waterfront Trail, most of the existing shoreline has been protected by rock riprap material. High water levels and increased frequency of storms that bring high winds and wave action have eroded away large sections of the shoreline and are undermining and destroying the existing waterfront trail. The City has added more riprap material along the waterfront trail segments that have been affected by these storms. The 25th Avenue East Connector and the 5th Street Corridor are over ten years old and are in need of repairs to fix failing asphalt and to correct non-compliant crossings and drainage issues.

The work will include approximately five miles of asphalt overlay at 10 feet wide by 1.5 inch thick and 2.5 miles of remove-and-replace sections. The remove-and-replace sections will be paved 10 feet wide by 2 inches thick on a compacted gravel base. Gravel shoulders will also be installed along all sections.

Project design, construction inspection, and administrative work will be done in-house by City staff. The Public Works and Parks and Recreation Departments recommend that the State Municipal Agreement be approved by the Common Council.

Mettile moved, Moore seconded a motion to approve the State Municipal Agreement (SMA) for WisDOT Transportation Alternatives Program (TAP) for the City of Ashland, Ashland Rails to Trails System (ARTS) Improvements. The motion carried unanimously by voice vote.

Agenda Item 9: Adjournment

Mettile moved, George seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant
City Clerk

COMMITTEE OF THE WHOLE MEETING

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PRESENT: Holly George, Richard Ketring, Sarah Jackson, Kate Ullman, Ana Tochtermann, Kevin Haas, David Mettillie, Charlie Ortman, Elizabeth Franek, Dick Pufall, and Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Debra Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Police Chief James Gregoire, and other concerned citizens

Agenda Item 1: Roll Call

Roll call was taken by the Clerk.

Agenda Item 2: Council President's Report

Council President David Mettillie passed on giving a report due to time constraints.

Agenda Item 3: City Administrator's Report

City Administrator Brant Kucera passed on giving a report due to time constraints.

Agenda Item 4: Approval of the Agenda

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

Agenda Item 5: Update, Presentation, and Possible Action Regarding Establishment of a Redevelopment Authority in the City of Ashland (Mayor)

At the November 13, 2018, Committee of the Whole meeting, the Council was asked to consider whether or not to pursue the creation of a Redevelopment Authority in the City of Ashland for the initial purpose of funding the development of a new Police Station at the 11th Avenue West site as previously selected by the City Council.

George moved, Haas seconded a motion to form a Redevelopment Authority to initially pursue funding for the future Police Department facility. After much discussion, Council felt there were

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several questions that needed to be answered before moving forward, and the motion failed 1-9 by voice vote.

Haas moved, George seconded a motion to postpone this item to the next Committee of the Whole meeting, December 11, 2018, for further discussion and potential presentation by a representative of Quarles & Brady. The motion carried unanimously by voice vote.

Attorney Jacob Lichter with Quarles and Brady, LLP was present by teleconference at the meeting to answer questions of Councilors. Below are answers provided in advance by Mr. Lichter to some of the questions posed at the last meeting:

1. Does the creation of an RDA usurp the City role in planning and development?

Answer: The RDA would be its own independent entity and would be authorized to (1) carry out the elimination of blight on property which has been declared blighted by the Council or (2) carry out the duties described in a Redevelopment Plan (see Section 66.1333(6)) adopted by the Common Council. The specific powers granted to RDA's are set forth in Section 66.1335(5) of the Wisconsin Statutes. Additionally, under the Wisconsin Statutes, the RDA would assume the City's powers under Section 66.1331(4), and the City would not be legally entitled to exercise such powers in connection with a redevelopment of (designated) blighted property. Because the Council must approve either the blight finding or the Redevelopment Plan, the Council has broad power with regard to the direction of the RDA. However, once the RDA has been given authority to act, it acts on its own and is outside the control of the Council and may exercise any of the powers outlined in Section 66.1335(5). That being said, the RDA's budget is determined by the City on an annual basis, and the Council could dissolve the RDA.

*Please note that for purposes of the proposed USDA financing, the City would authorize the RDA to act by declaring property (11th Avenue West) to be blighted, and not by adopting a Redevelopment Plan.

2. How much say would the Council have going forward about future projects?

Answer: As stated above, the RDA receives its authority to act from the Council in one of two ways: (1) via a blight determination or (2) via a redevelopment plan. Absent the grant of such authority, which must be approved by the Council, the RDA will not have authority to determine future projects.

COMMITTEE OF THE WHOLE MEETING

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3. What is the process or the standards for determining blight?

Answer: Under Section 66.1333(2m)(bm) "Blighted property" means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

- The process for determining blight under the statutes would require:
 - (1) The RDA to adopt a preliminary resolution describing property to be blighted;
 - (2) A public hearing to be held on a blight determination and how the property fits within the blight definition described above. Some communities have staff, engineers or financial advisors prepare a report to document that the property meets the statutory definition. The owners of the property to be blighted must receive notice of such public hearing by certified mail at least 20 days prior to the public hearing; and
 - (4) The Council to adopt a resolution (by 2/3 vote of all members) approving the blight finding.

COMMITTEE OF THE WHOLE MEETING

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4. How widespread is use of an RDA?

Answer: We (Quarles and Brady) work with a large number of municipalities in the State who issue bonds through RDAs and CDAs and the use of such authorities is relatively common.

Council was asked to pursue the creation of a Redevelopment Authority in the City of Ashland for the purpose of facilitating creation of a new police facility in the City on 11th Avenue West. The Mayor began by answering some of the questions Council asked at the prior meeting, and invited Attorney Jacob Lichter with Quarles and Brady, LLP to join the meeting by teleconference to answer any remaining questions.

George moved, Haas seconded a motion to move forward to pursue the creation of a Redevelopment Authority in the City of Ashland. Police Chief Gregoire was recognized to speak to Council. After much discussion, Ketrang moved, Ortman seconded a motion to postpone this item to the next Committee of the Whole meeting. This motion failed 3-8 by voice vote; opposed were George, Jackson, Tochtermann, Haas, Mettillie, Franek, Pufall, and Moore.

The motion to pursue the creation of a Redevelopment Authority in the City of Ashland passed 8-3 by voice vote; opposed were Ketrang, Ortman, and Ullman.

Agenda Item 6: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

SUBJECT: Mayor's Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS: 1. Volunteer forms

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The Mayor is recommending approval of the appointments as follows:

Ashland Housing Authority

Stewart Holman, Term expires: January 9, 2024 (reappointment)

Public Works Committee

Jackie Moore, Council Rep., Term expires: April, 2020 (reappointment)

Beautification Council

Penny Rutyna, Term expires: February 8, 2022 (reappointment)

Kay Saari, Term expires: February 8, 2022 (reappointment)

David Siegler, Term expires: February 8, 2022 (reappointment)

Mary Zinnecker, Term expires: February 8, 2022 (reappointment)

Stewart Holman**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:

ASHLAND HOUSING AUTHORITY BOARD
of Directors.

Brief statement of education and training:

HAVE SERVED ON CURRENT BOARD SINCE
2009. 19 YEARS AT NORTH COUNTRY IND. CO.
WITH FOCUS ON HOUSING ISSUES FOR PWD'S.

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)

LIFELONG PERSON WITH A DISABILITY - TENANT
WITH AHA HOUSING. ASSIST WITH
TEACHING LIFE SKILLS TO PWD'S AT
N.C.I.L. BA IN ENGLISH MS IN
VOC REHAB. PREVIOUS CAREER IN
RADIO BROADCASTING + NEWS WRITING
LIFE TIME RESIDENT OF AREA.

Individual References or Referred by (include phone #):

JAN KOPCZYK AHA DIR
715-682-7031

Contact Information:

STEWART HOLMAN 715-685-9898
Name (print) Phone319 CHAPPLE AVE #307 ASHLAND 1-9-14
Address DateEmail: STEWART@CENTURYLINK.NET

Jackie Moore

OFFER TO VOLUNTEER FORM

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

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

Parks + Recreation Committee #
Public Works Committee Vaugh Library Committee
Planning Committee

Brief statement of education and training:

Alumnus - Northland College OS, Exec. dir.

Mashkisihi Boys + Girls Club, Admin Assistant +

Activities Coordinator Ashland Parks + Rec

Biography: Director Alumni Relations - Northland College
(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 was employed by the city in the Parks + Rec
department for 4 years. I am a passionate community
member who is working to create a dog park
in Ashland with APR + the CHA. I am organized
and experienced with board governance and
general procedure.

Individual References or Referred by (include phone #):

Sara Hudson - 209-5836

Mary Garrison - 682-7075

Contact Information:

Jackie Moore 218-409-2869

Name (print)

Phone

307 14th Ave East Ashland, WI 54806 3/14/14

Address

Date

Email: jamoore083@gmail.com 3/14/14

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:

Beautification

Brief statement of education and training:

BSW in Social Work

Master Gardener Certification

Biography:

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

I moved from West Branch, MI to Ashland 12-2014. Worked as a Social Worker and for the Social Security Admin. I am a life long gardener + quilter. Hobbies are gardening, quilting + knitting. Out of Space

Individual References or Referred by (include phone #):

Leslie Jaeger

John + Pat Morris

715-682-0382

Contact Information:

Penny Rutyna

Name (Print)

989-709-1454

Phone Number

804 9th Ave West

Address

Ashland WI

Email:

10-21-15

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:

ASHLAND BEAUTIFICATION COUNCIL

Brief statement of education and training:

2015 WISCONSIN MASTER GARDEN CLASS - UW-EXT.

(MATT COGGER)

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.)

LIFE LONG RESIDENT OF NORTHERN WISCONSIN -
BFA - UW-SUPERIOR.

3-YR. TERM AT BEASER COMMUNITY GARDEN
VOLUNTEER @ NORTHERN GARDEN OF LIFE

Individual References or Referred by (include phone #):

LESLIE JAGGER 715-209-1104

Contact Information: KAY SAARI 715-682-0393
Name (Print) Phone Number

308 10th AVE. W., ASHLAND
Address

10-22-15
Email: Date

David Siegler

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:

Beautification Committee

Brief statement of education and training:

BA, Antioch College; JD, University of Wisconsin

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 recently retired from private law practice and now
work 1 day/week as Family Court Commissioner. The rest
of the time I like to be outside as much as possible,
often biking or in the garden. Soon I'll need to
supplement home garden projects. And, my office
building downtown received one of Ashland's first Beauty
Individual References or Referred by (include phone #): Spot awards!
715-682-4774
Sue Mackenzie Smith } friends and neighbors who can
Deb Lewis 715-682-7071 } attest that I should be kept
busy and off the streets.

Contact Information: David Siegler 715-209-5701
Name (Print) Phone Number

700 Chapple Av
Address

david.siegler1@gmail.com 7/25/18
Email: 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:

Beautification Council

Brief statement of education and training:

Hands-on training with over 15 years
of gardening. Attended Master Gardener Volunteer
Training 2014.

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'm a single mom of two teenage
daughters and work as Information
Manager at Northwest Wisconsin CEP.

I spend as much time as I can
in my flower gardens! very proud (over) →

Individual References or Referred by (include phone #):

Laura Gray 715-682-9947

Jeanne Spruell 715-292-9642

Contact Information: Mary Zinnecker 715-292-2053
Name (Print) Phone Number

1104 3rd ave E - Ashland
Address

mary@marysgardengrows.com
Email:

Date 8/14/18

of my "Beauty Spot" award from the City¹⁷
of Ashland several years ago for my
previous residence. In the past, I have
volunteered as a girl scout leader, Sunday
school teacher, whistle stop and more
as my first daughter heads off to
college, I'm looking forward to this
new opportunity to contribute to this
town that I love!

SUBJECT: Miscellaneous Meeting Minutes

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES:

EXHIBITS:

1. 08-30-18 Harbor Commission
2. 11-29-2018 Airport Commission Meeting Minutes

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

NA

HARBOR COMMISSION MEETING

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PRESENT: Thomas Yankee, Allen Smiles, Paul Gilbertson & Dick Pufall

ABSENT:

EXCUSED: Randy Harvey, Tom Grosjean and Paul Gierczic.

ALSO PRESENT: Marina Manager-Scott Stegmann; Jamie Dunn-DNR; Sara Hudson-Parks & Rec; Eli Rupnow – [AMI – Project Manager] Chad Scott – [AMI – Principal] Lyssa Hattenberger – [Gausman & Moore – Electrical Project Manager]

Dick Pufall called the meeting to order at 12:30 p.m.

Agenda Item 1: Public Comment

None.

Agenda Item 2: Approval of June 28, 2018 minutes

A motion was made by Yankee seconded by Gilbertson, to approve the June 28, 2018 minutes. The motion carried unanimously.

Agenda Item 3: New Business

A. AMI engineers kick off meeting

Introductions were made, and Chad Scott started off the meeting by stating the need for the City of Ashland to provide the various documents they requested in order to create the design plans. Their surveyor is on site now to collect some existing grades. Scott inquired about the site grading plan at the superfund site; Dunn stated that they are just going into the design of the final cap, thinks that this is a good time to get the design so it all dovetails. Scott inquired as to the timeline of getting changes into the final grade plan. Dunn thought about 2-3 months, would like by November to have 90% design; grading will not be done this year.

Scott noted that the existing surveys and conceptual plan and what's currently out there, don't match, so would like to know if there is a completed survey. Dunn stated that it is more like a continual survey going on as things are moved around, there should be as-builts for all the infrastructure, but moving stuff around, a lot of regrading will be done, there will be cut and fill, all of the final changes taken into account. Current and future utilities will need to be mapped in the superfund part of this, but it may change due to the grading plan. However, any utility corridors that are going to be needed in the future, now is the time to get that in so they can cap around it, if you have to go back in later and deal with it you don't disturb the cap.

Second major item is the boat launch, the sheet pile wall and how deep it can be cut behind the wall. Dunn thought they would have to get together with Envirocon engineers; there are also tiebacks that are really not accomplishing anything, so can we go below the tieback. The issue there is that you cannot inundate the on-land portion with water, keep it pumped down, no lake water infiltrating into the site.

Smiles inquired whether the design plan includes low water years as well as high water years. Scott says they try to design where they find the balance between high and low water years along with the usage and goals of the project.

Stegmann requested the existing boat lift be relocated to a new structure, with a lift well designed at a 75 ton capacity located in the SW corner of the property. Scott requested any

HARBOR COMMISSION MEETING

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information or drawings on the lift. Stegmann spoke to the rep from Marine Travel Lift, Sturgeon Bay and they will be sending their information on the lift to AMI.

AMI will be working with the city on an updated master site plan and there will be discussion about the thoroughfare and the utility design plan for future use; they will be coming back with options.

Stegmann's original thought for truck/trailer parking was 60 spots, and a heated storage building and cold boat storage, but maybe maximize parking with more stalls.

Master site plan would also include bathrooms, fish cleaning station and wash down station. Once the base plan is in place, AMI can start looking at various options and coming up with an optimal master plan.

Scott brought up the east half of the facility and inquired as to what other amenities should be on the plan. Yankee said one issue he would like is to see a complete flow through of traffic from the RV park to the marina. This is something the community has always had and if it is something that could happen, would like to see that continue. Stegmann mentioned that if that occurs, it should be west to east because of the hill on Ellis Avenue with boats and trailers. Gilbertson's very concerned with the amount of traffic that drives down just to look around and leaves. When the road used to go around that happened; but now considered they are going through a 4 bay boat launch area; would like that taken into consideration when designing. The existing railroad corridor, south side of Superfund Site, is part of the lakefront trail. The Harbor Commission would like to maintain that, an optional walking/bike path could be up tight to the bulkhead. Concept for the pavilion building has not been fleshed out yet. Need to know for stubbing out the property for utilities.

Stegmann will get AMI the as builts for the utilities, also the current water and wastewater drawings. Number of hydrants will be whatever the state requirements are; 2-3 probably. Discussion commenced about the cap and utility lines. Dunn would like a chase way that is not in contaminated material just to be safe. AMI would like to create clean chase way; if you have to come through in the future it is safer, easier and cheaper.

Gilbertson asked if in building a heated storage building would it need sprinklers, AMI thought that it probably would. Having clean corridors is important for the future design footprint of the buildings; it would be preferred to have a design for utilities, but at least stubbing it in the general area gets you close.

Stegmann asked in negotiating between the city and NSP/Xcel Energy are we going to know future obligations. Dunn stated that no matter what, there is going to be continuing obligations on all of this, whether it's the cap or the asphalt, and it must be inspected and maintained. It's got to be designed for long term and not breaking up; it's a thicker slab than normal.

Stegmann brought up the electrical side of the project, would like along the bulkhead line 30-50 amp serviceable pedestals, spaced every 75-100 foot for larger boats. Also would like water lines run on the bulkhead side. There was discussion about bringing in larger boats in the future and potential problems. Scott noted the lack of marinas offering space for real large size boats on the Great Lakes; even Duluth has nothing.

In the plans for the boat storage area need to have utilities run to have 30/50 amp pedestals, power and water. Also, the fish cleaning station and bathrooms should have utilities run to

HARBOR COMMISSION MEETING

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them. Will need electricity for lighting; street lights, security lights for walking path, storage buildings, etc. Hudson will send Hattenberger the UDO specs regarding lighting.

Chad Scott noted that they will be presenting different boat launch scenarios with different options and different price tags; see what you may get for a more durable boat launch. The cost of long term maintenance of the docks may be a factor when considering the different plans.

Chad Scott asked about the surface storm water that will be sheeting off; will there be no in-ground storm water conveyance system. Dunn stated that it will sheet flow to the wall. Scott stated that the design will need to sheet flow to those culverts.

Gilbertson asked if AMI will be working with the city on grant applications for funding. The meeting then went into discussion about available grants, deadlines and timelines, and applying them to this project.

Agenda Item 4: Unfinished Business

A. Engineering of Marina 130' Spit

Stegmann asked AMI to file the Chapter 30 permit to the DNR on behalf of the city. The city wants to show that the city is moving forward with the boat launch and that the rock spit should stay.

Jamie Dunn stated that at this time it appears NSP/Xcel Energy will be taking out the rock spit. Dunn was asked why they want to take it out and feels that the only holdup is one word in the contract; "indemnity". NSP/Xcel Energy wants that word in their agreement and the city is unable to accept those terms for insurance purposes.

B. Superfund update

Stegmann informed commissioners that the last bucket of contaminated sediment was removed on Saturday from the superfund site. Demobilization will be done by December.

Agenda Item 5: Financial Statement

There was no financial statement for review.

Agenda Item 6: New Business

A. Managers Report

Stegmann reported that boats for storage will be parked in marina and on Ellis Avenue again this year.

Agenda Item 7: Adjourn

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

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

Present: Lloyd Orensten, Tom Bouchard, Rick Korpela, Ella Teague & John Coffey

Absent:

Excused:

Also Present: Bill Moore, Airport Manager; Harley Hagstrom

AGENDA ITEM 1: Roll Call

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

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

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ Side Walks and Gutters

Moore noted that all the sidewalks and gutters have been completed and they did a good job.

→ Airport SRE and 1 ton plow truck update

From Oct 1st, Moore was told that it will be 6 months before the airport gets the New Holland equipment. Moore was told it would be 3 months for the 1 ton truck with plow; hopefully, sometime in January.

→ Airport Runway Crack Seal Project

The BOA got the company to come back and finish the crack seal project. On November 7th they came in and got everything done on the apron: they did a nice job.

→ Storage Space for Equipment

Moore was able to get all the equipment in the heated storage building except for the lawn mower; that was put in the city hangar. Mrs. Austin has called and wanted \$17,000 for her hangar, Moore said no. Then Austin called back and lowered the price to \$10,000. Moore feels that the airport should just keep the revenue that is generated from the Austin hangar. In two years there is a SRE building rehab, then, maybe there can be an addition built on to the current city building.

➔ Courtesy Car

Ashland County Sheriff's Department gave the airport one of their old squad cars to be used as a courtesy car. The car's tires are almost new, just needs a new battery. Parent at Rays Auto Repair has a couple of vehicles for rent if someone needs them.

AGENDA ITEM 5: Managers Report

From December 1st to the 15th, Construction Helicopters Inc will be here at the airport. They will be lifting conductors on 115 KV line that goes from Ashland to Ironwood. Orensten inquired whether they would be needing fuel. Moore stated that he has met with personnel and they inquired about fees. Moore told them that the airport would appreciate some contributions in some form or another. Will have to wait and see what their needs are. Moore will advise them as what our airport can offer.

Moore asked whether the Commission wants to increase city hangar fees. Orensten suggested contacting some other airports to find out where we stand in the mix. Moore will look into it. Moore also inquired about the \$.10 a square foot for the lease, should that be increased. Coffey said to check to see if we are in line with other airports.

Blakeman repaired the vent pipes on the holding tanks and there is still a problem with water leaking into the tanks. They filled up in 2 weeks. Something is still leaking, but Moore thinks to wait until spring to figure it out. Commissioners discussed the issue.

Shell is bringing in a Shell sign down by the fuel pump; it is 12 feet tall 4x4 feet. Shell is paying to have it installed but the airport will have to pay to have it wired up. Moore will check into whether he needs a sign permit.

Moore ordered some new brushes for the broom for brushing the runways.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Moore. The total amount of the bills came to \$23,816.19.

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

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held December 20, 2018, at 4:30 pm, at the JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Kim Westman

CITY OF ASHLAND, WISCONSIN

Year to Date Permit Evaluation Report

Permit type	Value of work	Total permit fee
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Commercial-Additions,Remodeling,Alterations

Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (16 detail records)

Sum	\$8,355,374.00	\$14,557.50
Percent	68.07%	41.62%

Commercial-Miscellaneous

Summary for 'Permit type' = Commercial-Miscellaneous (8 detail records)

Sum	\$88,326.00	\$340.00
Percent	0.72%	0.97%

Commercial-New Construction

Summary for 'Permit type' = Commercial-New Construction (4 detail records)

Sum	\$1,546,675.00	\$4,475.00
Percent	12.60%	12.79%

Demolition/Moving

Summary for 'Permit type' = Demolition/Moving (16 detail records)

Sum	\$569,670.00	\$2,720.00
Percent	4.64%	7.78%

Electrical

Summary for 'Permit type' = Electrical (5 detail records)

Sum	\$115,858.00	\$250.00
Percent	0.94%	0.71%

Misc Zoning Fees

Summary for 'Permit type' = Misc Zoning Fees (39 detail records)

Sum		\$4,250.00
Percent		12.15%

Permit type	Value of work	Total permit fee
Residential-Accessory Structures		
Summary for 'Permit type' = Residential-Accessory Structures (19 detail records)		
Sum	\$152,699.00	\$692.00
Percent	1.24%	1.98%
Residential-Miscellaneous		
Summary for 'Permit type' = Residential-Miscellaneous (22 detail records)		
Sum	\$67,028.00	\$960.00
Percent	0.55%	2.74%
Residential-Remodeling,Alterations,Additions		
Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (119 detail records)		
Sum	\$1,379,891.25	\$5,384.00
Percent	11.24%	15.39%
Sign		
Summary for 'Permit type' = Sign (19 detail records)		
Sum		\$1,350.00
Percent		3.86%
Grand Total	\$12,275,521.25	\$34,978.50

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of December 2018

Permit type **Commercial-Additions,Remodeling,Al**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6865	Ashland Housing Authority	319 Chapple Ave.	Building Permit for new rooftop mobile service facility including new 9'4" x 16' elevated rooftop platform and equipment cabinet cluster. 2-roof-top ballast frame.	\$90,000.00	\$450.00	766	12/4/2018
6873	Brick Ministries, Inc.	420 Ellis Ave	Replace and expand existing accessibility ramp; Contractor: Miller Construction	\$21,940.00	\$0.00	1928	12/14/2018
6879	Wal-Mart	2500 Lake Shore Drive East	Interior remodel of electronics section including: removal of existing photo lab (cabinets, sink, associated plumbing), replacement and relocation of electronics	\$55,000.00	\$275.00	3574.1	12/21/2018
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (3 detail records)							
Sum				\$166,940.00	\$725.00		

Permit type **Electrical**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6864	Ashland Housing Authority	319 Chapple Ave.	Electrical Permit for extension of services to new rooftop mobile service facility	\$90,000.00	\$50.00	766	12/4/2018
6868	Michael Amman	1312 Chapple Ave.	3.25kw solar system on roof of principal structure	\$7,000.00	\$50.00	4571	12/5/2018
Summary for 'Permit type' = Electrical (2 detail records)							
Sum				\$97,000.00	\$100.00		

Permit type **Misc Zoning Fees**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6866	Ashland Housing Authority	319 Chapple Ave.	Class 2 Collocation Permit		\$500.00	766	12/4/2018

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6871	Ashland Holdings LLC	315 Sanborn Avenue	Occupancy Permit inspection to provide to building tenants		\$50.00	Check	3809 12/14/2018
6872	Memorial Medical Center	1615 Maple Lane	Site Plan review fee for rennovation of former urology building for Green Branch Dental		\$150.00	Check	4893 12/14/2018
6877	Glen & Judith Bennington	911 Water St.	Development permit to allow short-stay lodging in residential home		\$75.00	Check	1074 12/21/2018
Summary for 'Permit type' = Misc Zoning Fees (4 detail records)							
Sum					\$775.00		

Permit type Residential-Accessory Structures

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6862	Darrel and Michaela Swanson	519 Willis Ave.	2 new sheds (one canvas, one wood shed)	\$4,500.00	\$50.00	Check	2015 12/3/2018
6870	Gary & Mary Newman	408 36th Ave. E.	New 30' x 40' detached garage	\$30,000.00	\$60.00	Check	902 12/10/2018
Summary for 'Permit type' = Residential-Accessory Structures (2 detail records)							
Sum					\$34,500.00	\$110.00	

Permit type Residential-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6880	Elizabeth Webster	1101 Chapple Avenue	Fence for dog in back of house. Heavy metal rectanbgular 34' x 68'.	\$200.00	\$50.00	Check	3856 12/26/2018
Summary for 'Permit type' = Residential-Miscellaneous (1 detail record)							
Sum					\$200.00	\$50.00	

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
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Permit type **Residential-Remodeling,Alterations,A**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6863	Ezra Smith	1214 MacArthur Ave	Remove and replace 2300sf of siding	\$6,000.00	\$30.00 Check	3883	12/3/2018
6867	Michael Amman	1312 Chapple Ave.	238sq ft of solar panels installed on roof of principal structure	\$7,000.00	\$25.00 Check	4571	12/5/2018
6869	Corwin Sateren	1206 6th Ave. West	Remove and replace roof on accessory structure	\$1,000.00	\$30.00 Cash	4540	12/10/2018
6874	Donna Bell	117 8th Street East	Re-roof the house - shingles	\$6,000.00	\$30.00 Check	2339	12/18/2018
6875	Mattson Properties LLC	116 Beaser Ave.	Re-roof the house - shingles	\$5,500.00	\$30.00 Check	57	12/19/2018
6878	Mattson Properties, LLC	312 11th Avenue East	Remove under roofing and re-roof house with shingles	\$5,800.00	\$30.00 Cash	1774	12/21/2018
6881	Noel Villaverde	723 Vaughn Avenue	Porch with covered roof 8' x 10'	\$1,000.00	\$25.00 Cash	2271	12/26/2018
6882	Noel Villaverde	723 Vaughn Avenue	New roof (shingles) on house in August 2018	\$9,500.00	\$30.00 Cash	2271	12/26/2018
Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (8 detail records)							
Sum				\$41,800.00	\$230.00		

Grand Total

\$340,440.00

\$1,990.00

City of Ashland, Wisconsin

Monthly Property Report

Property report for the month of December 2018

Maintenance concern Accessory Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
12/3/2018	4367	Chris Luebben	605/607 Mac Arthur Ave	\$0.00
		Action taken	Sent first letter giving until 7/1/2019 to repair or demolish the garage	
12/5/2018	528	Chris Luebben	611 Beaser Ave.	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to finish siding the garage.	
12/7/2018	4532	Chris Luebben	1100 6th Ave W	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to put protective treatment on garage, new roofing, and repair/replace windows	
12/7/2018	2695	Chris Luebben	918 7th Ave East	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to put protective treatment on entire garage and replace boarded-up windows	
12/7/2018	332	Chris Luebben	421 Beaser Ave.	\$0.00
		Action taken	I spoke with the owner in the yard. Also, sent first letter giving until 7/1/19 to finish painting the garage.	

Maintenance concern Garbage

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
12/3/2018	4367	Chris Luebben	605/607 Mac Arthur Ave	\$0.00
		Action taken	Sent first letter giving until 12/19/18 to store or dispose of the shelving & wood debris	
12/8/2018	407	Chris Luebben	523 Beaser Ave.	\$0.00
		Action taken	Stopped at property to take pics (DSCN4390 to 4396) and leave a door hanger requesting clean-up within 48 hrs.	
12/8/2018	407	Chris Luebben	523 Beaser Ave.	\$0.00
		Action taken	Stopped at property to take pics (DSCN4390 to 4396) and leave a door hanger requesting clean-up within 48 hrs.	
12/11/2018	2229	Chris Luebben	609 3rd Avenue W	\$0.00
		Action taken	12/11/18 9:53 am - Linda Blank called me (715-699-6833). Said her husband is out of town now & will empty/move trailer by Friday.	
12/14/2018	2209	Chris Luebben	608 3RD Ave West	\$0.00
		Action taken	Sent first letter giving until 12/28/18 to properly dispose of or store bags of garbage in enclosed structure.	

Maintenance concern Other

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
12/3/2018	4341	Chris Luebben	506 9th Avenue West	\$0.00
		Action taken	Sent first letter giving until 12/20/18 to dispose of tire or store in an enclosed structure	
12/7/2018	1729	Chris Luebben	410 3rd St. E.	\$0.00
		Action taken	Sent first letter giving until 12/28/18 to properly disposed of tires or store in an enclosed structure.	
12/8/2018	1586	Chris Luebben	614 Main St. E.	\$0.00
		Action taken	Sent letter giving 2 weeks to trim the limbs of the trees in their yard that overhang the City street	
12/8/2018	1341	Chris Luebben	307 Main St. East	\$0.00
		Action taken	Sent letter giving 2 weeks to trim the limbs of the trees in their yard that overhang the City street.	
12/10/2018	2642	Chris Luebben	905 Ellis Avenue	\$0.00
		Action taken	Sent first letter giving until 12/27/18 to clean-up the cut tree branches from the rear yard.	
12/11/2018	2484	Chris Luebben	801 5th Avenue East	\$0.00
		Action taken	Sent first letter giving until 12/27/18 to remove the wood pile from the ROW so that the plows can do the alley.	
12/14/2018	4228	Chris Luebben	615 Main St. W	\$0.00
		Action taken	I talked to the Postmaster on 12/4/18 & he said he wasn't able to do it. I sent 1st ltr asking US Post Office to trim trees.	
12/21/2018	1797	Chris Luebben	307 14th Avenue E	\$0.00
		Action taken	Sent first letter giving until 1/29/19 to remove lawn ownament from right-of-way.	
12/22/2018	1250	Chris Luebben	511 Lake Shore Dr. E.	\$0.00
		Action taken	Sent first letter giving until 1/3/19 to store scaffolding and ladders in an enclosed structure when not in use	
12/26/2018	3012	Chris Luebben	904 9th ave west	\$0.00
		Action taken	Sent first letter giving until 1/8/19 to store scaffolding and ladders in an enclosed structure	
12/27/2018	5111	Chris Luebben	3206 Toll Road	\$0.00
		Action taken	Sent letter asking owner not to push snow into the City right-of-way and leave it in the road	

Maintenance concern Principal Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
12/1/2018	433	Chris Luebben	508 16th Ave. W.	\$0.00
		Action taken	Jack Hoglund was informed that a permit was necessary for int remodelling work over \$5,000. He said it was less.	

12/4/2018	4334	Chris Luebben	806 6th St. West	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to add protective treatment to exterior of house.	
12/4/2018	4371	Chris Luebben	608 9th Avenue West	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to finish siding the house & paint/stain the trim. Needs to get Bldg. Permit for siding.	
12/4/2018	1445	Chris Luebben	116 13th Ave. E.	\$0.00
		Action taken	Sent first letter giving until 7/1/2019 to finish painting the exterior of the house (or to side the entire house)	
12/5/2018	1446	Chris Luebben	114 13th Ave. E.	\$0.00
		Action taken	Sent first letter giving until 7/1/2019 to put protective coating on the exterior of the house	
12/5/2018	528	Chris Luebben	611 Beaser Ave.	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to treat house w/protective coating.	
12/6/2018	1167	Chris Luebben	1309 Front Street East	\$0.00
		Action taken	Sent first letter giving until 7/1/19 to replace the siding on the front of the house or add different treatment.	
12/12/2018	2383	Chris Luebben	706 Prentice Ave.	\$0.00
		Action taken	Owner has decided to side the exterior of the house.	
12/12/2018	2383	Chris Luebben	706 Prentice Ave.	\$0.00
		Action taken	Owner has decided to side the exterior of the house.	
12/12/2018	2383	Chris Luebben	706 Prentice Ave.	\$0.00
		Action taken	Owner has decided to side the exterior of the house.	
12/13/2018	2533	Chris Luebben	823 2nd Avenue West	\$0.00
		Action taken	Sent first letter giving until 7/1/2019 to put protective treatment on exterior of house and roof to be repaired or replaced	
12/13/2018	2533	Chris Luebben	823 2nd Avenue West	\$0.00
		Action taken	Sent first letter giving until 7/1/2019 to put protective treatment on exterior of house and roof to be repaired or replaced	
12/28/2018	3446	Chris Luebben	2102 main street east	\$0.00
		Action taken	Sent first letter giving until 4/29/19 to repair the fire damaged house. House not suitable for occupancy.	

Maintenance concern Vehicle

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
12/3/2018	1761	Chris Luebben	300 Stuntz Ave	\$0.00
		Action taken	Sent first letter giving until 12/19/18 to move several vehs off the City's property (Tyler Wickman advised me re:violations)	

12/11/2018	2378 Chris Luebben	409 8th Street East	\$0.00
	Action taken	Sent first letter giving until 12/27/18 to remove the tires & RV from the ROW so that the plows can push snow thru the alley.	
12/13/2018	2533 Chris Luebben	823 2nd Avenue West	\$0.00
	Action taken	Sent first letter giving until 1/15/19 to license Chevy car & boat or move into encl structure. Complete deck w/guardrails.	
12/21/2018	676 Chris Luebben	600 11th Avenue West	\$0.00
	Action taken	Sent letter asking owner to not park vehicles across City sidewalk	

SUBJECT: Operator's Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

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

Greta A. Oliphant

Louise M. Strycharske

Mariah L. Hipsher

SUBJECT: Approve to Create a Redevelopment Authority in the City of Ashland to Assist in Financing a New Ashland Police Department Facility ROLL

RECOMMENDATION: Approval to approve a resolution to create a Redevelopment Authority in the City of Ashland.

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor, City Administrator, Police Chief, Finance Director

EXHIBITS:

1. Proposed Resolution
2. Resolution 17420
3. Timeline of Police Facility Process
4. WI Statute 66.1333

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: Financial projections will be provided by the Finance Director prior to the meeting.

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The purpose of this discussion is receive approval from Council to proceed with plans to create a Redevelopment Authority in the City of Ashland pursuant to Wis. Statute 66.1333 to assist with the acquisition of a USDA loan to finance a new police facility.

At the last two Committee of the Whole meetings, the Council has been provided information about a legally available tool: creation and collaboration with a Redevelopment Authority (RDA) to facilitate financing of the new facility through a USDA loan arrangement.

The advantage of using this approach is that a Redevelopment Authority would not be subject to the debt limit formulas affecting the tax levy as is the City. Creation of an independent Redevelopment Authority, initially to facilitate construction of a police facility, would also have the potential

to enable other redevelopment projects in the future.

Listed below is an outline of the process for development using an RDA:

1. The first steps would be to authorize creation of the RDA, to create by-laws, and to appoint seven members interested in redevelopment to serve on the RDA.
2. Once the RDA is legally formed, the next step is for the RDA to make a finding that the proposed lot (former Brownfield site) for the APD is blighted based upon statutory guidelines. This may require a public hearing. The City Council would then also need to find by a 2/3 vote that the lot is blighted currently.
3. Once the lot is declared blighted, the City can then give authority to the RDA to pursue grants/loans through the USDA or other sources. The RDA is the applicant for these sources of funding.
4. The City of Ashland would enter into a binding agreement with the RDA that would protect the interest of both the City and the Redevelopment Authority and clearly spell out liability for each party. Under the proposed arrangement, the City would temporarily transfer ownership of the police facility site to the RDA. The PD building would be constructed using loan/grant proceeds received by the RDA in its name. The APD would lease the constructed facility from the RDA at an amount sufficient to service the debt and expenses on any loan on the property. Once the debt is satisfied, the property can be returned to City ownership. (The City followed a similar process a few years ago for the former Roffers site along Beaser Avenue, when the City temporarily transferred title of the land to the Housing Authority which enabled the Housing Authority to secure a grant for remediation cleanup from the EPA which the City of Ashland was not eligible to receive. Following the cleanup, title was transferred back to the City.)

Recommendation is to approve Resolution Authorizing Creation of a Redevelopment Authority.

COMMON COUNCIL
OF THE
CITY OF ASHLAND, WISCONSIN

Resolution No. _____

RESOLUTION CREATING THE REDEVELOPMENT AUTHORITY
OF THE CITY OF ASHLAND, WISCONSIN

WHEREAS, the City of Ashland, Wisconsin (the "City") is a municipal corporation organized and existing under and pursuant to the laws of the State of Wisconsin and is authorized by Section 66.1333, Wisconsin Statutes (the "Redevelopment Authority Law"), by proper resolution of the Common Council, to declare that there is a need in the City for a redevelopment authority which, upon the making of certain findings and declarations by this Common Council, shall be a public body corporate and politic authorized to transact business and exercise any and all powers, duties and functions set out in Section 66.1333, Wisconsin Statutes for redevelopment authorities; and

WHEREAS, it is the finding, determination and declaration of this Common Council that there exists within the City a need for blight elimination, slum clearance and urban renewal programs and projects; and

WHEREAS, it is the finding, determination and declaration of this Common Council that the City would derive public benefits from the creation of a redevelopment authority and the exercise by the redevelopment authority of its powers under the Redevelopment Authority Law, including by way of illustration but not limitation, the following public benefits: the elimination or prevention of substandard, deteriorated, unsanitary, and blighted areas; the provision and retention of gainful employment opportunities for the citizens of the City; an increase in the City's tax base; and the stimulation of the flow of investment capital into the City with resultant beneficial effects upon the economy in the City; and

WHEREAS, it is the finding, determination and declaration of this Common Council that the public interest will be served if the City were to create a redevelopment authority in the City.

NOW, THEREFORE, BE IT RESOLVED:

1. On the basis of the findings and determinations herein recited, this Common Council declares that there is a need for and does hereby create a redevelopment authority in the City, to be known as the "Redevelopment Authority of the City of Ashland, Wisconsin" (the "Authority"), authorized to transact business and exercise any and all powers granted to a redevelopment authority under the Redevelopment Authority Law as amended from time to time.

2. This Resolution shall be effective immediately upon its passage and approval. Upon such approval, the City Clerk shall promptly notify the Mayor of the adoption of this Resolution by delivering a certified copy hereof to him or her, and the Mayor shall, with the confirmation of a four-fifths vote of this Common Council, appoint seven (7) qualified resident persons to serve as commissioners of the Authority for the staggered initial terms provided in Section 66.1333(3)(b) of the Wisconsin Statutes. One commissioner shall be a member of this Common Council and no more than 2 commissioners shall be officers of the City.

3. This Common Council hereby approves the Bylaws of the Authority in the form attached hereto as Exhibit A.

Adopted and approved this ____ day of _____, 20__

(SEAL)

Mayor

City Clerk

EXHIBIT A

Bylaws of the Authority

(See Attached)

**BYLAWS OF THE
REDEVELOPMENT AUTHORITY OF THE
_____ OF _____, WISCONSIN**

Adopted _____, _____

Effective _____, _____

**ARTICLE I
THE AUTHORITY**

Section 1. Name of Authority. The name of the Authority shall be Redevelopment Authority of the _____ of _____, Wisconsin.

Section 2. Seal of Authority. The Authority shall have no seal.

Section 3. Offices of the Authority. The principal offices of the Authority shall be at _____, _____, Wisconsin. In addition, the Authority may from time to time have offices at such other place or places as it deems necessary. The location of the Authority's principal offices may be changed by appropriate resolution of the Authority.

**ARTICLE II
OFFICERS**

Section 1. Officers. The officers of the Authority shall be a Chairperson, a Vice-Chairperson and a Secretary (who shall be Executive Director) who shall be elected or appointed as hereinafter set forth:

Section 2. Chairperson. The Chairperson shall preside at all meetings of the Authority. The Chairperson and Executive Director are authorized to execute on behalf of the Authority all contracts, deeds, notes and other forms of obligations or instruments when duly authorized by the Commissioners of the Authority to do so. At each meeting the Chairperson shall submit such recommendations and information as the Chairperson may consider proper concerning the business, affairs, and policies of the Authority.

Section 3. Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson, and in case of the resignation or death of Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall appoint a new Chairperson.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as Secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. [The Secretary shall keep in safe custody the seal, if any, of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.]

The Secretary shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairperson. The Secretary shall keep regular books or accounts showing receipts and expenditures and shall render to the Authority, at least quarterly (or oftener when requested), an account of the Authority's transactions and also of the financial condition of the Authority. The Secretary shall give such bond for the faithful performance of the Secretary's duties as the Authority may determine.

Section 5. Executive Director. The Executive Director shall serve as Secretary to the Authority and shall be the chief administrative officer of the Authority and shall direct, manage and supervise the Authority's administrative operation and technical activities in accordance with and subject to the direction of the Authority. The Executive Director shall be compensated for administrative time on behalf of the Authority at a rate of \$_____ per hour.

Section 6. Deputy Executive Director. The Deputy Executive Director shall serve as the Deputy Secretary to the Authority and shall perform the duties of the Executive Director and Secretary in the Executive Director's absence.

Section 7. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time-to-time be required by the Authority or by the bylaws or rules and regulations of the Authority.

Section 8. Election or Appointment. The Chairperson and Vice-Chairperson shall be elected from among the Commissioners of the Authority immediately following adoption of these bylaws and thereafter at the first regular or special meeting of the Authority held in the month of [] in each calendar year and shall hold office until the next succeeding first day of [], or until their successors are elected and qualified.

The Executive Director and Deputy Executive Director shall be appointed by the Authority. Any persons appointed to fill the office of Executive Director or Deputy Executive Director, or any vacancy therein, shall have such term as the Authority fixes.

Section 9. Vacancies. Should the offices of Chairperson or Vice-Chairperson become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Authority shall appoint a successor, as aforesaid.

ARTICLE III MEETINGS

Section 1. Meetings. The Chairperson of the Authority may call all meetings when he/she deems it expedient. All regular and special meetings of the Authority shall be held at _____, _____, Wisconsin, or in such other public place as the Authority deems appropriate and is physically accessible to persons with disabilities. All regular and special meetings, hearings, records and accounts of the Authority shall be open to the public and in compliance with the ordinances of the _____ of _____, Wisconsin. All members of the Authority Board shall be paid a per diem of \$ [] per meeting.

Section 2. Special Meetings. The Chairperson of the Authority shall call a special meeting upon the request of two members of the Authority or the Chairperson for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. At such special meeting, no business shall be considered other than as designated in the call.

Section 3. Order of Business - Agenda. The Secretary shall prepare an agenda for each meeting. The order of business shall generally be as follows:

- I. ROLL CALL - (RECOGNITION OF GUESTS OPTIONAL)
- II. APPROVAL OF MINUTES
- III. COMMUNICATIONS AND PUBLIC APPEARANCES
- IV. ROUTINE BUSINESS
- V. DETAILED BUSINESS
- VI. BUSINESS BY THE COMMISSIONERS
- VII. SECRETARY'S REPORT

Section 4. Motions. The name of the maker of the motion and the second to the motion shall be duly recorded in the minutes of the meeting.

Section 5. Voting. The voting on all questions coming before the Authority shall be by a roll call vote.

Section 6. Parliamentary Procedure. The parliamentary procedure in Authority meetings shall be governed by Roberts Rules of Order.

ARTICLE IV SUBCOMMITTEES

Section 1. Subcommittees. The Authority may establish standing subcommittees of the Authority which shall make recommendations to the Authority on matters referred to the subcommittees by the Authority.

Section 2. Appointments. Appointments to any standing subcommittee shall be made by the Chairperson of the Authority at the first regular or special meeting of the Authority held in the month of [] in each calendar year. The Chairperson of the Authority shall designate the Chairperson of each of the standing subcommittees at the time of appointment. Standing subcommittee members shall hold office until the next succeeding first day of []; or until their successors are appointed.

Section 3. Other Subcommittees. The Authority may establish other subcommittees as may be required from time to time. Appointments to additional subcommittees shall be made by the Chairperson of the Authority and shall have such term of office as the Authority fixes.

ARTICLE V AMENDMENTS

Section 1. Amendments to Bylaws. The bylaws of the Authority may be amended after an amendment has been introduced at any regular meeting or special meeting and referred to the next regular special meeting. Adoption of an amendment shall be by a two-thirds vote of the members of the Authority, provided, however that the Common Council must also approve any amendment by 2/3 vote.

ARTICLE VI MISCELLANEOUS

Section 1. Suspension of Rules. The Authority by unanimous vote may suspend any of its rules or bylaws except as otherwise provided under the ordinances of the _____ of _____, Wisconsin or other applicable state or local law.

RESOLUTION

No. 17420

**RESOLUTION TO SELECT A SITE PLAN FOR A NEW POLICE FACILITY AND
AUTHORIZATION TO DIRECT C&S DESIGN AND ENGINEERING, INC. TO PROCEED WITH
ARCHITECTURAL PLANS FOR THE SITE CHOSEN**

WHEREAS, at the September 29, 2015 Council meeting, the City Council approved the 2016-2020 Strategic Plan of the City with strategic priorities including facility improvements to Police Department facilities; and,

WHEREAS, at the March 28, 2017 Council meeting, the City Council voted unanimously on a roll call vote to proceed with the development of a Police Department building; and,

WHEREAS, at the September 26, 2017 Council meeting, the City Council voted 6-4 by roll call vote to award a contract to C&S Design & Engineering/Bray Architects for the architectural and design work for the new Police station and directed the City Administrator and Mayor to execute the required contractual documents; and,

WHEREAS, after award of the contract in September, 2017, the Police Dept. Internal Planning team met on September 28, October 6, November 2, and December 7, 2017 with members of the C&S/Bray Design team, tours were taken in October, 2017 of the following police facilities: DeForest, Mount Pleasant, St. Francis, and Mount Horeb, and a space needs analysis was conducted in association with Bray Associates Architects, Inc. and C&S Design; and,

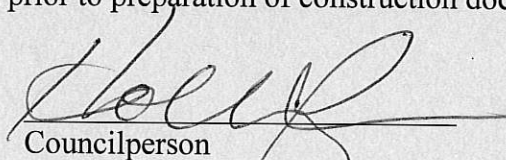
WHEREAS, in addition to the space needs analysis, members of the internal committee have toured potential sites in Ashland and a data and field investigation for each site has been conducted by C&S Design. Seven site options in the core City of Ashland area have been studied and preliminary designs and cost estimates have been prepared. After careful consideration of pros and cons for each site, the Police Dept. Internal Planning Team voted unanimously to recommend that the 11th Avenue West site plan be selected as the most viable site for the new police facility.

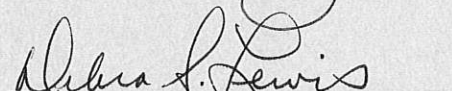
NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland has determined that improvements to Police Department facilities are a top priority, and directs that the following steps are taken to ensure that City Administration continues to move forward with this initiative:

- Design Development be undertaken for the site at 11th Avenue West;
- Final approval of design shall be given by Council prior to preparation of construction documents.

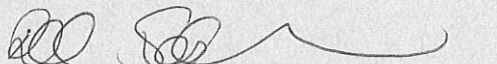
PASSED: January 9, 2018

ATTEST: 
Denise Oliphant, City Clerk


Councilperson


Debra S. Lewis, Mayor

APPROVED AS TO FORM:


David Siegler, City Attorney

TIMELINE OF POLICE FACILITY PROCESS

2004: City of Ashland's [Comprehensive Plan](#) (2004 – 2014): The Making of an Exceptional City, adopted by Council. Section 5-12 : **“Promote the development of modern and efficient facilities and equipment for City services providing public safety.”**

July 28, 2015: Council approved purchase of 211-6th Street West. Purchase price=\$182,000, which included \$10,000 in personal property from seller. Draft conceptual design and cost estimate for remodeling was prepared to accommodate the needs of the Police Dept. In addition to the purchase price, cost estimates for remodeling and expanding the existing building and adding a garage were placed at \$840,521. (This plan was ultimately abandoned when it was determined that the structural “bones” of the existing building, even with remodeling, would not result in a facility that met security requirements for a police facility.)

September 8, 2015: City Administrator, Mayor, Police Chief and Captain held preliminary discussion with Ashland County Administrator, Sheriff, and Board Chair to discuss feasibility of a collaborative project with Ashland County since Ashland County was actively discussing an expansion of the County jail facility.

September 29, 2015: Council approved the 2016-2020 Strategic Plan of the City. One of the strategic priorities includes facility improvements for the Police Department. This strategic priority was subsequently ratified by Council in 2016 and 2018 at their Annual Council retreat(s).

August 30, 2016: At the COW meeting, Council directed Finance Director to provide a 5-year plan and a timeline for funding a new police station. Council debated four options: 1/ remodel 211-6th Street W.; 2/ sell 211-6th Street W. and build a new facility; 3/ work with Ashland County to combine law enforcement services into one building; and 4/ do nothing.

October 11, 2016: COW instructed Mayor and City Administrator to proceed with discussions with Ashland County to explore a joint law enforcement facility. The original plan was for Ashland County to start construction in 2018.

October 25, 2016: Council passed Resolution 2179 to Proceed with Alternatives for a Police Dept. Building with a timetable: November 2016-April 2017, Administration to continue to explore feasibility of building a joint Ashland City/County law enforcement facility. May 2017: if enough information is known, Administration will recommend a course of action to the Council as to whether to proceed with a joint facility or remodel of 211-6th Street West.

February 7, 2017: Ashland County Board Law Enforcement Committee voted to proceed with plans to purchase land at a non-centrally located location on the outskirts of County limits for construction of a new County Municipal building. As a result, the Ashland Police Dept. and Administration recommended that this peripheral location was not in the best interest of the citizens of the City.

March 14, 2017: COW meeting, direction was given to Administration to prepare an RFP to secure an architectural firm to prepare up to three options as to how to develop a sustainable Ashland Police Dept. located in the core of the City of Ashland.

March 28, 2017: Council voted on a motion to proceed with the development of a Police Department building based upon the discussion on March 14, 2017. The motion carried unanimously on a roll call vote.

May 9, 2017: City Administrator presented a planning process to Council to ensure a successful project outcome to the Council. This process included forming an Internal Planning Team consisting of the Mayor, City Administrator, Police Chief, Captain, PW Director, Council Rep. Holly George, and other staff as needed. The Police Chief was named as the Project Manager for the Police Facility process.

June 27, 2017: The Police Department Internal Planning Team submitted a request for proposals soliciting several local and regional architect firms for the following services:

- Analyze current APD facilities to identify unique space needs at the existing level of services and concluding with a forecast of future space needs to achieve the right balance of space in a continuously evolving environment. This process will assist the City in identifying the needs, or gaps, between current conditions and future space needs. This will serve as a planning mechanism for developing or re-purposing an outdated structure into a facility that supports the APD mission and objectives. This will include current site evaluation, facility condition analysis, programming, and conceptual budgeting for project and construction costs.
- Act as the sole contracting party with the City for professional services of architectural and engineering documentation, ultimately through the design phase of the project.
- To be responsible for the performance of all its contracted design consultants.
- Lead the Design Team and estimate costs from the inception of the project, from programming, design and contracts documents, and provide accurate, knowledgeable estimates of potential costs.
- Working with the City, establish project budget and provide value engineering at all phases.

The RFP was sent to 14 professional service providers.

August, 2017: The City received four proposals from the following qualified firms: C&S Design/Bray Architects, Cedar Corporation, Five Bugles Design, and MSA Professional Services. After interviews with all four firms, careful review by the committee, and multiple discussions were held by the City Administrator with team members, the proposal submitted by the team of C&S Design & Engineering, Inc. and Bray Architects was chosen as the team that most closely fit with the committee's objectives of: seeking a consultant that provides an appropriate balance between design ability, technical competence, professional service, compatibility with the community's goals and cost.

August 29, 2017: The City Council requested that all cost proposals by each of the four firms be provided to Councilors prior to a vote being taken on the recommendation of the City

Administrator. The vote to approve the award of contract was postponed to September 12, 2017.

September 12, 2017: At the Council meeting, the cost proposals and proposed schedules submitted by Cedar Corp., Five Bugles Design, and MSA Professional Services were included in the Agenda packet along with the proposal from C&S Design. The Council voted to reject the recommendation of the City Administrator and the Motion to approve a contract with C&S Design & Engineering, Inc./Bray Architects failed 4-7 by roll call vote.

Following that action, a Motion was made to approve a contract with MSA Professional Services for the architectural/engineering design for the new Police station facility, and directing the City Administrator and Mayor to execute the required contractual documents. The motion passed 7-4.

September 14, 2017: Mayor Debra Lewis issued a Mayoral Veto of Council Approved Motion as to the Motion to approve a contract with MSA Professional Services on the basis that the action was not properly noticed in the Agenda for the September 12, 2017 meeting.

September 26, 2017: Council voted unanimously to allow the Mayor's veto to stand as stated.

Council voted to award contract to C&S/Bray Architects for design of a new police station and directed Administrator and Mayor to execute required documents. The contract amount was \$16,000 for pre-design fees and \$140,000 for design fees.

September 28, October 6, November 2 and December 7, 2017: Internal Planning Team met with members of C&S Design Team to organize process for investigation, planning and design.

October 2017: Tours of four facilities in similar size communities as Ashland taken (DeForest, Mount Pleasant, St. Francis, and Mt. Horeb) by members of internal planning team; Space needs analysis conducted by Chief and Captain in association with the architects. Tours of potential sites were taken in Ashland after survey of the community was done. Seven site options in the core City of Ashland area were studied and preliminary designs and cost estimates were prepared. Sites considered were: 11th Ave. W., 6th Street W., former Chequamegon Clinic, Lakeshore Drive E. (DePadua Gym), Beaser Ave. (Roffers), and Third Avenue E. (next to Fire Station). Pros and cons for each site were considered and the Internal Planning Team voted unanimously to recommend the 11th Avenue W. site as the most viable site for the new police facility, due to its location, lack of development potential for other uses, potential for future expansion, and the fact the City already owned it. For reasons of long term sustainability and permanence, as well as size and availability, other options were rejected.

January 9, 2018: Council voted 7-2 by roll call vote to approve Resolution 2263 to select the 11th Avenue West site plan for a new police facility from the seven options and directed C&S Design and Engineering to proceed with architectural plans for the site as recommended by the Internal Planning Team.

January 30, 2018: Council was asked to reconsider the January 9, 2018 vote to select the 11th Avenue West site plan. The motion failed 5-2 by roll call vote. Council voted to approve the 11th Avenue West site for a new Police facility and authorized C&S Design & Engineering, Inc.

to proceed with architectural plans for the site. The motion carried 5-4 by roll call vote, with Mayor Lewis casting the tie-breaking vote.

January 9-November 2018: Architectural and pre-construction work proceeded pursuant to the contract with C&S Design/Bray. Meetings were held with the Internal Planning team and C&S Design on May 11, July 2, August 6, August 27, and December 13, 2018. The Police Chief and Police Captain have also met numerous times with C&S staff to finalize plans. The goal has been to plan for construction to begin in 2019.

March 27, 2018: Council approved sale of building at 211-Sixth Street West to Chequamegon Veterans for \$50,000.

June 19, 2018: Plan Commission approved site plan and Conditional Use request for police station facility at the 11th Avenue West site.

June 26, 2018: Council approved Resolution 2285 to issue a Conditional Use Permit to construct a new government or community service facility/Police station in the Mixed Residential/Commercial (MRC) District, at the 11th Avenue West site. The motion carried 9-1 by voice vote.

October 2018: City awarded \$99,000 grant from PSC for installation of solar panels on new police facility.

November 13 and December 11, 2018: COW informational presentation and discussion held regarding formation of a Redevelopment Authority for purposes of securing a USDA loan to finance the cost of a new police facility.

January 8, 2019: Council asked to approve a resolution to form a Redevelopment Authority for purposes of securing a 40 year USDA loan to finance construction of a police facility at the 11th Avenue West site.

66.1333 Blight elimination and slum clearance.

- (1) **SHORT TITLE.** This section shall be known and may be cited as the “Blight Elimination and Slum Clearance Act”.
- (2) **FINDINGS.** In addition to the findings and declarations made in ss. [66.1331 \(2\)](#) and [66.1337](#), it is found and declared that the existence of substandard, deteriorated, slum and blighted areas and blighted properties is a matter of statewide concern. It is the policy of this state to protect and promote the health, safety, morals and general welfare of the people of the state in which these areas and blighted properties exist by the elimination and prevention of these areas and blighted properties through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in these areas and blighted properties. The purposes of this section are to provide for the elimination and prevention of substandard, deteriorated, slum and blighted areas and blighted properties through redevelopment and other activities by state-created agencies and the utilization of all other available public and private agencies and resources. State agencies are necessary in order to carry out in the most effective and efficient manner the state's policy and declared purposes for the prevention and elimination of substandard, deteriorated, slum and blighted areas and blighted properties. State agencies shall be available in all the cities in the state to be known as the redevelopment authorities of the particular cities and carry out and effectuate the provisions of this section when the local legislative bodies of the cities determine there is a need for them to carry out within their cities the powers and purposes of this section. Assistance which may be given by cities or any other public bodies under this section is a public use and purpose for which public money may be expended. The necessity in the public interest for the provisions of this section is declared a matter of legislative determination. Nothing in this subsection contravenes, repeals or rescinds the finding or declaration of necessity before the recreation of this subsection on June 1, 1958.
- (2m) **DEFINITIONS.** In this section, unless the context clearly indicates otherwise:
- (a) “Abandoned highway corridor” means land in any city designated by the department of transportation for use as part of an expressway or a freeway, which is no longer designated by the department for that purpose.
- (am) “Arts incubator” has the meaning given in s. [41.60 \(1\) \(a\)](#).
- (ar) “Authority” means a redevelopment authority.
- (b) “Blighted area” means any of the following:
1. An area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.
 2. An area which by reason of the presence of a substantial number of substandard, slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.
 3. An area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

- (bm)** “Blighted property” means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.
- (c)** “Blight elimination, slum clearance and urban renewal program,” “blight elimination and urban renewal program,” “redevelopment, slum clearance or urban renewal program,” “redevelopment or urban renewal program,” and “redevelopment program,” mean undertakings and activities for the elimination and for the prevention of the development or spread of blighted areas.
- (d)** “Blight elimination, slum clearance and urban renewal project,” “redevelopment and urban renewal project,” “redevelopment or urban renewal project,” “redevelopment project,” “urban renewal project,” and “project” mean undertakings and activities in a project area for the elimination and for the prevention of the development or spread of slums and blight, and may involve clearance and redevelopment in a project area, or rehabilitation or conservation in a project area, or any combination or part of the undertakings and activities in accordance with a “redevelopment plan,” “urban renewal plan,” “redevelopment or urban renewal plan,” “project area plan,” or “redevelopment and urban renewal plan,” either one of which means the redevelopment plan of the project area prepared and approved as provided in sub. (6). These undertakings and activities include all of the following:
1. Acquisition of all or a portion of a blighted area.
 2. Demolition and removal of buildings and improvements.
 3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the project area the objectives of this section in accordance with the redevelopment plan.
 4. Disposition of any property acquired in the project area, including sale, initial leasing or retention by the authority itself, at its fair value for uses in accordance with the redevelopment plan.
 5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the redevelopment plan.
 6. Acquisition of any other real property in the project area where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.
 7. Studying the feasibility of and initial design for an arts incubator, developing and operating an arts incubator, and applying for a grant or loan under s. [41.60](#) in connection with an arts incubator.
 8. Studying the feasibility of an initial design for a technology-based incubator and developing and operating a technology-based incubator.
- (e)** “Bonds” means any bonds, including refunding bonds; notes; interim certificates; certificates of indebtedness; debentures; or other obligations.

- (g) "Local legislative body" means the board of alderpersons, common council, council, commission or other board or body vested by the charter of the city or other law with jurisdiction to enact ordinances or local laws.
- (h) "Project area" means a blighted area which the local legislative body declares to be in need of a blight elimination, slum clearance and urban renewal project.
- (i) "Public body" means the state or any city, county, town, village, town board, commission, authority, district, or any other subdivision or public body of the state.
- (j) "Real property" includes all lands, together with improvements and fixtures, and property of any nature appurtenant to the lands, or used in connection with the lands, and every estate, interest, right and use, legal or equitable, in the lands, including terms for years and liens by way of judgment, mortgage or otherwise.
- (t) "Technology-based incubator" means a facility that provides a new or expanding technically-oriented business with all of the following:
 1. Office and laboratory space.
 2. Shared clerical and other support service.
 3. Managerial and technical assistance.

66.1333(3) (3) REDEVELOPMENT AUTHORITY.

- (a)
 1. It is found and declared that a redevelopment authority, functioning within a city in which there exists blighted areas, constitutes a more effective and efficient means for preventing and eliminating blighted areas in the city and preventing the recurrence of blighted areas. Therefore, there is created in every city with a blighted area a redevelopment authority, to be known as the "redevelopment authority of the city of". An authority is created for the purpose of carrying out blight elimination, slum clearance, and urban renewal programs and projects as set forth in this section, together with all powers necessary or incidental to effect adequate and comprehensive blight elimination, slum clearance and urban renewal programs and projects.
 2. An authority may transact business and exercise any of the powers granted to it in this section following the adoption by the local legislative body of a resolution declaring in substance that there exists within the city a need for blight elimination, slum clearance and urban renewal programs and projects.
 3. Upon the adoption of the resolution by the local legislative body by a two-thirds vote of its members present, a certified copy of the resolution shall be transmitted to the mayor or other head of the city government. Upon receiving the certified copy of the resolution, the mayor or other head of the city government shall, with the confirmation of four-fifths of the local legislative body, appoint 7 residents of the city as commissioners of the authority.
 4. The powers of the authority are vested in the commissioners.
 5. In making appointments of commissioners, the appointing power shall give due consideration to the general interest of the appointee in a redevelopment, slum clearance or urban renewal program and shall, insofar as is possible, designate representatives from the general public, labor, industry, finance or business group, and civic organizations. Appointees shall have sufficient ability and experience in related fields, especially in the fields of finance and management, to assure efficiency in the redevelopment program, its planning and direction. One of the 7 commissioners shall be a member of the local legislative body. No more than 2 of the commissioners may be officers of the city in which the authority is created.
 6. Commissioners shall receive their actual and necessary expenses, including local traveling expenses incurred in the discharge of their duties.
- (b) The commissioners who are first appointed shall be designated by the appointing power to serve for the following terms: 2 for one year, 2 for 2 years, one for 3 years, one for 4 years, and one for 5 years, from the date of their appointment. After the first appointments, the term of office is 5 years. A commissioner

holds office until a successor is appointed and qualified. Removal of a commissioner is governed by s. [66.1201](#). Vacancies and new appointments are filled in the manner provided in par. [\(a\)](#).

(c) The filing of a certified copy of the resolution adopted under par. [\(a\)](#) with the city clerk is prima facie evidence of the authority's right to proceed, and the resolution is not subject to challenge because of any technicality. In any suit, action or proceeding commenced against the authority, a certified copy of the resolution is conclusive evidence that the authority is established and authorized to transact business and exercise its powers under this section.

(d) Following the adoption of a resolution, under par. [\(a\)](#), a city is precluded from exercising the powers provided in s. [66.1331 \(4\)](#), and the authority may proceed to carry on the blight elimination, slum clearance and urban renewal projects in the city, except that the city is not precluded from applying, accepting and contracting for federal grants, advances and loans under the housing and community development act of 1974 (P.L. [93-383](#)).

(e)

1. An authority has no power in connection with any public housing project.

2. Persons otherwise entitled to any right, benefit, facility, or privilege under this section may not be denied the right, benefit, facility, or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, sexual orientation, status as a victim of domestic abuse, sexual assault, or stalking, as defined in s. [106.50 \(1m\) \(u\)](#), or national origin.

(f) An authority is an independent, separate and distinct public body and a body corporate and politic, exercising public powers determined to be necessary by the state to protect and promote the health, safety and morals of its residents, and may take title to real and personal property in its own name. The authority may proceed with the acquisition of property by eminent domain under ch. [32](#), or any other law relating specifically to eminent domain procedures of redevelopment authorities.

(g) An authority may employ personnel as required to perform its duties and responsibilities under civil service. The authority may appoint an executive director whose qualifications are determined by the authority. The director shall act as secretary of the authority and has the duties, powers and responsibilities delegated by the authority. All of the employees, including the director of the authority, may participate in the same pension system, health and life insurance programs and deferred compensation programs provided for city employees and are eligible for any other benefits provided to city employees.

(5) POWERS OF REDEVELOPMENT AUTHORITIES.

(a) An authority may exercise all powers necessary or incidental to carry out and effectuate the purposes of this section, including the power to do all of the following:

1. Prepare redevelopment plans and urban renewal plans and undertake and carry out redevelopment and urban renewal projects within the corporate limits of the city in which it functions.

2. Enter into any contracts determined by the authority to be necessary to effectuate the purposes of this section. All contracts, other than those for personal or professional services, in excess of \$25,000 are subject to bid and shall be awarded to the lowest qualified and competent bidder. The authority may reject any bid required under this paragraph. The authority shall advertise for bids by a class 2 notice, under ch. [985](#), published in the city in which the project is to be developed. If the estimated cost of a contract, other than a contract for personal or professional services, is between \$3,000 and \$25,000, the authority shall give a class 2 notice, under ch. [985](#), of the proposed work before the contract is entered into.

3. Within the boundaries of the city, acquire by purchase, lease, eminent domain, or otherwise, any real or personal property or any interest in the property, together with any improvements on the property, necessary or incidental to a redevelopment or urban renewal project; hold, improve, clear or prepare for redevelopment or urban renewal any of the property; sell, lease, subdivide, retain or make available the property for the city's use; mortgage or otherwise encumber or dispose of any of the property or any interest in the property; enter into contracts with redevelopers of property containing covenants, restrictions and conditions regarding the use of the property in accordance with a redevelopment or urban

renewal plan, and other covenants, restrictions and conditions that the authority considers necessary to prevent a recurrence of blighted areas or to effectuate the purposes of this section; make any restrictions, conditions or covenants running with the land and provide appropriate remedies for their breach; arrange or contract for the furnishing of services, privileges, works or facilities for, or in connection with a project; temporarily operate and maintain real property acquired by it in a project area for or in connection with a project pending the disposition of the property for uses and purposes that may be deemed desirable even though not in conformity with the redevelopment plan for the area; within the boundaries of the city, enter into any building or property in any project area in order to make inspections, surveys, appraisals, soundings or test borings, and obtain a court order for this purpose if entry is denied or resisted; own and hold property and insure or provide for the insurance of any real or personal property or any of its operations against any risks or hazards, including paying premiums on any insurance; invest any project funds held in reserves or sinking funds or the funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control; redeem its bonds issued under this section at the redemption price established in the bonds or purchase the bonds at less than redemption price, all bonds so redeemed or purchased to be canceled; develop, test and report methods and techniques, and carry out demonstrations and other activities, for the prevention and elimination of slums and blight; and disseminate blight elimination, slum clearance and urban renewal information.

4.

- a.** Borrow money and issue bonds; execute notes, debentures, and other forms of indebtedness; apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the city in which it functions, from the federal government, the state, county, or other public body, or from any sources, public or private for the purposes of this section, and give such security as may be required and enter into and carry out contracts or agreements in connection with the security; and include in any contract for financial assistance with the federal government for or with respect to blight elimination and slum clearance and urban renewal such conditions imposed pursuant to federal laws as the authority considers reasonable and appropriate and that are not inconsistent with the purposes of this section.
- b.** Any debt or obligation of the authority is not the debt or obligation of the city, county, state or any other governmental authority other than the redevelopment authority itself.
- c.** Issue bonds to finance its activities under this section, including the payment of principal and interest upon any advances for surveys and plans, and issue refunding bonds for the payment or retirement of bonds previously issued by it. Bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the authority derived from or held in connection with its undertaking and carrying out of projects or activities under this section. Payment of the bonds, both as to principal and interest, may be further secured by a pledge of any loan, grant or contribution from the federal government or other source, in aid of any projects or activities of the authority under this section, and by a mortgage of all or a part of the projects or activities. Bonds issued under this section are not an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction of the state, city or of any public body other than the authority issuing the bonds, and are not subject to any other law or charter relating to the authorization, issuance or sale of bonds. Bonds issued under this section are declared to be issued for an essential public and governmental purpose and, together with interest and income, are exempt from all taxes. Bonds issued under this section shall be authorized by resolution of the authority, may be issued in one or more series and shall bear a date, be payable upon demand or mature at a time, bear interest at a rate, be in a denomination, be in a form either with or without coupon or registered, carry conversion or registration privileges, have rank or priority, be payable in a medium of payment, at a place, and be subject to terms of redemption, with or without premium, be secured in a manner, and have other characteristics, as provided by the resolution, trust indenture or mortgage issued pursuant to the transaction. Bonds issued under this section shall be executed as provided in s. [67.08 \(1\)](#) and may be registered under s. [67.09](#). The bonds may be sold or exchanged at public sale or by private negotiation with bond underwriters as the authority provides. The bonds may be sold or

exchanged at any price that the authority determines. If sold or exchanged at public sale, the sale shall be held after a class 2 notice, under ch. [985](#), published before the sale in a newspaper having general circulation in the city and in any other medium of publication that the authority determines. Bonds may be sold to the federal government at private sale, without publication of any notice, at not less than par, and, if less than all of the authorized principal amount of the bonds is sold to the federal government, the balance may be sold at private sale at not less than par at an interest cost to the authority that does not exceed the interest cost to the authority of the portion of the bonds sold to the federal government. Any provision of law to the contrary notwithstanding, any bonds issued under this section are fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any bond issued under this section or the security for any bond, any bond reciting in substance that it has been issued by the authority in connection with a project or activity under this section is deemed to have been issued for that purpose and the project or activity is deemed to have been planned, located and carried out in accordance with this section.

5. Establish a procedure for preservation of the records of the authority by the use of microfilm, another reproductive device, optical imaging, or electronic formatting, if authorized under s. [19.21 \(4\) \(c\)](#). The procedure shall assure that copies of the records that are open to public inspection continue to be available to members of the public requesting them. A photographic reproduction of a record or copy of a record generated from optical disc or electronic storage is deemed the same as an original record for all purposes if it meets the applicable standards established in ss. [16.61](#) and [16.612](#).
6. Authorize the chairperson of the authority or the vice chairperson in the absence of the chairperson, selected by vote of the commissioners, and the executive director or the assistant director in the absence of the executive director to execute on behalf of the authority all contracts, notes and other forms of obligation when authorized by at least 4 of the commissioners of the authority to do so.
7. Commence actions in its own name. The authority shall be sued in the name of the authority. The authority shall have an official seal.
8. Exercise other powers that may be required or necessary to effectuate the purposes of this section.
9. Exercise any powers of a housing authority under s. [66.1201](#) if done in concert with a housing authority under a contract under s. [66.0301](#).

SUBJECT: Approve the 2019 Council and Committee of the Whole Meeting Calendar VOICE

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor, Administrator

EXHIBITS: 1. 2019 Calendar Council

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

As discussed at the December 11, 2018 Council meeting, the Mayor and Administrator asked for additional meeting dates within the final months of the year. One additional meeting has been added in November with plans to not hold a Committee of the Whole, to allow for end of the year business to be discussed.

Also, Councilpersons requested additional dates for budget review and work sessions. A date in September has been added for possible review and/or discussion, but adding earlier dates will remain optional and to be determined.

The updated proposed Council Calendar for 2019 includes consideration of the following dates:

- Council meetings held second and last Tuesdays of the month, per ordinance unless otherwise noted
- Reorganizational meeting in April on the third Tuesday, per Wisconsin Statute
- One retreat in early May
- Budget work sessions tentatively scheduled in September and October

There are 22 Regular Council Meeting dates notes on the 2019 Proposed Calendar, including the April 16, 2019 Reorganizational Meeting and the November 19, 2019 Public Hearing Meeting.

It is recommended that Council approve the meeting calendar for 2019.

2019 City Council Meeting Calendar

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City Council Meetings

21 Regular meetings

Plan Commission Meetings

Budget Worksessions

Oct 3 & 17

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Budget Hearing

Tu Nov 12

Election Dates

Feb 19 & Apr 2

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

City Hall Closed

Council Reorganization Mtng

Tu Apr 16

Proposed Council Retreat

Th May 2

SUBJECT: Approve a Resolution to Set a Public Hearing Date for the Vacation of Undeveloped Public Right-of-Way Adjacent to Lots 14 through 16, and Lots 19 through 20, in Block 8 of Commercial Addition of the City of Ashland, Wisconsin VOICE

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development, Public Works

EXHIBITS:

1. Proposed Resolution
2. Full ROW Vacation Map 3801 Lake Park Rd

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

This is a postponement of a resolution previously approved by Common Council to hold the Public Hearing on January 8, 2019. Per Wisconsin state statutes, the City Council is required to set the public hearing date for all rights-of-way discontinuance/vacation with a resolution identifying the City's intention to discontinue the rights-of-way at least 40 days prior to the public hearing. The Plan Commission will review this item at their February 5, 2019 meeting and provide a recommendation for Council to consider along with any public comments received at the Common Council Public Hearing on February 26, 2019.

The Planning and Development department recommend Council approve a resolution to set a public hearing for February 26, 2019 for the vacation of undeveloped public right-of-way adjacent to Lots 14 through 16, and Lots 19 through 20, in Block 8 of Commercial Addition of the City of Ashland, Wisconsin.

RESOLUTION

No. _____

RESOLUTION TO SET A PUBLIC HEARING DATE FOR THE VACATION OF UNDEVELOPED PUBLIC RIGHT-OF-WAY ADJACENT TO LOTS 14 THROUGH 16, AND LOTS 19 THROUGH 20, IN BLOCK 8 OF COMMERCIAL ADDITION OF THE CITY OF ASHLAND, WISCONSIN

WHEREAS, the Common Council of the City of Ashland has received a request to vacate a portion of undeveloped right-of-way located within the City, legally described as follows:

- Undeveloped public right-of-way adjacent to Lots 14 through 16, and Lots 19 through 20, in Block 8 of Commercial Addition of the City of Ashland, Wisconsin; and

WHEREAS, the Common Council of the City of Ashland wishes to gather public input to determine if it is in the best interests of the City to vacate the above mentioned right-of-way, with the exception of any needed easements for public utilities and access to public utilities, including but not limited to water, sewer, electric and natural gas utilities, which interests are specifically reserved by and for the benefit of the City of Ashland and any other public utility; and,

WHEREAS, the Planning Commission will consider this matter at their February 5, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland hereby sets a Public Hearing in compliance with Wisconsin State Statute 66.1003 for the presentation and discussion of the above mentioned undeveloped right-of-way vacation for Tuesday, February 26, 2019 at 5:30 p.m. in the Ashland City Hall Council Chambers.

Councilperson

PASSED: January 8, 2018

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

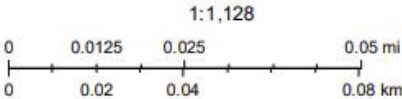
3801 Lake Park Rd ROW Vacation Request



11/8/2018, 3:12:41 PM



Proposed undeveloped right-of-way to vacate
Applicant: Swansons at 3801 Lake Park Rd



City of Ashland Public Works Department, GIS Division
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Department of Public Works Engineering
Copyright 2018 City of Ashland

SUBJECT: Approve an Agreement by and between the City of Ashland and Town of Sanborn for Fire Protection and Emergency Medical Services VOICE

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor, City Administrator, City Attorney, Fire Chief

EXHIBITS: 1. Sanborn EMS Agreement -2019

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: The Mayor has consented to placement of this agenda item on the Council agenda due to timely action needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The City has been providing fire and ambulance (emergency medical) services to the City and several surrounding towns for some time. Currently, the City has contracts to provide firefighting services to the Towns of Gingles, Eileen, and Pilsen. The City is also contracted to provide ambulance services to the Towns of Gingles, Eileen, Pilsen, and White River. The City's contract with the Town of Sanborn expired on December 31, 2018.

Similar terms have been negotiated with the Town of Sanborn that are consistent with those established for those townships that have ten year agreements with the City: annual fee based on population served, and 1.5% fee increases from year to year.

The Town of Sanborn has approved the 2019 agreement with the City of Ashland to continue fire protection

and emergency medical services through 2020.

The City Administrator is recommending approval.

AGREEMENT BY AND BETWEEN
THE CITY OF ASHLAND AND
TOWN OF SANBORN
FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Sanborn, Ashland County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2019.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide fire protection and emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the fire protection services as required under Section 60.55, Wisconsin Statutes, and emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating and capital expenses for fire protection services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss fire service or emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2
CITY COVENANTS

2.1 Fire Protection Services to be provided. The City agrees to make specified Fire Protection Services and Emergency Medical Services available to the Town that will include:

- a. Fire Suppression (Structural and Wildland);
- b. Fire Code Management (Semi-annual Fire Inspections of Department of Commerce categorized structures);
- c. Hazardous Material Release Spill Response.

2.2 Emergency Medical Services to be provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT - Paramedic.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bona fide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3
TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for fire protection services and emergency medical services in accordance with the terms of this Agreement; and
- b. Assign to the City the Town's annual 2% dues allocation provided by the State for fire inspections no later than June 30th annually; and
- c. Carry out its obligations as required by this Agreement.

ARTICLE 4
ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chiefs attention.

ARTICLE 5
TERM, RENEWAL AND TERMINATION

5.1 Term. The term of this Agreement shall be for a period of one year commencing at 12:01 a.m. on January 1, 2019 and terminating at midnight on December 31, 2019.

5.2 Renewal. In the event that this contract continues for a one year time period, the annual charge for fire services and emergency services will be increased by 1.5% above the 2019 annual payment rate noted in section 6.1.

5.3 Termination. The City of Ashland understands that this agreement covers only a one (1) year term. However, if the Town of Sanborn determines that a continuation of a contractual arrangement will not go beyond the one (1) year term covered in this agreement, the City of Ashland would like written notification at least three (3) months in advance describing the Town of Sanborn's intent to either extend the agreement beyond 2019 or terminate this agreement on December 31, 2019.

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Fire Service and Emergency Medical Services Charges. The annual charges to be paid by the Town for fire services and emergency medical services are as follows:

2019 Contract Year - \$ 135,090

6.2 Annual Payments to the City. All payments owed the City by the Town for fire services and emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle extrication, silo extrication, search and rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not,

by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 1. Are not configured to a proper width to permit passage by emergency vehicles;
 2. Do not have necessary clearances for passage of emergency vehicles;
 3. Do not have supporting structures such as bridges or culverts of satisfactory strength to support passage of emergency vehicles;
 4. Are not provided with turnarounds; or,
 5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES AND SIGNAGE

10.1. Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. Ten (10) complete and accurate lists showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2. Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

11.7 Other Cooperative Efforts. The City of Ashland and the Bad River Ambulance Service are committed to working cooperatively to develop a mentorship program whereby City of Ashland staff will assist with the development of Bad River EMS staff during the startup of the Bad River Ambulance Service. In addition, both parties mutually agree that the development of a billing agreement that considers the combined and individual efforts of the City of Ashland and Bad River Ambulance Service that is mutually beneficial is in the best interest of all concerned. To that end, the City of Ashland and Bad River EMS agree to develop an addendum to this Agreement no later than January 31, 2019 to include a

mentorship program and intercept agreement.

IN WITNESS WHEREOF, THE TOWN OF SANBORN has caused this agreement to be signed by _____, its Chairman and attested to by _____, its Town Clerk this _____ day of _____, 2019.

Chairman

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be signed by Debra S. Lewis, its Mayor, and attested to by Denise Oliphant, its City Clerk, and Barbara Clement, its Comptroller, this _____ day of _____, 2019

Debra S. Lewis, Mayor

Denise Oliphant, Clerk

Barbara Clement, Comptroller

Approved to form;

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Purchase an Indoor Playground from Soft Play, LLC for the Bretting Community Center Game Room ROLL

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Finance Department

EXHIBITS:

1. Proposal to Soft Play, April 19, 2018
2. Purchase Agreement

EXPENDITURES REQUIRED:

- \$ 51,489.00 Playground Equipment
- \$ 3,000.00 Renovation of the Game room/Director's Office
- \$ 54,489.00 Total

AMOUNT BUDGETED: \$ 55,000 Private Donations

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 4, 2019, that Soft Play, LLC, is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The Parks and Recreation Department is seeking approval from the City Council to approve the purchase of an indoor playground to be installed at the Bretting Community Center in the game room.

Two private donors, plus a generous donation for the Ashland Rotary Club have made this improvement to the BCC possible. Installation of the equipment is scheduled to take place the first week in February and a grand opening ceremony will take place at the Community Play Day event on March 30, 2019 from 10am-2pm at the BCC.



DESIGN FOR FUN, JUST FOR YOU

ASHLAND PARKS AND RECREATION
SARA HUDSON

400 4TH AVE W
ASHLAND, WI 54806

P30985A
APRIL 19, 2018



PLAY EXPERIENCE

CONCEPT DEVELOPMENT

KIDS

Discovery & Surprise
Challenge & Adventure
Fun & Active Play



PLAY

PLAYGROUND OWNER

Worryfree &
Low Maintenance
Compliance with
Local Regulations
Family Magnet

PARENTS/CAREGIVERS

Openness & Visibility
Cleanliness & Safety
Active Entertainment



This Soft Play® design creates a memorable experience and endless play opportunities to make your destination an attraction families will come back to time and time again.





PLAY DETAILS

Play Capacity

54 children

Playground Footprint

36'0" (10.97m)

16'2 1/4" (4.93m)

Play Equipment Height

8'3" 1/2" (2.53m)

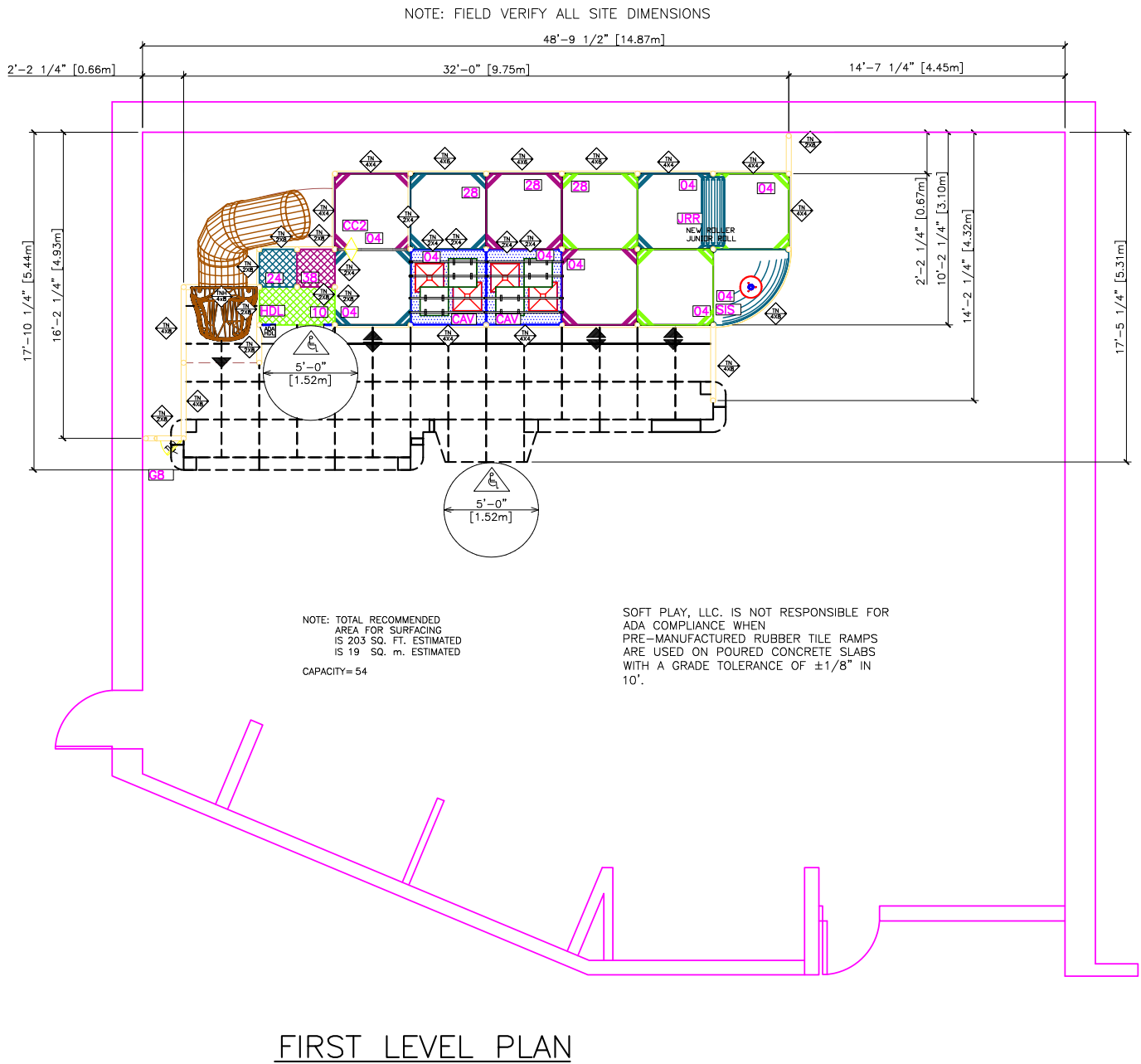
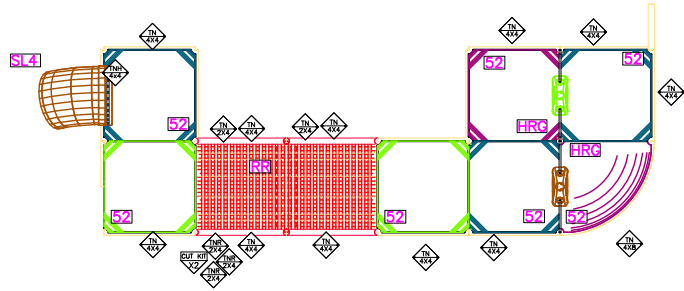
Recommended Surfacing

203 SQ FT.

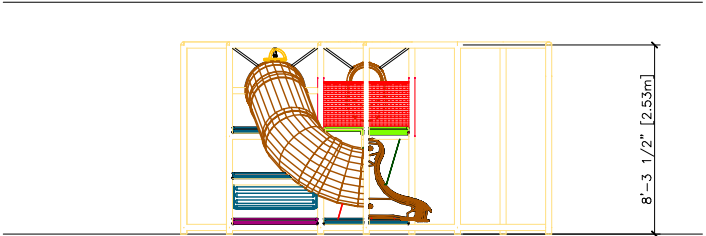
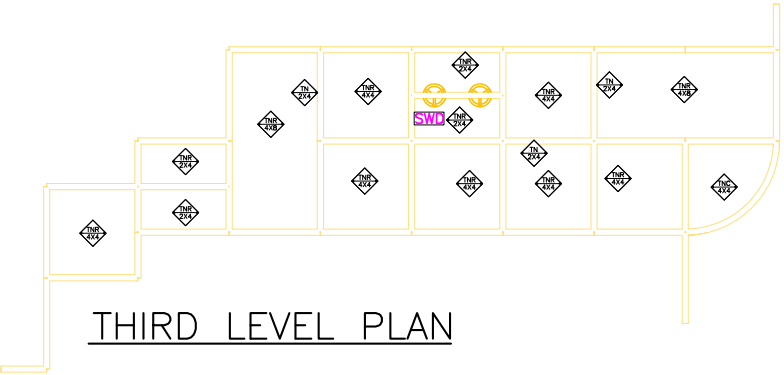
19 SQ M.



SECOND LEVEL PLAN



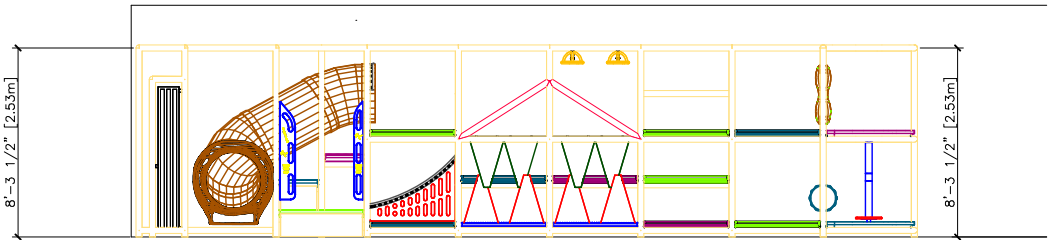
THIRD LEVEL PLAN



SIDE ELEVATION

VERIFY SPRINKLER & OR HVAC DUCT WORK IN UNIT AREA BEFORE INSTALLATION.

VERIFY CEILING HEIGHT @ 10'-2" [3.10m]



FRONT ELEVATION

FEATURE COMPONENTS

- | | |
|-----|-------------------|
| CAV | CAVE CRAWL |
| CC2 | CRISS CROSS 2 |
| G8 | GATE |
| HDL | ADA CAUTION PANEL |
| HRG | HOVER RING |
| JRR | JUNIOR ROLL |
| KC2 | KID CONVEYOR 2 |
| PGO | POGO POWER |
| PR | PYRAMID RUN |
| SIS | SIT-N-SPIN |
| SL4 | SLIDE, 4 FOOT |
| SWD | SKYWHEEL-DOUBLE |

NOT FOR CONSTRUCTION

PRELIMINARY DESIGN

DRAWING FOR APPROVAL OF LAYOUT ONLY. DESIGN IS SUBJECT TO CHANGE BASED ON ENGINEERING AND ACTUAL SITE CONDITIONS.

OWNER TO VERIFY ALL EXISTING AND PROPOSED SITE CONDITIONS BEFORE INSTALLATION OF ANY SOFT PLAY, LLC. PLAY EQUIPMENT CAN BEGIN.



SOFT PLAY, LLC. 1515 VANDYKE DRIVE, SUITE 100, HUNTERSVILLE, IN 46031-1000. PHONE: 765.835.6550. FAX: 765.835.6561. EMAIL: SALES@SOFTPLAYLLC.COM. WEBSITE: WWW.SOFTPLAYLLC.COM

SOFT PLAY, LLC. 1515 VANDYKE DRIVE, SUITE 100, HUNTERSVILLE, IN 46031-1000. PHONE: 765.835.6550. FAX: 765.835.6561. EMAIL: SALES@SOFTPLAYLLC.COM. WEBSITE: WWW.SOFTPLAYLLC.COM

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PANEL DESIGNATIONS		
GENERAL + TUFF NET		
MATERIAL	DESCRIPTION	SIZE
		COLOR
MXB	4X4	COLOR (if variable)
ABBREVIATIONS		
LC	CLEAR LEXAN	
M	MESH	
MB	MOLDED BARRIER PANEL (4X8)	
MR	MIRROR	
X72K	PLATFORM STEP FILLER, KICKPL.	
X70	PLATFORM STEP FILLER, NET	
8	KICK PLATE 8"x20"	
12	KICK PLATE 12"x20"	
12+	KICK PLATE 12"x44"	
TN	TuffNet®	
TNR	TuffNet® ROOF PANEL	
TNH	TuffNet® with HOLE	
TNC	TuffNet above rounded decks	
TN64.5	TuffNet® DIAGONAL	
XL	TuffNet® EDGE ATTACHMENT	
X68	TuffNet® PLATFORM ATT. w/Edge	
X634	TuffNet® PLATFORM ATT. w/out	
TSB	TRIPLE SLIDE TuffNet® PANEL	
XX77	EXTRUDED PAD ASSEMBLY 360°	
X00	EXTRUDED PAD ASSEMBLY 180°	
X1	CUT KIT 1x1	
X2	CUT KIT 2x1	

REVISIONS

REQUIRED MINIMUM use zone for approved impact attenuating surfacing includes area from perimeter of SOFT PLAY unit to dashed line.

Sneaker Keeper. Final location as indicated by design.

Locked cleaning entry with zipper (size).

Entry/Exit Point.

ADA Wheelchair turning area. Domestic.

Wheelchair parking area. U.S.A.

Indicates existing component to be reused in Replay units.

Interior netting barriers

SOFT PLAY CONSTRUCTION

Intent of drawings is to show location of equipment to be provided by SOFT PLAY, LLC. All site dimensions and minimum safety clearances pertaining to the SOFT PLAY equipment MUST BE VERIFIED before installation.

Concrete Slab to be a minimum of 4" thick. Tree Supported systems or other that may require greater depth will be noted on the site plan.

Unit to be anchored per Soft Play engineering standards 80143 unless otherwise noted by engineer on record.

Slope of concrete slab supporting unit shall not exceed 1/4" per foot.

Verify size, location and clearances of all equipment other than that provided by SOFT PLAY, LLC.

INDOOR INSTALLATIONS

Indoor sites must have a minimum opening of 48" x 72".

Units with a TALL ROCKET CONE must have a minimum opening of 78" x 78".

Units with a PLAYBAY must have a minimum opening of 90" x 90".

DISCLAIMER OF LIABILITY

SOFT PLAY, L.L.C. CONFIRMS THAT THE PLACEMENT AND CONFIGURATION OF SOFT PLAY EQUIPMENT ONLY, AS DEPICTED ON THIS DRAWING, COMPLIES WITH THE USE ZONE REQUIREMENTS OF ASTM F 1918 AND OTHER APPLICABLE GUIDELINES. SOFT PLAY IS UNABLE TO VERIFY THE COMPLIANCE OF ANY ON-SITE CONFIGURATION AND/OR PLACEMENT OF NON-SOFT PLAY PRODUCTS, AND THEREFORE, SPECIFICALLY DISCLAIMS, REJECTS, AND DENIES RESPONSIBILITY AND/OR LIABILITY FOR ANY SUCH ON-SITE PLACEMENT OR CONFIGURATION OF NON-SOFT PLAY PRODUCTS. IT SHALL BE THE RESPONSIBILITY OF THE NON-SOFT PLAY PRODUCT VENDOR AND/OR THE OWNER/OPERATOR TO ENSURE COMPLIANCE WITH THE USE ZONE REQUIREMENTS OF ASTM F 1918 AND OTHER GUIDELINES AS TO ALL NON-SOFT PLAY PRODUCTS.

SITE VERIFICATION

UNIT TYPE: CUSTOM

PLEASE SIGN, COPY AND FAX THIS PORTION TO INDICATE THAT ALL MEASUREMENTS, DISTANCES AND CLEARANCES ARE CORRECT AS SHOWN ON THIS DRAWING. ANY OBSTRUCTIONS NOT SHOWN MUST BE IDENTIFIED FROM ACTUAL SITE. CORRECTIONS MUST BE MADE ON THIS COPY AND RETURNED TO THE OFFICE OF SOFTPLAY, L.L.C. FOR APPROVAL PRIOR TO MANUFACTURING OF THE UNIT.

REGION MANAGER:

DATE:

OWNER/OPERATOR:

DATE:

SOFT PLAY, LLC
1515 VANDYKE DRIVE,
SUITE 100
HUNTERSVILLE, IN 46031-1000
765-835-6550
765-835-6561
SALES@SOFTPLAYLLC.COM
WWW.SOFTPLAYLLC.COM

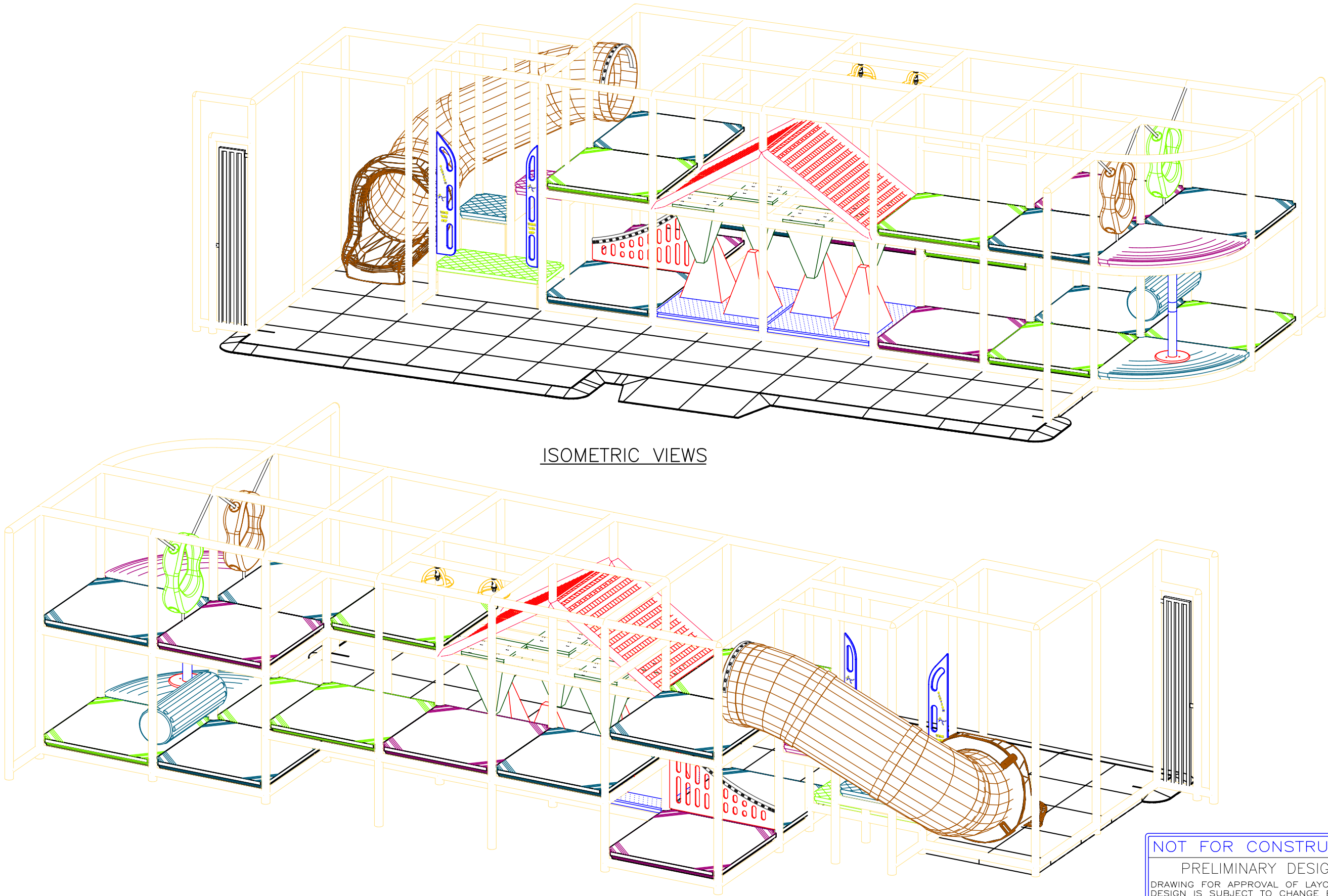
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REVISIONS

LETTER | DATE | NAME

A | 04/19/18 | SA

MODIFY UNIT



ISOMETRIC VIEWS

PANEL DESIGNATIONS
GENERAL + TUFF NET
VANDAL RESISTANT
MATERIAL DESCRIPTION
SIZE COLOR
4X4 COLOR
(if variable)

SIZE
ABBREVIATIONS

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LETTER DATE NAME
A 04/19/18 SA
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 - Slope of concrete slab supporting unit shall not exceed 1/4" per foot.
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UNIT TYPE: CUSTOM

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REGION MANAGER:
DATE:
OWNER/OPERATER:
DATE:

soft play
SOFT PLAY, LLC
11515 VANDORY DRIVE
SUITE 100
HUNTERSVILLE, IN 46031
704-875-6550
FAX 875-6561
CA-LIC#793099

ALL DESIGN, CONSTRUCTION, AND INSTALLATION OF SOFT PLAY EQUIPMENT IS THE PROPERTY OF SOFT PLAY, LLC. NO PART OF THIS DRAWING OR EQUIPMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SOFT PLAY, LLC. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND NOTIFY THE OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS BEFORE A PROPOSAL CAN BECOME A JOB.

REVISIONS
LETTER DATE NAME
A 04/19/18 SA
MODIFY UNIT

ASHLAND PARKS AND RECREATION
PROJECT: ASHLAND PARKS AND RECREATION
ADDRESS: 400 4TH AVE W
CITY, STATE: ASHLAND, WI 54806
CLIENT: SARA HUDSON

DATE: 03/22/18
SCALE: NTS
DRAWN: BE
CHECKED:
UNIT TYPE: CUSTOM
PROPOSAL: P30985A
JOB:
SHEET 2 OF 2 SHEETS

FEATURED PLAY

Soft Play systems are designed to promote active, inclusive, age-appropriate play that challenges physical, social, cognitive and decision-making skills in children of all ages and abilities.

Look for these symbols to see how each of our play experiences helps move bodies, minds and imaginations:



IMAGINATION

stimulates creativity to keep the mind as active as the body



ACTIVE

gets arms, legs, hearts and lungs working



EXCLUSIVE

play events that are exclusive to Soft Play



SENSORY

involves sights, sounds and touch as you play



SOCIAL

encourages kids to play cooperatively



INCLUSIVE

enables kids of all abilities to play



KID CONVEYOR

Fun is on a roll as kids use hand strength to pull themselves over rolling logs.



CURVED SLIDE

These "L-" or "J-" shaped slides add a classic twist to any playground.



CRISS-CROSS

This high-step staggered obstacle is a hurdle kids will love getting over.



SKYWHEEL

Kids will love taking a spin on this challenging hand-over-hand course with a twist.



SIT-N-SPIN

Kids will love giving this heavy-duty version of the at-home kids' classic a whirl.



HOVER RING

This uniquely shaped, suspended ring is fun for kids to crawl through and hang out.





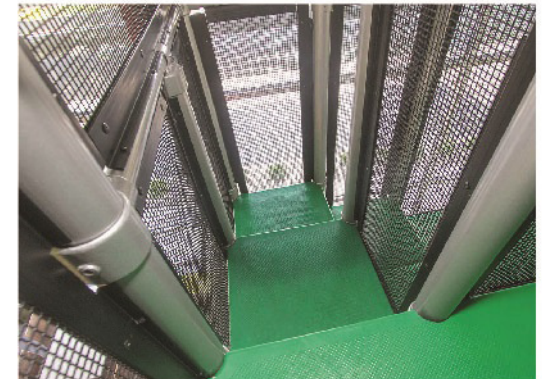
CAVE CRAWL

Soft foam and vinyl stalagmites and stalactites make this cave adventure safe and fun.



PYRAMID RUN

Crawling over these webbed slopes helps kids discover that this pyramid's secret is fun.



2X2 PLATFORM CLIMB

These 2' x 2' platforms make it easy for kids to take the fun all the way to the top.





WHY SOFT PLAY?



MANUFACTURING FACILITY

IN MONETT, MISSOURI

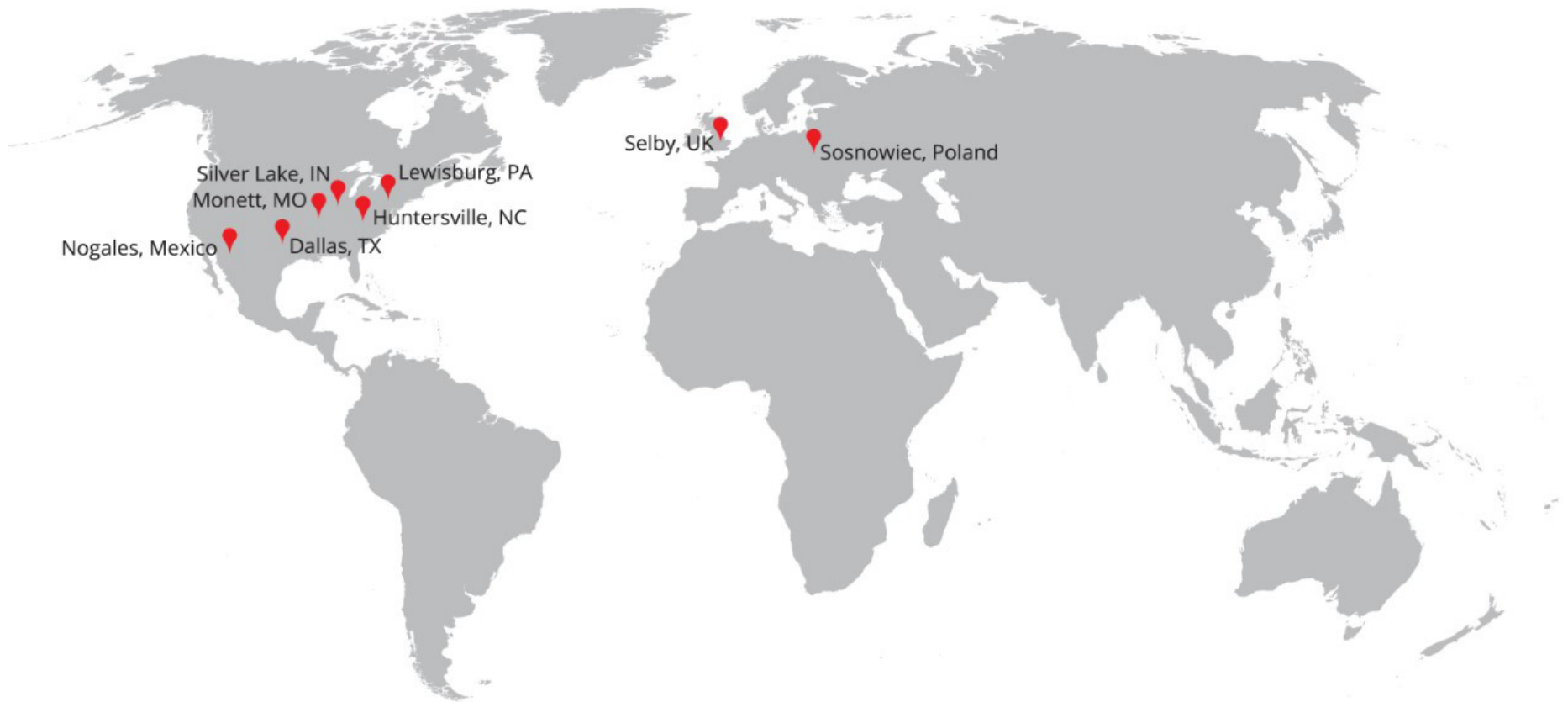
33+ years of service

25,000+ INSTALLS

Soft Play is a proven global leader in the contained play industry. We bring more than 30 years of experience and industry knowledge that is unmatched. Through unique play designs, a passion for quality and safety, and the uncompromising commitment to our clients' success, we build play spaces that attract and engage families day after day.

OUR GLOBAL MANUFACTURING FOOTPRINT

Soft Play is a division of PlayPower, Inc., one of the largest playground and recreation companies in the world. The PlayPower family of brands has hundreds of years of combined experience bringing play and recreation to life.





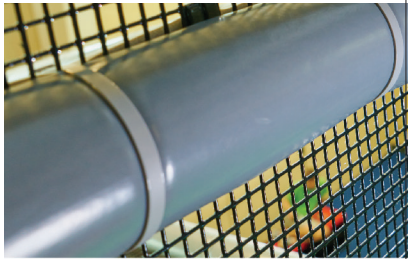
OUR DIFFERENCE IS YOUR ADVANTAGE

As a global leader in the play industry for more than 33 years, Soft Play combines innovation with performance, delivers superior quality and safety, represents a lasting value and has little impact on the environment. Our products are made to meet or exceed industry quality, safety and environmental standards, including::

- ISO 9001-2000
- ISO 14001
- OHSAS 18001
- ASTM 1918
- Consumer Product Safety Improvement Act

HIGH QUALITY MATERIALS

Designed for durability, cleanability and visibility

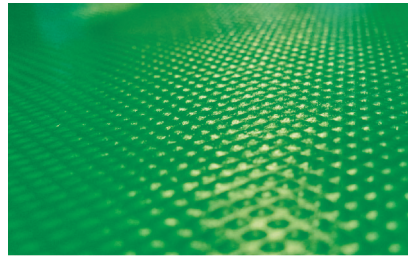


TuffSkin Post Pad

Durable, lightweight, affordable polyethylene padding

Increases resistance to the elements

Provides safer play for kids



Rotational Molded Deck Systems

Provide greater durability and longer life

Modernize the structure's appearance

Add the sensory benefit of textured surfaces



TuffNet™

Improves visibility and the structure's appearance

Durable and maintenance free

Resistant to vandalism and tearing

Talk to a Soft Play sales representative for more detailed information about our materials.



Proposal

Soft Play, L.L.C.
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
USA

main: 704.875.6550
fax: 704.875.6561
800.782.PLAY (7529)
www.softplay.com

Project:

Ashland Parks and Recreation
400 4th Ave W
Ashland, WI 54806

Date:

April 23, 2018

Submitted To:

Sara Hudson
400 4th Ave W
Ashland, WI 54806

Proposal Number:

P30985A

Contractor License #:

We submit herewith, for your review and approval, the following drawings and cost projections for the products listed below. These prices are valid for 60 days from the proposal date. Our terms and conditions for payment are 50% at the date of proposal acceptance and the remaining 50% prior to shipment. The remaining 50%, as an alternative, may be secured by an Irrevocable Letter of Credit that will be due and payable upon completion of the project.

Description		Price
Unit: Custom 2" Unit	Retail Price \$45,812.00	\$38,940.00
Features:		
Pyramid Run	4-ft Slide	
Criss Cross	Junior Roll	
Pogo Power	Hover Ring	
Sky Wheels	and MORE!!!	
Installation		\$9,560.00
Surfacing (safety tile surfacing)		\$5,106.00
Shipping and Handling		\$2,989.00
Sales Tax (estimated)		<i>Assumed Exempt</i>
Total		\$56,595.00

Installation pricing covers install of Soft Play-supplied products only, unless otherwise specified in writing.

Please verify these plans and call me for any revisions, changes or assistance in proceeding with this project. Thorough customer review and pre-approval of proposals and designs is essential to accomplishing accurate production, delivery and construction of Soft Play equipment. The customer must review and pre-approve site plans, designs and renderings in order to ensure that the proposed equipment satisfies the customer's requirements, fits within the customer's space, and complies with the customer's color selections. It is recommended that the customer's architect and/or general contractor review all critical dimensions. Color samples can be provided upon request. Subsequent to customer approval, Soft Play, LLC is not responsible for redesign of the play system or additional parts and labor to alleviate play system interference with customer's building structure and mechanics, or to accommodate additional or altered access or egress around the system. Additionally, Soft Play, LLC will not be responsible for color changes that differ from the proposal renderings.

Approval:

I hereby acknowledge and agree that: I have reviewed proposal number _____ dated _____ (attached hereto); I and/or my authorized representatives have reviewed the dimensions of the site in conjunction with the dimensions and footprint of the proposed Soft Play equipment; and I have reviewed all color selections. I hereby approve the proposal, design, site plan, and colors. Additionally, I hereby acknowledge and agree to the terms and conditions contained in the Purchase Agreement.

Owner Operator: _____

Printed Name: _____

Date: _____

Sales Representative: Jessica Clark

Project Manager:

Nolan Walker



Soft Play, L.L.C.
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
USA

main: 704.875.6550
fax: 704.875.6561
800.782.PLAY (7529)
www.softplay.com

Purchase Agreement

State of North Carolina
County of Mecklenburg

THIS AGREEMENT, made and entered into by and between SOFT PLAY, L.L.C., a Delaware Limited Liability Company, "Seller" and;
Sara Hudson
Date: 4/23/2018

400 4th Ave W, (715) 682-7059

Ashland, WI 54806

Hereinafter called "Buyer".

I. SALE OF GOODS

Seller shall sell to Buyer, and Buyer shall purchase from Seller a system of play elements or materials designed by Seller, which are identified in this contract under "Description of Materials and Services".

II. SHIPMENT AND INSTALLATION

The Play Unit will be shipped by Seller, in time for installation to commence on or about **To Be Determined**.

Buyer will prepare a suitable site to Seller's specifications for installation of the Play Unit. Warehousing of materials due to delays caused by Buyer shall be paid for by Buyer. Seller will install the Play Unit on the site prepared by the Buyer. The estimated time for installation of the Play Unit shall be 10 "work days." Installation is contracted by the job, not by the number of hours or days. If there is no change to the scope of work, and no delays, there is no increase in cost if installation goes past the number of estimated days. Additionally, there is no discount if installation completes early.

III. RECEIPT AND STORAGE OF MATERIALS

It shall be the responsibility of the Seller to unload all materials and the responsibility of the Buyer to provide for the security of same at the construction site.

IV. SALE PRICE/TERMS OF SALE

The total price to be paid to Seller by Buyer for the job described shall be, **\$56,595.00 "Sales Price"**.

V. PAYMENT

(a) Sales Price shall be paid to Seller by Buyer as follows:

\$28,297.50 Due and payable upon execution of this agreement.

\$28,297.50 Due and payable before shipment departs seller's warehouse.

(b) Any remaining amounts due will be paid upon receipt of an invoice. Interest will be charged on any balance unpaid after ten (10) days at the rate of 1.5% per month.

(c) Buyer shall be liable for and shall pay all taxes, excises, and/or other charges as may be required by state or local statutes or codes.

(d) Buyer or his agent is responsible for advising Seller in writing ten (10) days prior to the anticipated shipping date if a delay is necessary. In such case, Seller will reschedule the anticipated shipping date in accordance with the next available installation opening.

No charge will be made by Seller for storage of the Play Unit covered by this Agreement for a period of ten (10) days following the original anticipated shipping date. Merchandise held beyond ten (10) days will be stored in facilities deemed appropriate by Seller. Buyer is responsible for all costs for handling, transport and warehousing so incurred. Merchandise held at Buyer's request for more than ten (10) days beyond the original anticipated shipping date will be invoiced by Seller. Buyer hereby agrees to pay said invoice in full according to the SALES PRICE/TERMS OF SALE, Paragraph V.(a). The warranty period for merchandise invoiced in accord with this paragraph shall begin at the time the Play Unit is installed at the Buyer's site.

VI. SECURITY INTEREST

Buyer hereby grants to Seller a security interest in the equipment during the period of construction and up to the time of final payment. Seller's security interest shall be a first lien on the equipment specified in this agreement. Buyer agrees to execute any additional documents that may be required by Seller to protect its security interest including, but not limited to, UCC filing statements attached to this agreement. Upon payment in full of all sums due under this Agreement (and any change orders or other written modifications thereto) Seller shall execute and release to buyer UCC termination statements appropriate to release its security interest.

VII. PERMITS AND LICENSES

Buyer shall apply for and obtain all necessary building and other governmental permits and licenses, which may be required in connection with the installation to be performed hereunder. Buyer agrees to bear any costs incurred by Seller to comply with and conform to any unforeseen special requirements of local laws, ordinances, and governmental regulations relating to the construction of the Play Unit.

VIII. LIENS

Buyer hereby agrees to indemnify and to save Seller harmless from and against any and all liens, claims or encumbrances against the property or the improvements to be erected on Buyer's site by Seller. (Any claim arising out of Seller's non-payment of materials and/or labor are excepted.)

IX. CHANGE ORDERS

Buyer, without in any way invalidating this Contract, may request changes, additions, and/or, omissions in the work upon written order to Seller with such adjustments in the amounts payable hereunder as may be determined by Seller and accepted by Buyer. No additions or change orders will be made unless agreed upon in writing, and authorized by the Seller. Buyer acknowledges that any additions or change orders requested by Buyer after the execution of this Agreement may result in a change to the installation date and the time allotted for the installation. All additions shall be paid for in full in accordance with the terms of paragraph V.

X. CONTINGENT MODIFICATIONS

Unexpected conditions resulting in necessary or requested alterations or additions to the Play Unit in order to facilitate installation, such as location, floor space arrangement, special effects, safety considerations, etc., causing additional design or installation costs, not shown in the contract price, will be added to the final payment invoice, or billed separately and will become part of this Contract. Any variance greater than 3% of the total Sales Price must be approved in writing by Buyer.

XI. MAINTENANCE AND REPAIR

Buyer is responsible for routine inspection, safe operation and maintenance of the Play Unit.

XII. WARRANTIES

Seller warrants for a period of 365 days from the date that the installation of the Play Unit is complete that the play elements described herein will be fabricated in a workmanlike manner, and that the play elements will be free from defects in materials and workmanship. During the stated 365 day period the Seller shall service any play elements which were defective without charge to Buyer. Parts required which are not defective shall be replaced at additional cost. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Defective items will be either repaired or replaced by Seller at Seller's option. Buyer will prepay freight on returned defective items and charge to Seller, and Seller will prepay freight charges upon the return to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED.

XIII. ALTERATIONS

No alterations shall be made by Buyer to the Play Unit without express written authorization of Seller. Any unauthorized alteration of the Play Unit shall terminate any liability of Seller resulting from use of the Play Unit. Buyer hereby expressly agrees to indemnify and hold Seller harmless from and against any and all claims, suits and other expenses (including attorney's fees) resulting from injuries to third parties on equipment that has been altered in any way. This indemnity agreement shall apply to all successors and assigns of Buyer. Buyer's liability for such indemnity shall not be released upon transfer of the Play Unit, and Buyer shall expressly contract with any subsequent transferee to maintain this Indemnity Agreement for the benefits of Seller.

XIV. INSURANCE

Seller and Buyer agree to maintain adequate insurance to protect Seller and Buyer from claims and liability under the Workmen's Compensation Act, and claims for injury or damage to persons or property covering all work performed hereunder by their respective employees or agents. Buyer agrees to maintain bodily injury liability insurance in an amount of not less than \$1,000,000 to cover death or injury to any one person in any one accident and not less than \$1,000,000 per occurrence. This agreement to maintain

bodily injury liability insurance shall apply to all successors and assigns of Buyer. Buyer's liability for such insurance shall not be released upon transfer of the Play Unit unless Buyer expressly contracts with a subsequent transferee to maintain bodily injury insurance in the above limits.

XV. PHOTOGRAPHY.

Seller has the right to video or photograph the play area and play structure prior to, during, or after installation for purpose of documentation and/or promotion material.

XVI. LIMITATION OF DAMAGES

The sole liability of Seller under the warranties contained in Paragraph XII herein shall be the repair and/or alterations required to correct defects in materials and workmanship. Seller shall not be liable for any delays caused by circumstances beyond Seller's control, such as weather, fire, labor problems, shortage of supplies and materials, unforeseen difficulties in installing the play elements, and without limiting the foregoing, other conditions which are beyond the control of Seller. Buyer acknowledges and stipulates that the equipment sold hereunder is designed as "monitored play equipment". Buyer shall monitor the Play Unit at all times when the Play Unit is in operation. Buyer agrees to indemnify Seller against any and all liability resulting from or

related to unmonitored use of the Play Unit which is in violation of this paragraph.

XVII. ENTIRE AGREEMENT

This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No other representation, understandings, or agreements have been made or relied upon in the making of this agreement other than those set forth herein.

This Agreement can only be modified in a writing signed by the parties hereto or their duly authorized agents.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be enforceable by and against the parties, their heirs, personal representatives, successors and assigns, including successors by way of reorganization and/or liquidation.

XIX. CONSTRUCTION

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of North Carolina, exclusive of its choice of law provisions. If any part of this Agreement shall be invalid or unenforceable, that fact shall not affect the validity of the balance of this Agreement.

Buyer consents to and submits itself to the jurisdiction of the State and Federal Courts located in North Carolina, Mecklenburg County, for the purpose of enforcing this Agreement.

DESCRIPTION OF MATERIALS OR SERVICES

SOFT PLAY, L.L.C., will provide the Play Unit and such incidental services as described in the AGREEMENT OF SALE as specified below.

TYPE OF PLAY UNIT:	\$38,940.00	CONSULTING FEE:	\$0.00
Custom 2" Unit		DESIGN FEE:	\$0.00
SURFACING:	\$5,106.00	INSTALLATION FEE:	\$9,560.00
METHOD OF SHIPMENT:	Dedicated Truck	FREIGHT:	\$2,989.00
SAFE CAPACITY:	54	OTHER: (Estimated Taxes)	Assumed Exempt
LOCATION OF INSTALLATION SITE:	Ashland, WI	PROPOSAL NUMBER:	P30985A
UNIT LOAD DATE	TBD	UNIT ON SITE DATE:	TBD
DURATION OF INSTALL: (work days excluding weekends and Holidays):	10 days		
UNION INSTALL? Yes or No:	APPROXIMATE # OF INSTALLERS: 2		
IF UNION, MIX OF INSTALLATION LABOR FORCE:			
GRAND OPENING OR OTHER CRITICAL DATE(S):			

To ensure your Soft Play® equipment is delivered on time and on budget, we will be contacting you before shipping to confirm your site is ready.

Before your Soft Play® equipment can be shipped, you will receive a Site Readiness Checklist that must be completed and faxed back to Soft Play, L.L.C., with all criteria met.

NOTES:

1. *Signing of the Purchase Agreement alone does not constitute project commencement and the beginning of countdown to delivery. Monetary obligations as outlined in the Purchase Agreement must be met before the project is scheduled for manufacturing. In addition, a verified and signed site drawing must be received before the project can be scheduled. Delays in receiving payments and/or documents as required will result in dates noted above shifting accordingly.*
2. *Normal installation workdays are 10 hours/day, Monday – Saturday. Sunday and Holidays are not typical.*
3. *Unless specifically noted, union installation and its associated higher fees have not been quoted. Buyer is responsible for installation costs incurred over and above what has been quoted if Union or other prevailing wage requirements are unknown to Seller upon quotation..*
4. *Installation price quoted is predicated upon play system construction taking place within -200 feet of where the delivery truck is unloaded. Greater distances will result in additional charges.*
5. *If Soft Play has not been notified per the Purchase Agreement of a delay in shipment, the buyer will be responsible for an \$80/day USD storage fee.*
6. *When the Installation Technicians arrive, if the site is not ready exactly as signed off on the Site Readiness Checklist and the installation cannot be conducted as scheduled, a \$500/day USD delay charge will be assessed.*

Authorization for Soft Play Signoff

Immediately after each Soft Play installation is completed, one of our Installation Technicians must conduct a review of the play system accompanied by the Buyer or an Authorized Representative of the Buyer and get an official signoff on the job.

The Installation Technician will:

- Review the specifications of the design as per the plan
- Check off that the required criteria have been met
- Confirm with the Buyer/Authorized Representative that the installation is to their satisfaction.

The Installation Technician will complete a checklist and will ask for the signature of the Buyer/Authorized Representative.

- It is crucial that the Buyer/Authorized Representative be present for the signoff
- If there are any outstanding questions or concerns, they must be identified and noted at the time of signoff.

Installations may be completed at odd hours of the day/night. Due to the prescheduling of our Installation Technicians it is important that the Buyer/Authorized Representative be aware that they may be required for signoff immediately upon completion of the install.

Please list the names and telephone numbers of all individuals who will be authorized and available to sign off on the installation:

(Buyer)

(phone)

(Authorized Representative of the Buyer)

(phone)

(Authorized Representative of the Buyer)

(phone)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written:

SELLER: SoftPlay LLC

BUYER: _____

BY: Nolan Walker

BY: _____

TITLE: Project Manager

DATE: 4/23/2018

TITLE:

DATE:

THANK YOU!



softplay.com

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Proposal

Soft Play, L.L.C.
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
USA

main: 704.875.6550
fax: 704.875.6561
800.782.PLAY (7529)
www.softplay.com

Project:

Ashland Parks and Recreation
400 4th Ave W
Ashland, WI 54806

Date:

April 23, 2018

Submitted To:

Sara Hudson
400 4th Ave W
Ashland, WI 54806

Proposal Number:

P30985A

Contractor License #:

We submit herewith, for your review and approval, the following drawings and cost projections for the products listed below. These prices are valid for 60 days from the proposal date. Our terms and conditions for payment are 50% at the date of proposal acceptance and the remaining 50% prior to shipment. The remaining 50%, as an alternative, may be secured by an Irrevocable Letter of Credit that will be due and payable upon completion of the project.

Description	Retail Price	Price
Unit: Custom 2" Unit	\$45,812.00	\$38,940.00
Features:		
Pyramid Run	4-ft Slide	
Criss Cross	Junior Roll	
Pogo Power	Hover Ring	
Sky Wheels	and MORE!!!	
Installation		\$9,560.00
Surfacing (safety tile surfacing)		By Others
Shipping and Handling		\$2,989.00
Sales Tax (estimated)		Assumed Exempt
Total		\$51,489.00

Installation pricing covers install of Soft Play-supplied products only, unless otherwise specified in writing.

Please verify these plans and call me for any revisions, changes or assistance in proceeding with this project. Thorough customer review and pre-approval of proposals and designs is essential to accomplishing accurate production, delivery and construction of Soft Play equipment. The customer must review and pre-approve site plans, designs and renderings in order to ensure that the proposed equipment satisfies the customer's requirements, fits within the customer's space, and complies with the customer's color selections. It is recommended that the customer's architect and/or general contractor review all critical dimensions. Color samples can be provided upon request. Subsequent to customer approval, Soft Play, LLC is not responsible for redesign of the play system or additional parts and labor to alleviate play system interference with customer's building structure and mechanics, or to accommodate additional or altered access or egress around the system. Additionally, Soft Play, LLC will not be responsible for color changes that differ from the proposal renderings.

Approval:

I hereby acknowledge and agree that: I have reviewed proposal number _____ dated _____ (attached hereto); I and/or my authorized representatives have reviewed the dimensions of the site in conjunction with the dimensions and footprint of the proposed Soft Play equipment; and I have reviewed all color selections. I hereby approve the proposal, design, site plan, and colors. Additionally, I hereby acknowledge and agree to the terms and conditions contained in the Purchase Agreement.

Owner Operator: _____

Printed Name: _____

Date: _____

Sales Representative: Jessica Clark

Project Manager:

Nolan Walker



Soft Play, L.L.C.
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
USA

main: 704.875.6550
fax: 704.875.6561
800.782.PLAY (7529)
www.softplay.com

Purchase Agreement

State of North Carolina
County of Mecklenburg

THIS AGREEMENT, made and entered into by and between SOFT PLAY, L.L.C., a Delaware Limited Liability Company, "Seller" and;
Sara Hudson
Date: 4/23/2018

400 4th Ave W, (715) 682-7059

Ashland, WI 54806

Hereinafter called "Buyer".

I.SALE OF GOODS

Seller shall sell to Buyer, and Buyer shall purchase from Seller a system of play elements or materials designed by Seller, which are identified in this contract under "Description of Materials and Services".

II. SHIPMENT AND INSTALLATION

The Play Unit will be shipped by Seller, in time for installation to commence on or about **To Be Determined**.

Buyer will prepare a suitable site to Seller's specifications for installation of the Play Unit. Warehousing of materials due to delays caused by Buyer shall be paid for by Buyer. Seller will install the Play Unit on the site prepared by the Buyer. The estimated time for installation of the Play Unit shall be 10 "work days." Installation is contracted by the job, not by the number of hours or days. If there is no change to the scope of work, and no delays, there is no increase in cost if installation goes past the number of estimated days. Additionally, there is no discount if installation completes early.

III. RECEIPT AND STORAGE OF MATERIALS

It shall be the responsibility of the Seller to unload all materials and the responsibility of the Buyer to provide for the security of same at the construction site.

IV. SALE PRICE/TERMS OF SALE

The total price to be paid to Seller by Buyer for the job described shall be, **\$51,489.00 "Sales Price"**.

V. PAYMENT

(a) Sales Price shall be paid to Seller by Buyer as follows:

\$25,744.50 Due and payable upon execution of this agreement.

\$25,744.50 Due and payable before shipment departs seller's warehouse.

(b) Any remaining amounts due will be paid upon receipt of an invoice. Interest will be charged on any balance unpaid after ten (10) days at the rate of 1.5% per month.

(c) Buyer shall be liable for and shall pay all taxes, excises, and/or other charges as may be required by state or local statutes or codes.

(d) Buyer or his agent is responsible for advising Seller in writing ten (10) days prior to the anticipated shipping date if a delay is necessary. In such case, Seller will reschedule the anticipated shipping date in accordance with the next available installation opening.

No charge will be made by Seller for storage of the Play Unit covered by this Agreement for a period of ten (10) days following the original anticipated shipping date. Merchandise held beyond ten (10) days will be stored in facilities deemed appropriate by Seller. Buyer is responsible for all costs for handling, transport and warehousing so incurred. Merchandise held at Buyer's request for more than ten (10) days beyond the original anticipated shipping date will be invoiced by Seller. Buyer hereby agrees to pay said invoice in full according to the SALES PRICE/TERMS OF SALE, Paragraph V.(a). The warranty period for merchandise invoiced in accord with this paragraph shall begin at the time the Play Unit is installed at the Buyer's site.

VI. SECURITY INTEREST

Buyer hereby grants to Seller a security interest in the equipment during the period of construction and up to the time of final payment. Seller's security interest shall be a first lien on the equipment specified in this agreement. Buyer agrees to execute any additional documents that may be required by Seller to protect its security interest including, but not limited to, UCC filing statements attached to this agreement. Upon payment in full of all sums due under this Agreement (and any change orders or other written modifications thereto) Seller shall execute and release to buyer UCC termination statements appropriate to release its security interest.

VII. PERMITS AND LICENSES

Buyer shall apply for and obtain all necessary building and other governmental permits and licenses, which may be required in connection with the installation to be performed hereunder. Buyer agrees to bear any costs incurred by Seller to comply with and conform to any unforeseen special requirements of local laws, ordinances, and governmental regulations relating to the construction of the Play Unit.

VIII. LIENS

Buyer hereby agrees to indemnify and to save Seller harmless from and against any and all liens, claims or encumbrances against the property or the improvements to be erected on Buyer's site by Seller. (Any claim arising out of Seller's non-payment of materials and/or labor are excepted.)

IX. CHANGE ORDERS

Buyer, without in any way invalidating this Contract, may request changes, additions, and/or, omissions in the work upon written order to Seller with such adjustments in the amounts payable hereunder as may be determined by Seller and accepted by Buyer. No additions or change orders will be made unless agreed upon in writing, and authorized by the Seller. Buyer acknowledges that any additions or change orders requested by Buyer after the execution of this Agreement may result in a change to the installation date and the time allotted for the installation. All additions shall be paid for in full in accordance with the terms of paragraph V.

X. CONTINGENT MODIFICATIONS

Unexpected conditions resulting in necessary or requested alterations or additions to the Play Unit in order to facilitate installation, such as location, floor space arrangement, special effects, safety considerations, etc., causing additional design or installation costs, not shown in the contract price, will be added to the final payment invoice, or billed separately and will become part of this Contract. Any variance greater than 3% of the total Sales Price must be approved in writing by Buyer.

XI. MAINTENANCE AND REPAIR

Buyer is responsible for routine inspection, safe operation and maintenance of the Play Unit.

XII. WARRANTIES

Seller warrants for a period of 365 days from the date that the installation of the Play Unit is complete that the play elements described herein will be fabricated in a workmanlike manner, and that the play elements will be free from defects in materials and workmanship. During the stated 365 day period the Seller shall service any play elements which were defective without charge to Buyer. Parts required which are not defective shall be replaced at additional cost. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Defective items will be either repaired or replaced by Seller at Seller's option. Buyer will prepay freight on returned defective items and charge to Seller, and Seller will prepay freight charges upon the return to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made.

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XV. PHOTOGRAPHY.

Seller has the right to video or photograph the play area and play structure prior to, during, or after installation for purpose of documentation and/or promotion material.

XVI. LIMITATION OF DAMAGES

The sole liability of Seller under the warranties contained in Paragraph XII herein shall be the repair and/or alterations required to correct defects in materials and workmanship. Seller shall not be liable for any delays caused by circumstances beyond Seller's control, such as weather, fire, labor problems, shortage of supplies and materials, unforeseen difficulties in installing the play elements, and without limiting the foregoing, other conditions which are beyond the control of Seller. Buyer acknowledges and stipulates that the equipment sold hereunder is designed as "monitored play equipment". Buyer shall monitor the Play Unit at all times when the Play Unit is in operation. Buyer agrees to indemnify Seller against any and all liability resulting from or

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This Agreement shall inure to the benefit of and be enforceable by and against the parties, their heirs, personal representatives, successors and assigns, including successors by way of reorganization and/or liquidation.

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Custom 2" Unit		DESIGN FEE:	\$0.00
SURFACING:	By Others	INSTALLATION FEE:	\$9,560.00
METHOD OF SHIPMENT:	Dedicated Truck	FREIGHT:	\$2,989.00
SAFE CAPACITY:	54	OTHER: (Estimated Taxes)	Assumed Exempt
LOCATION OF INSTALLATION SITE:	Ashland, WI	PROPOSAL NUMBER:	P30985A
UNIT LOAD DATE	TBD	UNIT ON SITE DATE:	TBD
DURATION OF INSTALL: (work days excluding weekends and Holidays):	10 days		
UNION INSTALL? Yes or No:	APPROXIMATE # OF INSTALLERS: 2		
IF UNION, MIX OF INSTALLATION LABOR FORCE:			
GRAND OPENING OR OTHER CRITICAL DATE(S):			

To ensure your Soft Play® equipment is delivered on time and on budget, we will be contacting you before shipping to confirm your site is ready.

Before your Soft Play® equipment can be shipped, you will receive a Site Readiness Checklist that must be completed and faxed back to Soft Play, L.L.C., with all criteria met.

NOTES:

1. *Signing of the Purchase Agreement alone does not constitute project commencement and the beginning of countdown to delivery. Monetary obligations as outlined in the Purchase Agreement must be met before the project is scheduled for manufacturing. In addition, a verified and signed site drawing must be received before the project can be scheduled. Delays in receiving payments and/or documents as required will result in dates noted above shifting accordingly.*
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4. *Installation price quoted is predicated upon play system construction taking place within -200 feet of where the delivery truck is unloaded. Greater distances will result in additional charges.*
5. *If Soft Play has not been notified per the Purchase Agreement of a delay in shipment, the buyer will be responsible for an \$80/day USD storage fee.*
6. *When the Installation Technicians arrive, if the site is not ready exactly as signed off on the Site Readiness Checklist and the installation cannot be conducted as scheduled, a \$500/day USD delay charge will be assessed.*

Authorization for Soft Play Signoff

Immediately after each Soft Play installation is completed, one of our Installation Technicians must conduct a review of the play system accompanied by the Buyer or an Authorized Representative of the Buyer and get an official signoff on the job.

The Installation Technician will:

- Review the specifications of the design as per the plan
- Check off that the required criteria have been met
- Confirm with the Buyer/Authorized Representative that the installation is to their satisfaction.

The Installation Technician will complete a checklist and will ask for the signature of the Buyer/Authorized Representative.

- It is crucial that the Buyer/Authorized Representative be present for the signoff
- If there are any outstanding questions or concerns, they must be identified and noted at the time of signoff.

Installations may be completed at odd hours of the day/night. Due to the prescheduling of our Installation Technicians it is important that the Buyer/Authorized Representative be aware that they may be required for signoff immediately upon completion of the install.

Please list the names and telephone numbers of all individuals who will be authorized and available to sign off on the installation:

(Buyer)

(phone)

(Authorized Representative of the Buyer)

(phone)

(Authorized Representative of the Buyer)

(phone)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written:

SELLER: SoftPlay LLC

BUYER: _____

BY: Nolan Walker

BY: _____

TITLE: Project Manager

DATE: 4/23/2018

TITLE:

DATE:

SUBJECT: Approve to Accept a Grant from the US Army Corp of Engineers for the Ashland Ore Dock Redevelopment Project ROLL

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Mayor, City Administrator, City Attorney, Finance Director

EXHIBITS: 1. Letter of Interest to Army Corp of Engineers

EXPENDITURES REQUIRED: \$ 1,000,000 Grant Award
\$ 333,333 Ore Dock Trust Fund
\$ 1,333,000 Total

AMOUNT BUDGETED: Approximately \$2,500,000 Ashland Ore Dock Charitable Trust

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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 Mayor has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances, due to the need for timely action.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The City of Ashland requested and has been awarded assistance from the US Army Corp of Engineers, Section 154 Funding, for Phase II: Upland Gateway/Main Gathering Area of the Ashland Ore Dock Redevelopment Project.

Phase II consists of Stuntz Avenue being extended to US Highway 2/Lakeshore Drive East, and the complete reconstruction of Stuntz Avenue to accommodate the redevelopment of the land vacated by railroad. The reconstruction of Stuntz Avenue will require new water, sanitary and storm sewer services to new and existing homes and businesses. This phase will also include the creation a new pedestrian infrastructure where native plantings and historical ore dock artifacts will be implemented, and a new rest room facility at the north end of Stuntz Avenue.

City staff, with approval from the Ashland Ore Dock Charitable Trust, are working with SmithGroup on an additional task authorization for this phase of the project.

The recommendation is for Council to accept the grant from the US Army Corp of Engineers for the Ashland Ore Dock Redevelopment Project.

Find yourself next to the water.



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

January 4, 2018

Mr. Jeffrey Follett
US Army Corp of Engineers
477 Michigan Ave
Detroit, MI 48226-2550

Dear Mr. Follett;

The City of Ashland is inquiring about funding from the C-154-Northern Wisconsin Environmental Assistance program to help with the Ashland Ore Dock Redevelopment Project. This project will implement the community's vision of turning the Historical Soo Line Ore dock and adjacent postindustrial land on Lake Superior's shoreline into a multi-functional, simple and yet authentic destination amenity that all community members and visitors can access, experience, and use to recreate and learn.

The Ashland Ore Dock, also known as the Soo Line Ore Dock for the Railroad Company who built it, has been an icon in the City of Ashland for over 100 years. Construction on the dock began in 1916, to load ore boats bound for Milwaukee, Cleveland, and Detroit with iron ore from the Upper Peninsula of Michigan. At that time, Ashland was the main port on the southern shores of Lake Superior and a bustling town of 16,000 people.

At one time, the City had a total of five ore docks all around quarter mile long, sticking out into Lake Superior. The Soo Line Ore Dock was unique because of its construction: it was made of concrete and steel. The original structure, built in 1916, was 900 ft. long and 60 ft. wide and 80 ft. high. Then in 1925, a 900 ft. addition was constructed, making the structure a total of 1800 ft. long. The longest ore dock lining the shores of Ashland. Over 10,000 virgin timber pilings were used to create the base and support the largest concrete structure, of its time, with four lanes of rails on its top. Each side was lined with 150 ore shoots, or giant funnels, where rail cars would dump their iron ore into the waiting ore ships below.

One of the most significant and iconic features of the dock are the seventy two (72) "diamonds" that line the inside of the "new" or 1925 section's base. These diamonds or hexagonal shaped openings, are found every three feet, and are ten feet wide and 40 ft. in length. They were constructed for wave attenuation and to help support the load of the dock.

In 1962, the last load of iron ore via boat left the Soo Line Ore Dock and Ashland. It was the end of an



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

era. The structure stood vacant until the concrete, cathedral like, superstructure was torn down in 2012; leaving the 1800' base sticking out in Lake Superior. The City obtained ownership and opened up the base for public use in 2014, becoming the City's newest waterfront jewel and a one of a kind park.

In 2014, the Ashland Ore Dock Charitable Trust was created to manage the funds gifted from the former owner, Canadian National Railroad, solely for the purpose of maintenance, repair, operation, improvement, development, utilization and general welfare of the former Soo Line Ore Dock. The Trust has a substantial amount of money for the redevelopment of the Dock, it is not enough for the entire project.

The Ashland Ore Dock Redevelopment Project has been broken up in to three (3) major phases:

- Phase 1: Diamond Access
- Phase 2: Upland Gateway/Main Gathering Area
- Phase 3: 1916 Dock

The City and its retained consultant SmithGroupJJR/Westbrook are in the process of finalize the final engineering plans and construction documents for Phase 1.

The next phase, and that of which 154 dollars would be used for is Phase 2: Upland Gateway/Main Gathering Area. This phase would consist of Stuntz Ave being extended to US Hwy 2 and the complete reconstruction of Stuntz Ave to accommodate the redevelopment of the land vacated by railroad. The reconstruction of Stuntz Ave would consist of new water, sanitary and storm sewer services to new and existing homes and businesses. This phase would also include the creation a new pedestrian infrastructure, where native plantings and historical Ore Dock artifacts would be implemented.

Currently there is no C-154 funding dollars available, but if money should become available please consider the Ashland Ore Dock Redevelopment Project for funding. As generations of Ashlanders have ties to the dock – relatives worked on them, people fished in the diamonds, teenagers jumped off the end into the frigid waters of the lake. Ashland is the Oredockers. It is part of the City's history – a piece of infrastructure that represents the heritage of a community that should be experienced and told to others.

Respectfully,

Sara AH Hudson, Director
City of Ashland Parks and Recreation

Find yourself next to the water.



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

shudson@coawi.org

715.685.1644

SUBJECT: Approve Gratis Lease Renewal for Habitat for Humanity VOICE

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS: 1. Habitat for Humanity 2019 Gratis Lease

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

Habitat for Humanity is requesting to renew the lease for office space 309 on the third floor of the Vaughn building. The City donates this space on a year-to-year basis in support of Habitat for Humanity's efforts to broaden access to affordable housing and shelter. The retail value of this donation is \$2,472.

ASHLAND

City of Ashland, Wisconsin

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

LEASE AGREEMENT

This Lease is entered by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, WI 54806 (the "City") and:

Tenant Name Habitat for Humanity
DBA (if applies) (Contact: Rachel Coughtry)
Tenant Address _____

Phone # 715-563-1140 Alternate # _____
Email Address cheqbayhabitat@gmail.com

1. Premises Leased.

The City leases to the Tenant Unit # 309, located within the Vaughn Public Library building, at 502 Main Street West, Ashland, Wisconsin, 54806.

2. Term of the Lease.

The initial term of this lease shall be from January 1, 2019 to December 31, 2019. This lease shall *automatically renew* for subsequent 12 month periods on the same terms as contained herein, unless either party gives to the other a notice to non-renew or a notice to renew on different terms no less than **60 days** before the expiration of the term.

3. Rent.

The Tenant shall pay rent to the City based on an annual square foot rate of \$ 8.00 for 271 square feet, a total rental amount for the initial term of this lease of \$ (*Gratis lease).

This amount shall be paid in monthly installments of \$ -0.00- payable in advance of the first business day of each month, starting with the first day of _____.

4. Late Fee.

Rent received more than five days past the due date shall accrue an additional one time late fee of \$ NA.

5. Security Deposit.

Tenant shall pay to the City no later than the first day of the initial term of this lease, a security deposit equal to one month's rent. Within **30 days** of the end of the Tenant's tenancy, the City shall return the security deposit (without interest) except for amount that it may withhold for any of the following reasons:

- a) Tenant damage, waste, or neglect of the premises;
- b) Unpaid rent;
- c) Tenant damage, waste, or neglect of any other area of the Vaughn Public Library building.

6. Additional Deposit.

If the Tenant or any of the Tenant's guests, invitees, employees, agents, clients, or customers cause damage to the premises or to any other area of the Vaughn Public Library building which necessitates repair or extraordinary cleaning or maintenance during the term of the lease, the City may deduct the costs of such repair or extraordinary cleaning or maintenance from the security deposit, and may require the Tenant, upon 30 days' notice, to restore the deposit to the original amount. This provision does not require the City to pay for such costs by making a deduction from the security deposit and does not restrict the ability of the City to pursue other remedies for reimbursement of such costs.

7. Utilities.

The City shall provide to the Tenant at no extra charge electricity, heat, water, and sewer service, and trash removal. The City shall not be liable for any rent abatement or other compensation for any utility failure beyond its control and not caused by the City's negligence. Telephone and internet service is not provided.

8. Elevator Service.

The City shall provide to the Tenant elevator service during ordinary business hours, except as service may be interrupted for repairs, maintenance, or replacement.

9. Use of Premises.

The Tenant shall use the premises only for lawful purposes, and for that stated above, and for no other purpose.

10. Rules and Regulations.

The Tenant shall comply with the following rules and regulations:

- a) Wherever in these rules and regulations the work "Tenant" is used, it shall be taken to apply to and include the Tenant and the guests, invitees, employees, agents, clients, or customers.
- b) The streets, sidewalks, entrances, halls, passages, elevators, and stairways shall not be obstructed by the Tenant, or used by the Tenant for any other purpose than for ingress and egress.
- c) Restrooms and other water apparatus shall not be used for any other purpose other than those for which they were constructed.
- d) The Tenant shall not do anything in the premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the building or any part thereof, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of said premises by any public.
- e) The Tenant shall keep the premises clean. The Tenant is responsible for all cleaning of the premises.
- f) The Tenant shall not:
 - a. Keep any animal or bird on the premises.
 - b. Use the premises as sleeping apartments.
 - c. Allow any sign, advertisement or notice to be fixed to the building, inside or outside, without the City's consent.
 - d. Mark or defile elevators, water-closets, toilet rooms, walls, windows, doors or any part of the building.
 - e. Allow any article to be placed upon window ledges or dropped from windows, skylights, or stairways. Throw dirt or other substances into halls, stairways, elevators or light-wells of building.
 - f. Cover or obstruct any window, skylight, door or transom that transmits or reflects light.
 - g. Operate any machinery within the premises.
 - h. Interfere with the heating apparatus.
 - i. Leave premises without closing windows, locking doors and extinguishing all lights.

- j. The City shall not be responsible to Tenant for any non-observance of rules and regulations on the part of other tenants.
- k. The City reserves the right to designate the time when, and method of whereby freight, furniture, safes, goods, merchandise and other articles may be brought into, moved or taken from the building and rooms.

11. Modifications to Premises.

The Tenant shall not make any modifications to the premises without the consent of the City. The Tenant shall not change any doors or locks without the consent of the City, and without providing a working key to the City. No window treatments or carpeting/flooring shall be changed without the consent of the City.

12. Peaceful Enjoyment.

The Tenant shall not cause or permit any interference with the peaceful enjoyment of the Vaughn Library Building by the other tenant of the building, or by the staff and users of the Vaughn Public Library. Activities that are prohibited include but are not limited to those that emit or produce dust, fumes, odors, loud or sustained noise, vibrations, excessive waste, hazardous waste, or electronic interference.

13. Subleases and Assignments.

The Tenant shall not sublease the premises or any part thereof, and shall not assign this lease without the written consent of the City.

14. Untenantability.

Sec 704.07, Wis. Statutes (untenantability) does not apply to this lease.

15. Fire or Other Damage.

If during the term of this lease the premises are so damaged by fire or other casualty not the fault of the tenant, such that the premises are rendered unfit for occupancy and the City does not restore the premises to tenantability within 30 days, either party may terminate this lease upon written notice to the other, and in any event rent shall abate for the period of time and to the extent that the premises are rendered untenantable.

16. Insurance.

The Tenant is responsible for insuring its personal property and for insuring against business interruption. Proof of coverage for the duration of the lease shall be provided to the City upon occupation, and the City will be provided notice of any changes of coverage. Except for losses caused by the City's negligence, the Tenant shall hold the City harmless for any loss to the Tenant's personal property or business from any cause whatsoever including but not limited to theft, burglary, fire, water, rain, snow, steam, sewage, gas or odors.

17. Indemnification and Hold Harmless Clause.

The Tenant shall hold the City harmless for any loss to the City or to any of the City's other tenants of the Vaughn Public Library Building, or to any of the Vaughn Library's employees or users caused by the Tenant or any of the Tenant's guests, invitees, employees, agents, clients, or customers.

18. Joint and Several Liability.

If, with the Tenant's consent, the premises are leased to the Tenant and to another party or parties, the Tenant shall be jointly and severally liable along with the other party or parties for compliance with all the terms of this lease and for all obligations and liability arising from the lease and the use of the premises, including payment of rent, deductions from any security deposit, and responsibility for payments under par. 5.

19. Successors in Interest.

The covenants, conditions, and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and sublessees as may be permitted hereunder.

20. Notices.

Any notices required or permitted to be given under this lease shall be given to the City in care of the City Clerk, Ashland City Hall, 601 Main Street West, Ashland, WI 5480; and shall be given to the Tenant at the premises leased hereunder.

21. Termination.

The City may terminate this lease as follows:

- a) Upon failure to pay rent when due, after notice as provided by law.
- b) Upon a breach of any provision of this lease other than payment of rent upon notice as provided by law.
- c) Upon involuntary assignment of the Tenant's interest in the lease to any other person, upon 30 days' notice to the assignee.
- d) If the Tenant is a natural person, upon the death of the Tenant, no sooner than 30 days after the death of the Tenant.

The Tenant may terminate this lease upon any breach by the City of any provision of this lease 30 days after giving notice to the City of the breach, if during that 30 day period the City does not promptly take reasonable steps to remedy the breach. If within one year of the giving of any such notice, the City commits the same or another breach, the Tenant may give notice of the breach to the City and may terminate the tenancy if the City does not remedy the breach within 14 days of the notice.

NOTE: PLEASE SEE THE ATTACHED SHEET TITLED "NON-STANDARD RENTAL PROVISIONS".

CITY OF ASHLAND

Tenant

Date

Attest:

City Clerk

Date

Mayor

Date

NON-STANDARD RENTAL PROVISIONS

VAUGHN PUBLIC LIBRARY LEASES

The following provisions are included in your lease. State law requires that we state them on a separate document entitled "NON-STANDARD RENTAL PROVISIONS."

4. Security Deposit.

The Tenant shall pay to the City, no later than the first date of the initial term of this lease, a security deposit equal to one month's rent. Within 30 days of the end of the Tenant's tenancy, the City shall return the security deposit (without interest) except for amounts that it may withhold for any of the following reasons:

...

c) Tenant damage, waste, or neglect of any other area of the Vaughn Public Library Building.

5. Additional deposit.

If the Tenant or any of the Tenant's guests, invitees, employees, agents, clients, or customers cause damage to the premises or to any other area of the Vaughn Public Library building which necessitates repair or extraordinary cleaning or maintenance during the term of the lease, the City may deduct the costs of such repair or extraordinary cleaning or maintenance from the security deposit, and may require the Tenant, upon 30 days' notice to restore the deposit to the original amount. This provision does not require the City pay for such costs by making a deduction from the security deposit and does not restrict the ability of the City to pursue other remedies for reimbursement of such costs.

