

ASHLAND CITY COUNCIL MEETING
Tuesday, June 25, 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

3. APPROVAL OF MINUTES of the June 11, 2019 City Council and Committee of the Whole meetings

- A. June 11, 2019 City Council and Committee of the Whole meetings' minutes**

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. Recognition of Beautification Committee**
- B. Announcements**

6. CONSENT AGENDA

- A. Approve a Resolution to Support State Legislation Requiring Pharmacy Technician Registration**
- B. Planning & Development Monthly Report, May 2019**
- C. Miscellaneous Minutes**
- D. Operators' Licenses**

7. OLD BUSINESS

- A. Approve a Resolution and Bylaws Creating the Redevelopment Authority (RDA) for the City of Ashland, Wisconsin *(Roll)***

8. NEW BUSINESS

- A. Approval of a Vehicle Lease Agreement with Enterprise Fleet Management and Approval of Waiver of Ashland City Ordinances, Chapter 194.04 Advertising Requirements (Roll) Police Department**
- B. Approve to Repeal Resolution 17508 and Approve a Resolution to Vacate a Portion of Undeveloped Front Street Adjacent to Lots 14 through 16, Block 8, All of Block 7, and That Portion of Block 6 East of the West Line of Lot 14, Block 8 as Extended North and That Undeveloped 38th Avenue East Adjacent to Lot 16, All Located in the Commercial Addition Subdivision Located in Section 26, T48N, R4W in the City of Ashland, Ashland County, Wisconsin (Voice) Planning & Development**
- C. Approve Award to Custofom Corporation for the 2019 Roof Replacements Contract for Utility Buildings (Roll) Public Works**
- D. Approve a Resolution to Acknowledge Review of the 2018 Compliance Maintenance Annual Report (CMAR) of the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code (Voice) Public Works/Utility**
- E. Approve Change Order #4 to Extend the Substantial and Final Completion Dates for the Bayview Pier Project (Roll) Parks & Recreation**
- F. Approve a Resolution to Declare Repairing and Replacing a Valve in the South Clarifier at the Waste Water Treatment Plant an Emergency per Wisconsin State Statute 62.15(lb) (Roll) Public Works**

9. CLOSED SESSION

- A. Enter into Closed Session (Roll)**
- B. Closed Session pursuant to Wis. Stat. 19.85 (1)(g): “Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation (*6th Street West Litigation Settlement*) (Administration)**
- C. Return to Open Session (Voice)**
- D. Report of Action or Discussion Taken During Closed Session**

10. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or

to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

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PRESENT: Holly George, Wahsayah Whitebird, Sarah Jackson, Kate Ullman, Ana Tochtermann (arrived at 5:32), Matt MacKenzie, Kevin Haas, Elizabeth Franek, Charlie Ortman, Dick Pufall, and Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning and Development Director Megan McBride, Airport Manager Bill Moore, Police Chief Jim Gregoire, Public Works Director John Butler, 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

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

Agenda Item 3A: Approve the Minutes of the May 28, 2019 City Council and Committee of the Whole Meetings

Haas moved, seconded by Pufall to approve the minutes of the May 28 Council and Committee of the Whole meetings, and May 31, 2019 Council Retreat. The motion carried unanimously by voice vote.

Agenda Item 4: Citizen Participation Period

Jerry Aerts, recently relocated to the area, talked of a recent issue he had with a local motel, claiming he was overcharged. He filed a report with the Ashland Police Department as well with the Ashland Chamber of Commerce.

Elizabeth Andre, 908 9th Avenue West, spoke about the proposed parking lot CUP along Main Street West, stating there could be more discussion regarding alternative parking options near the Hotel.

Eric Lindell, 2014 ½ Main Street West, spoke in support of resolving to create an RDA to finance the police facility, and encouraged collaboration of neighboring communities to gain funding and grants for large-scale projects.

Melody Phipps, presented herself as a recently relocated resident and newly appointed Public Works Committee member, commented on the recent positive changes in regard to property maintenance and questioned neighboring violations. She also commented to recent work toward the sewage overflow issues.

Agenda Item 5: Mayor's Report

Agenda Item 5A: Announcements

The Mayor thanked the Council for attending the Council Retreat, and reminded those who did not already sign up to attend the League of Wisconsin Municipalities sponsored Local Government 101 conference on June 28, 2018, please contact the Clerk. Representatives from the Wisconsin Coastal Management and the National Oceanic and Atmospheric Administration will be touring Ashland next week to view projects they each have helped fund through grants. The City received a TruGreen award recently recognizing work done toward waterfront projects in Ashland. The Ashland High School girls' soccer team will be headed to State competition with a send-off tomorrow beginning at 11:00 a.m.

Agenda Item 6: Consent Agenda

Agenda Item 6A: Miscellaneous Committee Minutes

Agenda Item 6B: Approve Greta A. Oliphant as New Agent for the Alcohol Beverage License Application for Compass Group USA, Inc. at 1411 Ellis Avenue, Ashland.

Greta A. Oliphant has applied as new Agent for the Alcohol Beverage License application for Compass Group USA, Inc., 1411 Ellis Avenue. The Police Chief reviewed and approved her application. It was recommended to approve Greta Oliphant as Agent for Compass Group USA, Inc.

Agenda Item 6C: Operators' Licenses

Alicia M. Aabye	William A. Brandis	Jordan N. Chingo
Sarah E. Jackson	Randall F. Kick	Shelly M. King
Axel Peterman	Christopher P. Sustek	Maya A. Wenner
Sascha C. Yates	Gloria J. Foris	Dana S. Tolliver

George moved, seconded by Haas to approve the Consent Agenda. The motion carried unanimously by voice vote.

Agenda Item 7: Old Business

Agenda Item 7A: Approve to Amend Chapter 544 (1026), Reserved Parking, Vehicular Stopping and Parking, Ashland City Ordinances, to include a Designated Disabled Parking Space on the South Side of the 700 Block of Main Street West from Chequamegon Food Cooperative as Approved by Committee of the Whole on May 28, 2019

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On May 28, 2019, the Committee of the Whole approved 10-1 a request from the Chequamegon Food Cooperative at 700 Main Street West, to install a new disabled parking space along the south side of the 700 Block of Main Street West, east of the parking lot entrance and immediately in front of their Main Street entrance.

Being a public parking space, an amendment to Chapter 544.22, Reserved Parking Places, Ashland City Ordinances was necessary to include the address.

Pufall moved, seconded by Whitebird to approve to amend Chapter 544 (1026), Reserved Parking, Vehicular Stopping and Parking, Ashland City Ordinances, to include a designated disabled parking space on the south side of the 700 Block of Main Street West, from Chequamegon Food Cooperative. The motion carried 10-1 by voice vote; Ortman opposed. **(File #17510)**

Agenda Item 7B: Approve a Resolution in Support of Housing a Naval Destroyer at the City of Ashland

At the May 28, 2019 Committee of the Whole meeting, Council approved to move forward with a resolution Councilor Pufall brought forward in effort to begin the process of bringing a naval destroyer to the City of Ashland as a potential tourist attraction.

Mr. Pufall brought this idea to other State leaders including Tammy Baldwin, Sean Duffy, and Janet Bewley, as well as the Ashland County Board and the Ashland Chamber of Commerce, all with great support.

Per discussion of the Councilors, amendments to the original resolution included language made the intention more vague.

Franek moved, Whitebird seconded a motion to approve the resolution in support of housing a naval destroyer at the City of Ashland. The motion carried 10-1 by voice vote; Tochtermann opposed. **(File #17511)**

Agenda Item 8: New Business

Agenda Item 8A: Approve to Purchase a Lawn Tractor from Northland Lawn, Sport & Equipment, and an Aviation Radio from Marv Golden Pro-Forma for the JFK Memorial Airport

The Airport Manager gained approval by the Airport Commission in December 2018 to obtain a new zero-turn riding lawn mower for maintenance of the airport grounds. In July 2018, Council approved a resolution to seek assistance through the Wisconsin Department of Transportation through a Federal Block Grant.

As required, three quotes were requested from the local dealers and reviewed by the Airport Commission in April 2019, and the lowest bid was approved. The City Attorney submitted a letter to verify that all procurement ordinances and regulations were followed according to the requirements of the State of Wisconsin Department of Transportation BOA and the City of Ashland, and has been approved by the BOA authorities.

The Airport Manager had the option of purchasing the mower prior to receiving funding and then get reimbursed by the BOA, or wait for funding from the BOA to reach the retailer and ask the Airport to pay the balance, before obtaining the mower. The preferred choice was the latter option.

In order to remain in contact while mowing, it would be beneficial to also obtain an aviation radio through the same granting. The BOA agreed to finance 80% of this purchase as well. As the purchase price for the radio was well below what was required by ordinance to obtain bids for, the Airport Manager determined to purchase this item through a very reputable and reliable company that he worked with in the past.

The Airport Manager recommended Council approve the JFK Memorial Airport acquire a John Deere 1550 lawn tractor and mower from Northland Lawn, Sport & Equipment for the amount of \$21,120, and an Aviation Radio from Marv Golden Pro-Forma for \$1,233.74, for a total of \$22,353.74 of which \$4,470.74 is the Airport's responsibility.

George moved, seconded by Haas to approve to purchase a lawn tractor from Northland Lawn, Sport & Equipment, and an aviation radio from Marv Golden Pro-Forma for the JFK Memorial Airport for a total amount of \$22,353.74 of which \$4,470.74 is the responsibility of the Airport. The motion carried unanimously by roll call vote.

Agenda Item 8B: Approve to Purchase a New Credit Card Reader for the JFK Memorial Airport, and to Approve to Waive Chapter 194.03, Ashland City Ordinances, for O'Day Equipment, LLC

Approve to Purchase a New Credit Card Reader for the JFK Memorial Airport, and to Approve to Waive Chapter 194.03, Ashland City Ordinances, for O'Day Equipment, LLC

The equipment used to swipe credit and debit cards at the JFK Memorial Airport came to the point of needing repairs or replacement. While in search of replacement parts, the Airport Manager was advised that this unit was fairly antiquated and needed replacement.

There were limited suppliers of this product. O'Day produced a proposal for a QT Pod which was a complete replacement of the old system. Another option called Multiforce would require the need for faster WIFI and a separate, dedicated computer station to be installed at the airport beyond what

is already there. The Multiforce product also did not honor the array of credit cards that the current machine accepts. For the above reasons, the preferred option leaned toward the O'Day Equipment LLC product.

While the actual unit cost was \$13,500, the charge for installation labor and mileage brought the purchase price slightly above the stipulated threshold spelled out in Chapter 194.03, Procurement of Goods and Services and Approval of Change Orders for Public Construction Projects, Ashland City Ordinances, which would require retrieving bids. Therefore, the Airport Manager requested Council waive the bidding requirement and approve the purchase from O'Day Equipment LLC for \$15,349.34.

George moved, seconded by Whitebird to approve to purchase a new credit card reader for the JFK Memorial Airport, and to approve to waive Chapter 194.03, Ashland City Ordinances, for O'Day Equipment, LLC for the amount of \$15,349.34. The motion carried unanimously by roll call.

Agenda Item 8C: Approve to Award KLM Engineering, Inc. a Contract for the Beaser Elevated Tower, Binsfield Standpipe, and Clearwell Water Tank Inspections

The Public Works Department, Water Utility advertised for bids on May 15 and 22, 2019 for the Water Storage Tank Inspection. The Utility received one (1) bid for the project from KLM Engineering, Inc.

Wisconsin NR code 810.14 requires water utility storage facilities to have a drain down inspection a minimum of every 10 years. The last inspection was done in 2009. The Water Utility has three storage facilities; the 500,000 gallon elevated tower on Beaser Ave, the 1,000,000 gallon standpipe on Binsfield near the School District Administrative building, and the concrete clear-well at the Water Plant.

The inspection included inspections of the interior and exterior of all of the storage facilities. The elevated tower and standpipe would be drained down for the inspection and include inspections of the interior and exterior of the storage facilities. KLM Engineering, Inc. would prepare a list of any observed deficiencies with recommendations for immediate and future repairs.

The Utility worked with KLM Engineering, Inc. in the past and recommended entering into a contract with them for this service. The work was expected to be completed by September 2019.

George moved, Ullman seconded a motion to approve to award KLM Engineering, Inc. a contract for the Beaser Elevated Tower, Binsfield Standpipe, and Clear-well Water Tank Inspections for the amount of \$12,540.00. The motion carried unanimously by roll call vote.

Agenda Item 8D: Approve a Resolution to Issue a Conditional Use Permit to Allow Parking as Principal Use in the City Center (CC) District at 900 Main Street West, Parcel #201-00192-0000, Applicant Mark Gutteter

The subject parcel had a commercial building with office/commercial space (currently Main Street Insurance) on the first floor and three residential units above. As noted in the applicant's cover letter, the building had significant structural and property maintenance issues that made it cost-prohibitive for the owner to renovate the existing building. As recommended in the UDO, shared parking had been explored with neighboring businesses which had not been granted. For these reasons, and to accommodate overflow parking for the Deepwater Grille restaurant and Cobblestone Hotel the Conditional Use Permit to utilize this property for parking as the primary use was being requested.

Additionally, the property owner expressed willingness to allow an easement on the northeast corner of the lot for a gateway/monument feature welcoming visitors to Ashland's downtown. Given its prime location directly adjacent to the core downtown, this would be the ideal placement for such a feature and would further the Comprehensive Plan recommendation to better brand and distinguish the core downtown which stretched from Ellis to 9th Avenue.

Prior to issuance of any Building Permits for expansion of the parking area, Site Plan approval by the Planning Commission was required to ensure all UDO standards including parking space and driveway size/placements, landscaping/screening, setbacks, site drainage, and plans for snow removal/storage were appropriately addressed. The request for the Conditional Use Permit pertained only to the use of the property as parking as the principal use.

Pufall moved, seconded by George to approve a resolution to issue a Conditional Use Permit to allow parking principal use in the City Center (CC) at 900 Main Street West, Parcel #201-00192-0000, applicant Mark Gutteter. Lewis asked Council to recognize Mark Gutteter to speak, and this was approved unanimously by voice vote. After much discussion, George called the question, seconded by Pufall. Before the vote was taken, Ullman stated point of order. A voice vote ruled in favor of the motion 6-5. While Wickman reviewed Robert's Rules in reference to the point of order, Moore rescinded her vote in favor to calling the question to allow Councilors to continue to discuss, defeating the motion to call the question 5-6. Ullman moved, seconded by Whitebird to table this item with no specific date of returning the item to the agenda. The motion failed 3-8 by show of hands. Tochterman offered a friendly amendment to the original motion to approve, to add to the CUP a requirement to grant the City an easement for Gateway to Historic Downtown signage. Both Pufall and George accepted this amendment. Moore called the question.

The motion to approve a resolution to issue a Conditional Use Permit to allow parking principal use in the City Center (CC) at 900 Main Street West, Parcel #201-00192-0000, applicant Mark Gutteter carried unanimously by roll call vote. **(File #17512)**

Agenda Item 8E: Approve Easement Agreement with LeRoy A. Watland, Jr., 1020 Lake Shore Drive West, Ashland, and Link International Investments, 104 11th Avenue West

As part of the Highway 2 Global Settlement Agreement previously approved by the City Council, this agreement called for a manhole installation remediation for the lateral leading to the properties located at 1020 Lake Shore Drive West and 104 11th Avenue West, Ashland, Wisconsin. This Easement Agreement was for the purpose of spelling out the City's responsibility for ongoing maintenance of the manhole and provides for access to the Owner's property to accomplish this purpose. The Easement Agreement was identical to the one previously approved by Council for the Subway Restaurant at 901 Lake Shore Drive West, Ashland, on August 28, 2018 and the U.S. Post Office on September 25, 2018.

The City Attorney recommended approval of this Agreement to enable completion of the remediation process.

Franek moved, seconded by Ortman to approve an easement agreement with LeRoy A. Watland, Jr., 1020 Lake Shore Drive West, Ashland, and Link International Investments, 104 11th Avenue West, Ashland. The motion carried unanimously by voice vote.

Agenda Item 9: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

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PRESENT: Holly George, Matt MacKenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Police Chief Jim Gregoire, Planning and Development Director Megan McBride, 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 Ullman mentioned of the need be familiar with parliamentary procedures as it pertains to meeting procedures.

Agenda Item 3: Administrator's Report

City Administrator Kucera thanked Council for their participation and attendance at the recent Council retreat. Beginning in July, he is asking to submit a department newsletter or memo to be included in the Council packets. Bids were to go out soon regarding the Maslowski Beach green infrastructure project. He recently met with Karl Solibakke, Northland College COO to discuss how the City and college can work more closely together. He also recently met with representatives from Bad River regarding using one of the City's water towers to mount an internet antennae onto. A public notice was soon going out into the community regarding an LDR violation from 2017. The pothole near Super One grocery was recently falsely reported to be that of the City's responsibility, when in fact it is on property owned and maintained by Super One.

Agenda Item 4: Approval of Agenda

George moved, seconded by Whitebird to approve the agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 5: Discussion Items

Agenda Item 5A: Discussion and Possible Action Regarding a Resolution to Support State Legislation Requiring Pharmacy Technician Registration (Councilor Franek)

Wisconsin is one of about 8 states that doesn't require their pharmacy technicians to be licensed. Their only requirements are that they must work under a pharmacist and have a high

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school diploma or GED. After obtaining on the job training, they can take an exam towards certification if the employer requires it. If a technician violates the law or professional practice in relation to their job performance, there is no way to track this information and they can get a job in another pharmacy.

Requiring the licensure of pharmacy technicians will ensure that the applicants have had a background check and fingerprints on file and they are registered with the Board of Pharmacists. This would increase public safety related to controlled substances.

George moved, seconded by Tochtermann to move a resolution onto the Council agenda for approval to support State Legislation requiring pharmacy technician registration. The motion carried unanimously by voice vote.

Agenda Item 5B: Discussion and Possible Action Regarding Financing for the New Police Facility (Councilor Ullman)

After reviewing the lengthy process to date regarding plans for a new Ashland Police Department facility, it was determined at the May 28, 2018 to move forward by bringing forward the next step which is discussion of financing options.

A summary of financing options was offered by Kucera. Ullman asked Council to recognize Butler to speak, and was approved unanimously by voice vote. George moved, seconded by Moore to approve to form a redevelopment authority for the City of Ashland, with the first order of business to be financing of the police facility. Ullman requested to amend the motion to eliminate the reference to the police facility. George and Moore both accepted this request.

As further discussion was had, Haas called the question, seconded by George. The motion carried 9-2 by show of hands; Whitebird and Pufall opposed. MacKenzie raised a point of order, stating that the agenda bill specifically references the police facility, and questioned if that should be removed from the motion. Ullman felt that the motion addresses the agenda bill title. George and Moore both agreed to return to the original motion on the table.

The motion to form the RDA with the intention of the police facility being the first project addressed carried 7-4 by show of hands; opposed was Whitebird, Ortman, MacKenzie and Pufall.

Ullman then proposed a motion to carry over the remainder of the Committee of the Whole agenda to the June 25, 2019 meeting as the time was coming upon the three hour limit. The motion carried 9-2 by show of hands; opposed were Whitebird and Ortman.

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Agenda Item 6: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

SUBJECT: Approve a Resolution to Support State Legislation Requiring Pharmacy Technician Registration

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Council Member

CLEARANCES: Committee of the Whole

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Wisconsin is one of 6 states that doesn't require their pharmacy technicians to be licensed. The only requirements are that they must work under a pharmacist and have a high school diploma or GED. After obtaining on the job training, they can take an exam towards certification if the employer requires it. If a technician violates the law or professional practice in relation to their job performance, there is no way to track this information and they can get a job in another pharmacy.

Requiring the licensure of pharmacy technicians will ensure that the applicants have had a background check and fingerprints on file and they are registered with the Board of Pharmacists. This would increase public safety related to controlled substances.

The Committee of the Whole unanimously approved this proposal at their June 11, 2019 meeting.

**RESOLUTION TO SUPPORT STATE LEGISLATION REQUIRING PHARMACY
TECHNICIAN REGISTRATION**

WHEREAS, the opioid epidemic has impacted the entire State of Wisconsin; *and*

WHEREAS, pharmacy technicians regularly interact with controlled substances including opioids;
and

WHEREAS, if a pharmacy technician is guilty of an offense related to workplace conduct, they can still be employed by another pharmacy; *and*

WHEREAS, Pharmacy Technician Registration would provide a mechanism to prevent technicians from practicing after a violation; *and*

WHEREAS, forty-four (44) other states require pharmacy technicians to be registered; *and*

WHEREAS, the State of Wisconsin does not yet have such a registry.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland urges the State of Wisconsin to create a State Registry for Pharmacy Technicians.

PASSED: June 25, 2019

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of May 2019

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

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6911	Deltco Plastic	601 Industrial Park Road	3,360 sf addition per approved Site Plan		\$840.00 Check	5056.1	5/2/2019
6944	Deltco Plastic	601 Industrial Park Road	Addition of loading docks per approved plans	\$75,000.00	\$350.00 Check	5056.1	5/2/2019
6948	Kevin Porter & Dolora Pufall	415 Main St. West	Roof repairs	\$5,000.00	\$50.00 Check	4245	5/3/2019
6957	City of Ashland	400 3rd Avenue East	Remove containers, finish exterior walls and add overhead doors and service door; Contractor: Campbell Construction	\$15,000.00	\$75.00 Check	1003	5/6/2019
6964	Carl and Mary Hambuch	400 Maple Ridge	Construction of 12' x 20' addition to accommodate bathroom and closet on northeast corner of home	\$40,000.00	\$200.00 Check	4915.14	5/16/2019
6972	Memorial Medical Center	1615 Maple Lane	Remodel mechanical room for new boilers	\$200,000.00	\$1,000.00 Check	4893	5/20/2019
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (6 detail records)							
Sum				\$335,000.00	\$2,515.00		

Permit type **Commercial-New Construction**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6941	Trudeau Construction Inc	419 Chapple Ave.	Construct new 1,824sf 3 stall garage adjacent to existing residential building on southeast portion of property	\$80,000.00	\$456.00 Check	783.2	5/30/2019
6988	Northern States Power	2400 Farm Road	Construct 700kW Photovoltaic Generation System on southeast portion of property per approved Site Plans and Civil Plans	\$1,000,000.00	\$5,000.00 Check	4940	5/30/2019

Permit type Commercial-New Construction

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
Summary for 'Permit type' = Commercial-New Construction (2 detail records)							
Sum				\$1,080,000.00	\$5,456.00		

Permit type Demolition/Moving

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6946	Randall Hmielewski	2906 Main Street East	Demolish and remove 618 sf, 1.5 story home including basement and concrete floor	\$10,455.00	\$50.00 Check	3481	5/3/2019
6950	H and F Rental Homes LLC	605/607 Mac Arthur Avenue	Demolish 20' x 20' garage retaining slab for parking use	\$500.00	\$15.00 Check	4367	5/3/2019
6959	Don Wilkes & Kendra Shields	502 15th Ave. W.	Demolish existing 8' x 8' storage shed on property	\$1,000.00	\$15.00 Cash	424	5/13/2019
Summary for 'Permit type' = Demolition/Moving (3 detail records)							
Sum				\$11,955.00	\$80.00		

Permit type Electrical

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6947	Kevin Porter & Dolora Pufall	415 Main St. West	Install new electrical service meter and circuit panels, Contractor: Jolma Electric	\$12,000.00	\$75.00 Check	4245	5/3/2019
6987	Northern States Power	2400 Farm Road	700kW Photovoltaic Generation System per approved Electrical plans. Master Electrician: Edward Zinthefer with Arch Electric LLC (4929612)	\$1,000,000.00	\$75.00 Check	4940	5/30/2019
Summary for 'Permit type' = Electrical (2 detail records)							
Sum				\$1,012,000.00	\$150.00		

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6951	David Harris	405 stuntz avenue	Install fence in front yard 4 feet in height	\$300.00	\$25.00 Cash	1877	5/3/2019

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6975	Chequamegon Food Coop Inc.	700 Main Street West	Temporary Right-of-Way Permit to install 2 U-shaped bike racks adjacent to Main St W side of building under awning		\$30.00 Check	701	5/21/2019
6979	Zachary and Mark Jurewicz	808 Willis Avenue	Renewal of Keeping of Animal permit for 6 chickens and rabbits		\$20.00 Cash	2458	5/24/2019
6982	Erin English	808 Water St.	Development Permit to utilize home for short term rentals		\$75.00 Check	1102	5/28/2019
Summary for 'Permit type' = Misc Zoning Fees (4 detail records)							
Sum				\$300.00	\$150.00		

Permit type Plumbing&Heating

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6913	Kevin Porter & Dolora Pufall	415 Main St. West	Replace existing HVAC system and replace existing water heaters with new; Contractors: Elza Heating Co (#1414182); Katon Heating & Cooling (#1000100)	\$40,000.00	\$50.00 Check	4245	5/3/2019
6984	Memorial Medical Center	1615 Maple Lane	Boiler room renovations including 4 new boilers, 4 floor drains, 1 sump pump and 2 open site drains. Contractor: KBK Services (#1414072)	\$250,000.00	\$250.00 Check	4893	5/28/2019
Summary for 'Permit type' = Plumbing&Heating (2 detail records)							
Sum				\$290,000.00	\$300.00		

Permit type Residential-Accessory Structures

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6956	Frank K. Koehn	619 17th Ave. W.	Build greenhouse on west side (house side) of existing garage		\$25.00 Check	490	5/6/2019
6960	Don Wilkes & Kendra Shields	502 15th Ave. W.	Construct new 10' by 27' accessory structure	\$25.00	\$25.00 Cash	424	5/13/2019
6989	James Byrnes	619 Prentice Ave.	Put up storage canopy located between existing home and garage		\$25.00 Check	2172	5/31/2019
Summary for 'Permit type' = Residential-Accessory Structures (3 detail records)							
Sum				\$25.00	\$75.00		

Permit type Residential-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6962	Lance and Kathleen Barnes	628 11th St. East	Install apprxomately 70 feet of fencing 6 feet in height on east side of property, connecting from southeast corner of home to southeast corner of detached shed located in		\$50.00	Check	2879 5/16/2019
6966	SHAE SCHACHAMEYER	223 Stuntz Ave.	Install approx. 90' of metal fencing, 4' in height along 3rd St E and Stuntz Ave sides and 6' in height along side property line	\$600.00	\$50.00	1566	5/16/2019
6969	Kenneth and Mitzi Lee	2106 4th St E	Install wood fence along east property line with setback from neighboring fence to allow for maintenance. Fence 6' in height, located	\$1,000.00	\$50.00	3564	5/20/2019
6978	Jerome and Debra Hudak	1107 Beaser Avenue	Privacy screen/fence.	\$150.00	\$25.00	Cash	3934 5/23/2019
6983	Mattson Properties LLC	116 Beaser Ave.	Install temporary swimming pool in rear yard 14ft in circumference and 3.5ft in depth (Permission granted by property		\$25.00	Cash	57 5/28/2019
Summary for 'Permit type' = Residential-Miscellaneous (5 detail records)							
Sum				\$1,750.00	\$200.00		

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6935	William and Hazel Biglow	105 Vaughn Avenue	Renew roofing permit	\$7.50	\$7.50	Check	4236 5/7/2019
6942	James Pagac	700 St. Claire	Replace roofing, sidie the house, repairs to foundation	\$3,180.00	\$105.00	Check	1228 5/1/2019
6943	James and Paula Cuffle	2803 Main Street East	Remove and replace existing asphalt shingles on home		\$40.00	Cash	3364 5/2/2019
6945	David Ochsenbauer&Larry Cicero	300 Beaser Ave.	Replace roofing and siding on garage, install new cement slab for garage		\$80.00	Check	251 5/2/2019
6949	Heather Kurtz	1516 Macarthur Ave	Replace and install asphalt shingles on roof	\$5,500.00	\$40.00	Check	3256 5/3/2019

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6952	John E. Schwiesow	311 11th Ave. W.	Remove and replace existing siding on garage	\$1,500.00	\$40.00 Cash	235	5/3/2019
6954	Christopher Pribek	813 9th ave west	Replace existing roof shingles	\$9,000.00	\$40.00 Check	4458	5/6/2019
6955	Frank K. Koehn	619 17th Ave. W.	Renewal of permit #6105 (Remove existing front porch and construct new 8' x 24' deck across the front of the house with new steps)	\$6.25	\$6.25 Check	490	5/6/2019
6958	Valerie Levno	1218 9th Avenue West	Repair foundation and replace cement steps with wooden landing area and steps; Contractor: Miller Construction	\$10,000.00	\$50.00 Check	3875	5/6/2019
6961	Aaron and Stephanie Wilson	#1 Victoria Lane	Remove and replace existing siding with new vinyl siding	\$14,000.00	\$40.00 Check	4779.1	5/15/2019
6963	Gradillas Revocable Living Tst	506 15th Ave. W.	Re-roof of 2,000 sq. ft. Of house and garage roof (shingles). Fix fascia boards.	\$8,000.00	\$40.00 Check	426	5/16/2019
6965	Dennis Hudson	1200 5th Street East	1,200 sf drywall and insulation replacement, ridge vent replacement. Contractor: Four Winds Enterprises LLC	\$13,880.00	\$69.40 Check	2080	5/16/2019
6968	Jeannie Barry	407 21st Avenue East	Tear off existing roofing and install new asphalt shingles on home	\$4,500.00	\$40.00 Check	3561	5/20/2019
6970	Robert and Patricia Eaton	1321 6th Ave West	Replace large living room window on side of home facing 6th Avenue West	\$8,000.00	\$40.00 Check	4574	5/20/2019
6973	Mechalle Poppy	722 17th Ave. W.	Replace 13 windows-- all inserts, no alterations involved. Contractor: Your Home Improvement Company	\$12,121.00	\$65.00 Check	591	5/20/2019
6974	Deb Sandor	1120 7th Street West	Remove and replace asphalt shingles and roofing underlay on home	\$4,100.00	\$40.00 Cash	559	5/21/2019
6976	Pagac Properties LLC	407 Beaser Avenue	Renewal of permit #6259 for siding, and for re-roofing with shingles	\$3,000.00	\$47.50 Check	335	5/21/2019
6977	Sharon Olby	220 11th Ave. E.	Replacing siding on house; Replacing roofing above porch area & putting metal roof over existing roofing (cost under \$1,000)	\$6,500.00	\$40.00 Check	1521	5/23/2019

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

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6980	Gerald and Merrilee Carlson	123 8th street east	Renewal of Permit #6689 for 2 decks in front yard, & permit for deck in rear yard.	\$6,000.00	\$57.50 Check	2338	5/24/2019
6981	Curtis L. Gauthier	307 8th St. East	Closing in front porch	\$2,400.00		2361	5/28/2019
6985	James Diemer	223 7th Ave. E.	Remove and replace asphalt shingles on roof of western principal structure	\$4,000.00	\$40.00 Check	1581	5/29/2019
6986	Tammy J. Reykdal	709 10th Avenue West	Remove and replace asphalt shingles on principal structure. Contractor: BB Builders LLC	\$3,000.00	\$40.00 Cash	4386	5/30/2019
Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (22 detail records)							
Sum				\$118,694.75	\$968.15		
Grand Total				\$2,849,724.75	\$9,894.15		

City of Ashland, Wisconsin

Monthly Property Report

Property report for the month of May 2019

Maintenance concern

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/24/2019	766	Chris Luebben	319 Chapple Ave.	\$0.00
		Action taken	5/24/19 at 1:40 pm: I talked to Kathy Beeksmma (715) 682-7066 or 7031 from Ashland Housing Authority. She stated that Bay Tower does not hav	
5/31/2019	1449	Chris Luebben	100 13th Ave. E.	\$0.00
		Action taken	5/31/19: Sent 2nd letter to register snowmobile & place current sticker on it OR put in an enclosed structure.	

Maintenance concern Accessory Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/22/2019	4463	Chris Luebben	920 8th Street W	\$0.00
		Action taken	5/22/19: Sent first letter giving until 9/1/19 to repair the garage roof.	

Maintenance concern Garbage

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/1/2019	1391	Chris Luebben	707 Main St. East	\$0.00
		Action taken	Sent first letter giving until 5/27/19 to remove the old couch and TV from the rear yard (by the dumpster) & properly dispose of them.	
5/2/2019	2484	Chris Luebben	801 5th Avenue East	\$0.00
		Action taken	Sent first letter giving until 5/16/19 to store or dispose of the tires, and to properly dispose of the garbage.	
5/3/2019	1525	Chris Luebben	1121 3rd St. E.	\$0.00
		Action taken	Sent 2nd letter regarding miscellaneous storage (1st ltr on 10/23/18) - to store or dispose of old tire by the garage.	
5/3/2019	1774	Chris Luebben	312 11th Avenue East	\$0.00
		Action taken	5/3/19: Sent first letter requiring that Air conditioners, wood chair and table, and garbage & debris in rear yard be cleaned up.	
5/8/2019	3033	Chris Luebben	1019 10th St. West	\$0.00
		Action taken	Handed in person ltr to tenant on 5/8/19 at 2:57. Sent first letter to owner giving until 5/19/19 to properly dispose of Mattress and box spring sets, h	

5/8/2019	3033	Chris Luebben	1019 10th St. West	\$0.00
		Action taken	Handed in person ltr to tenant on 5/8/19 at 2:57. Sent first letter to owner giving until 5/19/19 to properly dispose of Mattress and box spring sets, h	
5/15/2019	1581.1	Chris Luebben	613 3rd Street E	\$0.00
		Action taken	5/15/19: Sent first letter to tenant giving until 5/31/19 to dispose of or store the tire and scrap metal/iron.	
5/20/2019	335	Chris Luebben	407 Beaser Avenue	\$0.00
		Action taken	Gave first letter to all 4 tenants, giving until 5/30/19 to remove couch from City right-of-way.	
5/22/2019	256	Chris Luebben	322 Beaser Ave	\$0.00
		Action taken	I left a door hanger on 5/22/19 at 11:51 am to properly dispose of the appliance.	
5/22/2019	256	Chris Luebben	322 Beaser Ave	\$0.00
		Action taken	I left a door hanger on 5/22/19 at 11:51 am to properly dispose of the appliance.	
5/22/2019	256	Chris Luebben	322 Beaser Ave	\$0.00
		Action taken	I left a door hanger on 5/22/19 at 11:51 am to properly dispose of the appliance.	
5/24/2019	2202	Chris Luebben	605 Ellis Ave	\$0.00
		Action taken	5/24/19: I sent owner first letter reminding them that the area must be cleaned up BEFORE being filled with soil.	
5/28/2019	265	Chris Luebben	310 14th Ave. W.	\$0.00
		Action taken	5/28/19 1:21 pm: Left a door hanger giving 48 hrs. to dispose of garage in alley (until 5/30/19 at 1:22 pm).	
5/28/2019	265	Chris Luebben	310 14th Ave. W.	\$0.00
		Action taken	5/28/19 1:21 pm: Left a door hanger giving 48 hrs. to dispose of garage in alley (until 5/30/19 at 1:22 pm).	
5/28/2019	265	Chris Luebben	310 14th Ave. W.	\$0.00
		Action taken	5/28/19 1:21 pm: Left a door hanger giving 48 hrs. to dispose of garage in alley (until 5/30/19 at 1:22 pm).	
5/29/2019		Chris Luebben		\$0.00
		Action taken	5/29/19: I emailed & mailed a letter to the contact on the rental reg. list (Jeff & Katie Zunker) to remove the mattress or box spring from the yard.	

Maintenance concern Other

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/1/2019	2017	Chris Luebben	507 Willis Ave.	\$0.00
		Action taken	4/30/19: I sent letter to remind them of City Ordinance 750,B,15 and 978 regarding burning materials.	
5/7/2019	3232	Chris Luebben	1301 9th Ave. West	\$0.00
		Action taken	Sent letter to property owner stating that the creosote-coated utility poles being cut up in yard cannot be used as firewood. Copy of ltr to Xcel Energy	

5/7/2019	3232	Chris Luebben	1301 9th Ave. West	\$0.00
		Action taken	Sent letter to property owner stating that the creosote-coated utility poles being cut up in yard cannot be used as firewood. Copy of ltr to Xcel Energy	
5/7/2019	3232	Chris Luebben	1301 9th Ave. West	\$0.00
		Action taken	Sent letter to property owner stating that the creosote-coated utility poles being cut up in yard cannot be used as firewood. Copy of ltr to Xcel Energy	
5/11/2019	131.1	Chris Luebben	217 15th Avenue West	\$0.00
		Action taken	1/25/19: Sent first letter giving until 5/6/19 to cut back the trees on the corner for better visibility.	
5/16/2019	2338	Chris Luebben	123 8th street east	\$0.00
		Action taken	5/16/19: 1st notice sent regarding the rear deck/porch. Owner needs to get a bldg. permit.	
5/16/2019	2338	Chris Luebben	123 8th street east	\$0.00
		Action taken	5/16/19: 1st notice sent regarding the rear deck/porch. Owner needs to get a bldg. permit.	
5/20/2019	4232	Chris Luebben	515 & 513 West Main St.	\$0.00
		Action taken	5/20/19: Sent owner first letter giving until 6/3/19 to remove graffiti from the building.	
5/20/2019	4232	Chris Luebben	515 & 513 West Main St.	\$0.00
		Action taken	5/20/19: Sent owner first letter giving until 6/3/19 to remove graffiti from the building.	
5/20/2019	4232	Chris Luebben	515 & 513 West Main St.	\$0.00
		Action taken	5/20/19: Sent owner first letter giving until 6/3/19 to remove graffiti from the building.	
5/24/2019	1936	Chris Luebben	401 Ellis Ave.	\$0.00
		Action taken	5/24/19: Sent first letter to fill potholes in driveway and parking area.	

Maintenance concern Principal Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/1/2019	2033	Chris Luebben	520 7th Ave. East	\$0.00
		Action taken	4/29/19: I called Becky (NWCP Transitional Housing 715-209-2773) and then Zac Zakoved (715-979-1126. Zac said the tenant has no cause to c	
5/1/2019	2033	Chris Luebben	520 7th Ave. East	\$0.00
		Action taken	4/29/19: I called Becky (NWCP Transitional Housing 715-209-2773) and then Zac Zakoved (715-979-1126. Zac said the tenant has no cause to c	
5/1/2019	2033	Chris Luebben	520 7th Ave. East	\$0.00
		Action taken	4/29/19: I called Becky (NWCP Transitional Housing 715-209-2773) and then Zac Zakoved (715-979-1126. Zac said the tenant has no cause to c	
5/1/2019	2721	Chris Luebben	1022 7th Avenue East	\$0.00
		Action taken	5/1/19 landlord's son came into office & discussed finishing painting the exterior of th house this summer.	

5/9/2019	2802	Chris Luebben	1015 Vaughn Avenue	\$0.00
		Action taken	Megan McBride contacted Stephen Schraufnagel to inspect. Stephen will contact the property owner for entry.	
5/17/2019	1650	Chris Luebben	208 3rd Ave. West	\$0.00
		Action taken	5/20/19: Sent owner first letter giving until 6/3/19 to remove graffiti from the building and rear doors.	

Maintenance concern Vehicle

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/3/2019	1444	Chris Luebben	120 13th Ave. E.	\$0.00
		Action taken	Sent 2nd letter giving until 5/27/19 to renew & place current sticker & plate on vehicle. Repeat offense.	
5/3/2019	1444	Chris Luebben	120 13th Ave. E.	\$0.00
		Action taken	Sent 2nd letter giving until 5/27/19 to renew & place current sticker & plate on vehicle. Repeat offense.	
5/3/2019	1444	Chris Luebben	120 13th Ave. E.	\$0.00
		Action taken	Sent 2nd letter giving until 5/27/19 to renew & place current sticker & plate on vehicle. Repeat offense.	
5/3/2019	1444	Chris Luebben	120 13th Ave. E.	\$0.00
		Action taken	Sent 2nd letter giving until 5/27/19 to renew & place current sticker & plate on vehicle. Repeat offense.	
5/3/2019	1774	Chris Luebben	312 11th Avenue East	\$0.00
		Action taken	Sent reminder letter stating ordinance section 871 regarding camping unit.	
5/7/2019	235	Chris Luebben	311 11th Ave. W.	\$0.00
		Action taken	I talked to tenant on 5/3/19 to move the Jeep into an enclosed structure or get it registered & removed from lawn.	
5/7/2019	235	Chris Luebben	311 11th Ave. W.	\$0.00
		Action taken	I talked to tenant on 5/3/19 to move the car from across the City sidewalk.	
5/10/2019	2331	Chris Luebben	109 8th St. East	\$0.00
		Action taken	5/10/19: Gave letter on door hanger to tenant (Stacy Viater) stating not to parked any vehicles across the Ctiy sidewalk. DSCN 7740, 41	
5/10/2019	2331	Chris Luebben	109 8th St. East	\$0.00
		Action taken	5/10/19: Gave letter on door hanger to tenant (Stacy Viater) stating not to parked any vehicles across the Ctiy sidewalk. DSCN 7740, 41	
5/10/2019	2331	Chris Luebben	109 8th St. East	\$0.00
		Action taken	5/10/19: Gave letter on door hanger to tenant (Stacy Viater) stating not to parked any vehicles across the Ctiy sidewalk. DSCN 7740, 41	
5/11/2019	2560	Chris Luebben	805 4th Avenue West	\$0.00
		Action taken	5/10/19: Sent first letter to move Dodge Durango with plate # 574-YRK from across City sidewalk.	

5/16/2019	3408 Chris Luebben	2123 Main Street East	\$0.00
	Action taken	5/17/19: Sent first letter regarding unregistered vehicle (license plate #167-WFS expired 7/22/17) parked on grass in the yard.	
5/21/2019	1881 Chris Luebben	422 willis ave	\$0.00
	Action taken	5/21/19: I left first letter on door hanger at 8:11 am, re: unregistered veh parked in City right-of-way. I talked to David Nevala on the phone at 3:30	
5/29/2019	1399 Chris Luebben	713 Main St. East	\$0.00
	Action taken	5/29/19: Sent first letter giving until 6/19/19 to move unregistered/inoperable vehicle to an enclosed structure.	

Maintenance concern Zoning

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/6/2019	2195	Chris Luebben	608 2nd Avenue West	\$0.00
		Action taken	Placed letter on door hanger stating a permit is needed to build a handicap ramp. (see pics DSCN 7607 thru 7611).	

City of Ashland- Sustainability Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Thursday, July 26, 2018 at 6:00 p.m.**
in the **Ashland City Hall Council Chambers**

Committee Members Present: Kaas Baichtal, Valerie Damstra, Lissa Radke, Kate Ullman, La Mer

Committee Members Absent: Jessica Eckhardt, Dale Kupczyk

Staff Present: Laura Loucks, Megan McBride

Laura Loucks opened the meeting at 6:00 p.m.

Agenda

1) Approval of minutes from June 28, 2018

Edits from Kaas, general consensus to simplify and paraphrase more
Motion to approve by Kate Ullman, contingent on minor adjustments, second by Val

2) Citizen Comments

Kate Ullman has heard from Richard Katrine, interested in talking about the lake, and water quality. Also Karl who owns bike shop stopped her to mention that people have been biking on sidewalk between Sandborn and Blue Wave which needs to be cleared.

3) Projects/Discussions

a) Set Committee meeting dates

Officially set meeting dates on 4th Thursday
Discussed August meeting- 27 or 29 for KEEB workshop (Doodle poll for official count)
Inviting City Councilors, Steve Schraufnagel, Housing Authority

b) Discussion of Comp Plan Sustainability items

Kate talked about focusing specifically on Comp Plan goals for more weight behind our suggestions. Went through each sustainability goal in the Comp Plan with Megan and Laura talking about what has already been done for each.

Focus on Energy was brought up for energy efficiency resources and rebates. Valerie to connect us with someone from Focus on Energy to come and present to the Committee. Also suggestion of using HIP funds for energy efficiency?

Suggested Public Works speaker as well to understand what their department is working on. City building goals are included in Comp Plan for energy savings, money, and leading by example.

Rose went around in 2016 and interviewed department heads on sustainability- will give out that document at next meeting.

Lissa suggested more advertisement in the paper for what has been done in the City and the small successes.

Kate mentioned also sending things to Deb to include in weekly publications

Megan and Laura discussed municipal composting options- how much capacity does food lab have?

Kate talked about the Food Lab just need brown matter- how to support them with leaf collection and cardboard?

Megan said maybe using Northland capstone for park goal- all residents within 10min walk of a park.

Valerie curious about building ordinances in relation to runoff and stormwater management. Talk about how to incorporate more progressive requirements into building code; pushing the envelope slightly more now because of the recent storms and damage from those.

Valerie suggested low-impact development training for contractors and builders.

Using Superior and Duluth as models for ordinances, water management plans, and green space. Discussion of reading the City's Unified Development Ordinance section 8 to better understand what is already in place – Megan will bring to next meeting.

Would like to invite Public Works to September meetings to understand what their priorities are and what they need to do their job. How do we talk to employees about grass cutting and other things that would help water management?

Including sustainability questions in job description and interviews for new Public Works director, utility director etc. Making sure we know where they stand with employees and letting them know where the City's priorities are.

Kate suggested inviting the new City Administrator to a meeting.

Megan review City Farm opportunities and urban agriculture. No current ordinance to allow urban agriculture, and there has been some interest in that from residents.

Development can be limited in city limits for people who don't want to build but would like to buy land. Local food isn't necessarily the most sustainable, and there are other organizations working on this issue already- not something the City needs to pursue directly, but how can we support others like Todd and the CSA etc?

Megan: we would like to identify disconnection between sidewalks, and finding ways for City, residents, or capstone project can work on that

Kate: need to focus more on sidewalk shoveling near the downtown. We can't have walking unless the sidewalks are clear. How do we make sure sidewalks are properly shoveled?

Street crossing and trail crossing (especially at Walmart) is very dangerous and need more attention paid to pedestrians

c) Complete voting on strategic action plan

Discussion of top strategies from June meeting. We weren't able to set in stone these topics, but talked more about what is being done and partnerships we would pursue especially Public Works and outside. Storm water utility fee may be needed now with recent storms and costs associated with that damage. Laura will research other cities with storm water fees and treatment and such.

Lissa mentioned Superior or Duluth does bulk-buy of rain barrels and compost bins and sells to resident for market rate. Could we partner with UW-Ex, and county to offer this in Ashland?

d) Discussion on sustainability themes to focus on

No discussion, tabled for future meeting.

e) Discussion of other projects/workshop ideas

No discussion.

4) Announcements

Brochure
25x25 report
KEEP workshop in August

Kaas mentioned concerns focusing on projects and things that only a City can do, since we are a City Committee. Also thinking about taking direction from department heads about things to focus on, since they have a better understanding of what they need to fix the root problems. We must also focus on systemic issues and root causes to increase the sustainability of our economic and human resources. We can't keep playing catchup in our departments.

Lissa said that it might be too difficult to tackle all of the issues of all departments right now. We might just want to focus on the environmental sustainability issues before we go through the whole comp plan and pick out each department's sustainability goals.

Discussion on setting aside prioritizing and specific recommendations to keep learning about different departments and what each are already doing. Might take a while to really understand how things are already run before making recommendations.

5) Adjournment

Motion to adjourn by Kate Ullman. Seconded by Valerie Damstra.
--

Meeting was adjourned at 8:30pm. Minutes done by Laura Loucks.

City of Ashland- Sustainability Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Thursday, September 27, 2018 at 6:00 p.m.** in the **Ashland City Hall Council Chambers**

Committee Members Present: Kaas Baichtal, Valerie Damstra, Kate Ullman, La Mer Riehle, Jessica Eckhardt, Dale Kupczyk

Committee Members Excused: Lissa Radke

Staff Present: Megan McBride, Brant Kucera

Megan McBride opened the meeting at 6:00 p.m.

Brant Kucera, the new City Administrator, introduced himself to the committee.

Agenda

1) Approval of minutes from July 26, 2018

Kaas Baichtal corrected that a quote attributed to her towards the end of the conversation was actually somebody else.

Motion to approve minutes with correction by La Mer Riehle, seconded by Kaas Baichtal. Passed unanimously.

2) Citizen Comments

No comments.

3) Projects/Discussions

a) Discussion with Diane Nelson about storm water management in Superior, WI

Diane Nelson, Stormwater and Administrative Manager for the City of Superior, began by providing the committee some background information on Superior's Stormwater Utility they established in the early 2000's. The process they used involved digitizing impervious surface in the whole City to be reanalyzed every 5 years, working with business owners when setting the fee as well as credits/incentives that would help, and ample community outreach and education.

Megan McBride asked what types of community outreach methods were utilized.

Diane Nelson explained that some of the strategies they used included...

- Articles in the newspaper about the need for a stormwater utility;
- Meetings in every Council district;
- Individual meetings with large employers and landlords;
- Sent estimated bills to people which garnered a big response; and

- Hired a public outreach/education staff person.

Kate Ullman asked what types of credits or incentives are offered to encourage more efficient water usage.

Diane Nelson said that some incentives they offer include...

- Businesses who exceed the DNR stormwater retention pond requirements receive a credit;
- Regional ponds can be established where everybody in that designated area or block gets a credit; and
- A credit offered for peak flow reduction.

Kate Ullman asked if Superior has experienced issues with overflows similar to those that have occurred in Ashland due to heavy rains.

Diane Nelson said that they did have a lot of issues with overflows due to inflow and infiltration (I & I). She explained that I & I refers to points in the sanitary sewer infrastructure where stormwater is entering which can lead to overflows during heavy rain events. The City of Superior has been actively working to address this issue through infrastructure improvements to separate water from stormwater and identify points where maintenance is required to prevent I & I from occurring.

Megan McBride asked what other projects or initiatives the City of Superior has worked on to improve water quality.

Diane Nelson described a wide variety of activities they have implemented or staff are working towards including...

- Selling rain barrels at a subsidized rate (over 10,000 barrels sold to date);
- Hosting rain garden workshops with one installed at the municipal water plan;
- Working with middle schoolers to install rain gardens;
- Offering a stormwater tour;
- Encouraging developers to use green infrastructure or landscaping rather than retention basins to capture stormwater; and
- Currently working on a Watershed Plan.

b) Discuss educational forums/events related to water management practices

Megan McBride updated the committee on a meeting she had with Mary Jo Gingras (Ashland County Conservationist) and Lissa Radke to discuss partnering between the City and County on stormwater outreach and education initiatives. Ideas that were discussed include applying for grant funding to fund rain garden installation, selling rain barrels and/or hosting a storm drain mural competition. The Sustainability Committee will discuss this further at future meetings.

c) Discuss department meetings from 2016

Item tabled for a future meeting.

d) Review of 25x25 Plan report

Item tabled until the October meeting.

4) Announcements

Megan McBride announced that the Midwest Renewable Energy Association (MREA) recently advertised an opportunity for communities to receive assistance in coordinating a group buy in their area. The program requires no funding and minimal staff time from the municipality and has been very successful in bringing solar to communities. The application deadline is November 16th, and hopefully the City will be able to partner with the County on this.

5) Adjournment

Motion to adjourn by Jessica Eckhardt. Seconded by Kate Ullman. Passed unanimously.

Meeting was adjourned at 7:30pm. Minutes done by Megan McBride.

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **November 14, 2018 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Sam Ray, Betty Harnisch, Kathy Beeksma, Megan McBride

Committee Members Absent: Ginger Nuutinen, Steve Pierce, Ana Tochtermann, Liz Franek

Staff Present: Chris Luebben, Mayor Lewis, Brant Kucera

Mayor Lewis opened the meeting at 8:30 a.m. She introduced new City Administrator Brant Kucera to the committee.

Agenda

1) Consent Agenda

Motion to approve the agenda by Kathy Beeksma. Seconded by Betty Harnisch. Passed unanimously.

2) Approval of minutes

a) Approval of minutes from September 12, 2018 meeting

Motion to approve the minutes from the September 12, 2018 meeting by Betty Harnisch. Seconded by Kathy Beeksma. Passed unanimously.

b) Approval of minutes from October 10, 2018 meeting

Motion to approve the minutes with corrections from the October 10, 2018 meeting by Betty Harnisch. Seconded by Kathy Beeksma. Passed unanimously.

3) Citizen Comments

Terry Schemenauer, Criminal Justice Coordinator with Ashland County, updated the committee that the group he is working with on a sober drop-in center has completed their business plan and are working on identifying a location. The purpose of the drop-in center will be to provide a safe and sober social environment as well as a meeting space for various sobriety support groups (i.e. AA, Al-Anon, etc.).

Jerry Moore informed the committee of his ongoing efforts to create a sustainable intentional community for people who are or have struggled with substance abuse, people in transition, and homeless individuals. He shared a conceptual layout on the Beaser Avenue site with the committee. The site would include a combination shelter types including permanent tiny homes, tents, and the potential for more innovative designs such as shipping container small homes. Also included in his concept plan is a restaurant with associated greenhouses on the property to provide quality food as well as job training opportunities for residents of the intentional community. He also owns about 39 acres of land just south of Ashland which could be used to supplement food production.

4) Old business

a) Updates on progress with:

- CDBG

Megan McBride updated the committee that she successfully found all of the past CDBG housing files that NWRPC needs and they will be picking them up the next time they are in Ashland. There have been 3 projects approved since the last meeting, 2 of which have inspections scheduled and the third is under review. She asked committee members to continue to help get the word out about these available funds. This is also something the Marketing & Public Outreach intern (starting in January) will work on.

- HIP

Megan McBride provided the following updates about the HIP program:

- 812 Vaughn Avenue: The HIP program contributed \$2,000 of funding towards the roof repair which is now complete. The property owner will be saving up to address the foundation this summer, and the HIP program will assist with materials and volunteers to repaint the home as well.
- 2106 4th Street East: The demolition of two dilapidated sheds has been completed with the cost of the dumpster covered through the HIP program. The property owner will be working to repair the third remaining shed or demolish and construct a new one in spring of 2019.
- Starting in 2019, Chris Luebben will take over identifying HIP projects and working with property owners and contractors. Megan will shift to being in charge of approving projects and will work on fundraising.

- Property Maintenance

Chris Luebben provided before and after pictures to illustrate some of the many successes she has had in getting residents to address property maintenance violations. She highlighted a specific example which has been ongoing for years where a resident worked with Chris to bring the property into compliance while still maintaining many of the quirky/artistic features the property owner wanted. Chris informed the committee that one of the biggest issues she's having recently is working with property owners who park across the sidewalk. She has and will continue to work with anyone currently parking across the sidewalk to determine a suitable alternative parking location on their property. So far, all of the properties who have been contacted about this have had an alternative available to them.

b) Update on December 2018 Landlord Forum

Megan McBride informed the committee that a poll was sent out to landlords requesting their input for a date/time that would work for the most people and would send out follow-up postcards and post on the City website with the selected date/time.

Agenda items for the forum will include:

- 1) Presentation and discussion about bed bugs by Kathy Beeksmas

- 2) Presentation and discussion about the water Utility by Julie Vaillancourt (Finance Director for the City of Ashland)
 - 3) Presentation and discussion about property maintenance by Chris Luebben
- c) Discuss Strategic Plan Implementation
No discussion, postponed until January meeting.

5) **New business**

- a) Discuss of Health in All Policies project focus and resources

Megan McBride went over the summary sheet that Katya (Ashland's Health in All Policies project manager) provided based on the Housing Committee's previous discussion and interest areas. The project focus previously agreed upon would focus on exploring models for coordinating local resources for individuals experiencing homelessness and housing instability. She asked if the committee still agrees with this focus, and if they have ideas for narrowing the scope to a specific project.

Kathy Beeksma pointed out that local providers are generally aware of available services and where to send people based on their needs, but many landlords are not aware of opportunities to get people connected to these resources. She suggested an online hub of information about how to recognize potential symptoms related to mental health or substance abuse issues and what to do/who to contact for assistance could be a good focus for the project.

Sam Ray agreed that area providers are very connected and aware of what resources other organizations have available. She pointed out that there is an overall lack of supportive housing services in the Ashland area with Superior being probably the closest community that offers permanent supportive housing. Therefore, part of the problem is that providers don't necessarily have the appropriate type of resources to assist individuals who would benefit greatly from a permanent supportive housing environment. She also cited an example of scattered site permanent supportive housing that exists in Ann Arbor, MI through an organization called Avalon where their local Salvation Army is the point of entry for individuals in need of their services.

Mayor Lewis asked how people who are not providers (i.e. landlords, inspectors) know where to send people for resources in Ashland?

Kathy Beeksma said that a lot of people come to the Housing Authority when they need help. However, the Housing Authority is not set up for rapid rehousing services and there are also parameters set by HUD for who they can rent to which may disqualify some individuals. She suggested that identifying resource gaps related to housing would be helpful.

Terry Schemenauer said that he works with small claims cases for Ashland County and a large portion of them involve landlords who are trying to evict a tenant which can end up being a lengthy process. He suggested that a housing program could be set up to which landlords could contribute and would help fund housing that offers needed supports, particularly for individuals with substance abuse and mental health issues

contributing to the underlying causes of the eviction. This would benefit both parties as it would speed up the timeframe for getting the tenant out of the home (and likely help minimize property damage) and would also ensure that people being evicted still have a place to go.

Sam Ray said that another component involves working with landlords to give people second chances who may have a bad rental record but have gone through treatment and/or taken other steps to improve their situations.

The Committee decided that an IT option such as an online information hub seems like a low-hanging fruit and, combined with education/publicizing, would help address the issues discussed and help with homelessness prevention.

6) Announcements

- a) Set next meeting date and discuss possible agenda items
 - There will be no meeting in December 2018, and Megan will send out the full 2019 meeting calendar with the January meeting packet.

7) Adjournment

Motion to adjourn by Megan McBride. Seconded by Betty Harnisch. Passed unanimously.

Meeting was adjourned at 9:45am. Minutes by Megan McBride.

VPL Board Meeting January 10, 2019

Approved February 14, 2019

Present were Mary Asbach, Clarence Campbell, Dinny Bolka, Janna Levings, Michelle Jardine, Sarah Adams, Jim Crandall, Sheva Abeles-Allison (new hire for Communication and Community Outreach

Also present representatives from Cedar Corp, who did building assessment. Cory Scheidler, project architect and Troy Peterson, structural engineer

Meeting called to order - 5:32

Approval of agenda - Motion to approve agenda made by Mary and seconded by Dinny. Passed.

Approval of December minutes - Motion made by Jim and seconded by Clarence. Passed.

Public participation – Sheva Abeles-Allison introduced to board.

New Business – By-Laws were to be reviewed. Motion made by Jim and seconded by Clarence to postpone this until January. Passed.

Continuing business

Cedar Corp had distributed copies of their report and board members had copy. They went over report and answered questions. Building overall is in fair to good shape. Load capacity is appropriate for possible revisions to first and second floors. Third floor had less capacity but appropriate for present type of use.

Next step – Code analysis of mechanical, electric and plumbing by Cedar Corp.

Michelle made motion to approve this next step and Mary seconded it. Passed.

Motion made to postpone policy review and mission statement to February meeting. Mary made motion and Jim seconded it. Passed.

Director's report and financial report.

Meeting adjourned at 7:15.

VPL Board Meeting February 14, 2019

Approved March 14, 2019

Present were Mary Asbach, Dinny Bolka, Janna Levings, Michelle Jardine, Sarah Adams, Jim Crandall, Jackie Moore

Meeting called to order - 5:35

Approval of agenda - Motion to approve agenda made by Dinny and seconded by Mary. Passed.

Approval of January minutes - Motion made by Jackie and seconded by Jim. Passed.

Public participation – None.

New Business –Motion to approve Cedar Corp. to evaluate the condition and suitability for renovation of the mechanical, electrical and plumbing systems. Motion made by Michelle and seconded by Dinny. Vote - all yes to approve \$8,950 to this evaluation.

Continuing business - Policy review, mission/goal- passed with changes.

Director's report and financial report.

Meeting adjourned at 6:37. Next meeting March 14, 2019.

VPL Board Meeting March 14, 2019

Approved April 24, 2019

Present were Clarence Campbell, Mary Asbach, Dinny Bolka, Janna Levings, Michelle Jardine, Sarah Adams

Meeting called to order - 5:35

Approval of agenda - Motion to approve agenda made by Dinny and seconded by Mary. Passed.

Approval of February minutes - Motion made by Michelle seconded by Mary. Passed.

Public participation – None.

Continuing Business – Cedar Corp. evaluation of mechanical, electrical and plumbing. They were in library and did evaluation and will present next meeting to board.

Director's report, statistical and financial report.

Meeting adjourned at 6:30. Next meeting April 11, 2019.

VPL Board Meeting April 24, 2019 (week later than regular meeting due to weather) Approved
June 13, 2019

Present were Clarence Campbell, Dinny Bolka, Janna Levings, Michelle Jardine, Sarah Adams,
Jim Crandall

Guest (not yet appointed) Sarah Jackson replacing Jackie Moore as City Council member

Meeting called to order - 5:35

Approval of agenda - Motion to approve agenda made by Janna, seconded by Michelle.
Passed.

Approval of March minutes - Motion made by Michelle seconded by Jim. Passed.

Public participation – None.

Director's report, statistical and financial report given.

Motion made that since next meeting in May is quite close due to this meeting being late to
forgo May meeting and meet in June. Motion made by Michelle and Dinny seconded. Passed.

Cedar Corp. evaluation of mechanical, electrical and plumbing presentation. Phase II building
systems. See report.

Jim left 6:40.

Meeting adjourned 7:40. Next meeting July 11, 2019.

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **January 16, 2019 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Sam Ray, Betty Harnisch, Kathy Beeksma, Megan McBride, Ana Tochtermann, Liz Franek, Steve Pierce

Committee Members Absent: Ginger Nuutinen

Staff Present: Chris Luebben, Mayor Lewis

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Ana Tochtermann. Seconded by Betty Harnisch. Passed unanimously.

2) Approval of minutes

a) Approval of minutes from November 14, 2018 meeting

Motion to approve the minutes from the November 14, 2018 meeting by Sam Ray. Seconded by Steve Pierce. Passed unanimously.

3) Citizen Comments

Terry Schemenauer announced that the former Tap Roots building located at 410 Lake Shore Drive West has been donated and will be the future location of the Partners in Recovery Center (PIRC). The target opening date will be March 1, 2019. This center will serve individuals in recovery and their families by providing a sober social environment as well as a space to hold various recovery meetings.

4) Old business

a) Updates on progress with:

- CDBG

Megan McBride updated the Committee that three projects are currently moving forward and receiving bids for their projects. Chris Luebben has been providing information about the CDBG program in all of her property maintenance letters which has prompted more people to apply.

- HIP

Megan McBride explained that Chris Luebben will be taking over administration of projects for the program including working with residents and contractors. Megan will start focusing more time on fundraising including reaching out to business owners to try to institute a Chip Up program.

- Property Maintenance

Chris Luebben provided before and after pictures to illustrate some of the many successes she has had in getting residents to address property maintenance violations.

- b) Update on December 2018 Landlord Forum

Mayor Lewis asked for feedback from Committee members who attended.

Steve Pierce said that he heard a lot of concerns about financial hardships that are put on landlords, particularly when the eviction process is quite lengthy if a landlord does have a tenant who does not pay rent. He noted that many landlords seemed to feel indifference from the City about issues such as this or water utility bills.

Liz Franek asked if there are ways for landlords to try to prevent some of these things from happening in advance so they don't end up with large expenses. She suggested that monthly walk-throughs of properties or having a separate water deposit (similar to a security deposit) might help with prevention.

Terry Schemenauer offered to attend the next Landlord Forum to talk about the mediation process associated with evictions.

Kathy Beeksma agreed with Steve that she sensed resentment from landlords and a sense of lack of power related to the water policy, inspections, and evictions. She said that the compliant-driven process seemed to be a hot button topic and more discussions should occur to figure out ways the City can work with landlords to improve and assist both parties.

Chris Luebben said that she and the Planning Department appreciate any feedback on the process and want to work with landlords to change policies and procedures where needed.

Sam Ray said that some landlords come to the BRICK to inquire about rental or utility assistance for tenants who are having issues paying.

Ana Tochtermann suggested it would be helpful to have a list of resources that can help address some of these problems before eviction becomes necessary.

Megan McBride agreed that this should be an ongoing discussion for the Housing Committee and will also be a central topic at the next Landlord Forum.

5) **New business**

- a) Updates on Rental Registration

Megan McBride let the Committee know that she is working with both the GIS and Finance Departments to perform the annual update to the Rental Registration list.

- b) Discuss Strategic Plan Implementation

Megan McBride provided the following updates related to implementation:

- Continue efforts to engage landlords—The City will continue to host forums, the Marketing & Public Outreach Intern will be working on the information hub of landlord resources
- Get email contacts for landlords—Megan will be attempting to get more of these through the process of sending out the landlord forum summary
- Support for posting rental online—There is a free state site that exists for landlord to post rentals that the City has posted on their website and will be working to get this information to landlords
- Strategic demolition—Chris is working on updating the list of 5 and 5+ properties identified in the Comp Plan as a starting place for inventorying potential demolition projects. The City current plans to apply for funding for strategic demolition through the CDBG-CLOSE program that recently became available.
- Promote rehabilitation of existing historic buildings and promote rehabilitation of blighted downtown buildings into housing—Megan has been working on developing marketing materials for funding opportunities available for these types of properties and will be presenting to a group of downtown business owners about Historic Tax Credits and other financial incentives for redeveloping blighted historic buildings into affordable housing.

6) Announcements

- a) Set next meeting date and discuss possible agenda items
 - The next meeting will take place on February 13th.

7) Adjournment

Motion to adjourn by Steve Pierce. Seconded by Betty Harnisch. Passed unanimously.

Meeting was adjourned at 9:45am. Minutes by Megan McBride.

DISABLED PARKING ENFORCEMENT ASSISTANCE COUNCIL MEETING
Tuesday, February 5, 2019

Agenda Item 1: Call to Order and Attendance

PRESENT: Brian Munson, Mary Jane Grande, Jay Gurske, Cheryl Wiezorek and Donna Griffiths

ABSENT: Carol Ante

EXCUSED:

Also Present: Kim Westman

Grande called the meeting to order.

Agenda Item 2: Approval of October 16, 2018 Minutes

Griffiths moved, Munson seconded a motion to approve the October 16, 2018, minutes. The motion carried unanimously.

Agenda Item 3: New Business

None.

Agenda Item 4: Deepwater Grille requests another disabled parking space in front of their building, adjacent to the existing disabled parking space.

Council members discussed the request. DPEAC Council members felt for a variety of reasons that there should be another disabled parking space in this block, but felt the space would be best suited west of the alley on Main Street near the Deepwater Grille.

Wiezorek moved, Munson seconded a motion to approve the request from Deepwater Grille to install a disabled parking sign on the South side of the 800 block of Main Street West, to the west of the parking lot entrance. The motion carried unanimously.

Agenda Item 5: Debra Rabideau –Stevens requests a disabled parking space in front of her residence at 1015 Vaughn Avenue.

Council members discussed the request.

Gurske moved, Griffiths seconded a motion to approve the request Debra Rabideau-Stevens to install a disabled parking sign in front of her residence at 1015 Vaughn Avenue. The motion carried unanimously.

Agenda Item 5: Items for Next Meeting

At the October DPEAC meeting Ante mentioned that at the east end boat landing, the disabled parking sign has foliage obscuring the sign and parking area. This item should be revisited at the next spring/summer DPEAC meeting.

DISABLED PARKING ENFORCEMENT ASSISTANCE COUNCIL MEETING
Tuesday, February 5, 2019

Agenda Item 6: Next Meeting Date

Consensus of the group is to schedule meetings as needed and determined by requests made to the City Clerk's office and/or the DPEAC Chairperson.

Agenda Item 7: Adjournment

Gurske moved to adjourn. Munson seconded. The meeting was adjourned.

Kim Westman

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **February 13, 2019 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Sam Ray, Kathy Beeksma, Megan McBride, Ana Tochterman, Steve Pierce

Committee Members Absent: Ginger Nuutinen, Betty Harnisch, Liz Franek

Staff Present: Chris Luebben, Mayor Lewis

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Sam Ray. Seconded by Steve Pierce. Passed unanimously.

2) Approval of minutes

a) Approval of minutes from January 16, 2019 meeting

Motion to approve the minutes from the January 16, 2019 meeting by Ana Tochterman. Seconded by Sam Ray. Passed unanimously.

3) Citizen Comments

None.

4) Old business

a) Updates and discussion on implementation of Housing Strategic Plan

b) Updates on progress with:

- CDBG

Megan McBride updated the Committee that three projects are currently moving forward and receiving bids for their projects. Chris Luebben has been providing information about the CDBG program in all of her property maintenance letters which has prompted more people to apply.

- HIP

Megan McBride updated the committee that at least 5 projects have been approved to start soliciting bids for in 2019.

- Property Maintenance

Chris Luebben provided before and after pictures to illustrate some of the many successes she has had in getting residents to address property maintenance violations.

5) New business

- a) Discussion on property maintenance enforcement and voluntary inspection pilot program

6) Announcements

- a) Set next meeting date and discuss possible agenda items
 - The next meeting will take place on March 13th, 2019.

7) Adjournment

Motion to adjourn by Steve Pierce. Seconded by Megan McBride. Passed unanimously.

Meeting was adjourned at 10:05am. Minutes by Megan McBride.

City of Ashland- Sustainability Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Thursday, February 28, 2019 at 6:00 p.m.** in the **Ashland City Hall Council Chambers (601 Main St W)**

Committee Members Present: Jessica Eckhardt, Kaas Baichtal, Kate Ullman, Dale Kupczyk, La Mer Riehle

Committee Members Absent: Valerie Damstra, Lissa Radke

Staff Present: Megan McBride

Megan McBride opened the meeting at 6:00 p.m.

Agenda

1) Approval of the Agenda

Motion to approve the Agenda by Kate Ullman. Seconded by Dale Kupczyk. Passed unanimously.

2) Citizen Comments

No comments.

3) Projects/Discussions

a) Discuss 25 by 25 Plan prioritization strategies

Jess Eckhardt suggested that the waste water treatment plant should be a top priority for energy efficiency upgrades since it is the largest energy user.

Kate Ullman suggested it would be helpful to have a spreadsheet listing the recommendations by facility to be used for prioritizing and also as a reference when preparing future budgets.

Dale Kupczyk said it would be good to also identify low-hanging fruit, with examples being buying items such as light fixtures in bulk and taking advantage of Focus on Energy programs and resources.

Kaas Baichtal said that another low-hanging fruit identified during the tour of the water and waste water treatment plants would be educating residents not to flush wet wipes as these put a consistent strain on our City's waste water treatment facility.

Jessica Eckhardt suggested that education about conservation tips and financial resources available would be another priority.

Dale Kupczyk suggested sending conservation tips and other similar resources in water bills. He also said that the City needs to lead by example in promoting energy efficiency and sustainable practices.

Kate Ullman agreed that we can promote both actions the City and individuals can take to promote sustainability.

La Mer Reihle suggested that there is a need for the City to clearly state its position and agreed that the City needs to lead by example. She emphasized that educational materials should not portray this as just individual responsibility.

b) Update on Waterfront Development Plan/Comprehensive Outdoor Recreation Plan (CORP) updates

Megan McBride informed the committee that the public input process for updating the City's Waterfront Development Plan and Comprehensive Outdoor Recreation Plan (CORP) have just gotten started. There will be a more thorough discussion at a future meeting to get input from the Committee about the future waterfront development and outdoor recreation opportunities.

c) Discussion of rain barrel sale

Megan McBride updated the committee that the City will be working with Ashland County Land & Water Conservation Department

4) Announcements/Reports/Questions

a) 2019 Annual Green Tier Legacy Community meeting

Megan McBride informed the committee that she will be attending the Green Tier annual conference in early April. This meeting will include trainings/presentations as well as opportunities to learn what other Wisconsin Green Tier communities are doing to further their community's sustainability goals. Megan will update the committee on what she learns when she gets back.

5) Adjournment

Motion to adjourn by Dale Kupczyk. Seconded by La Mer Reihle. Passed unanimously.

Meeting was adjourned at 7:15pm. Minutes done by Megan McBride.

Historic Preservation Commission (HPC)

March 4, 2019

Meeting Minutes

Present: Stephen G. Schraufnagel, Allen Smiles, Richard Peterson, Magge Ericson and Megan McBride

Absent: Joan Haukaas, Dick Pufall and Jeff Muse

Called to Order: 5:00 P.M. Adjourned 6:00 P.M.

Location: Council Chambers on the main level at the Ashland City Hall

Minutes: A motion to approve the October 15, 2018 meeting minutes was made by Rich Peterson and seconded by Magge Ericson. **Motion carried.**

Public Input (five minutes max): No comments at this time.

Old Business

Update on Royal Theater and Pabst Building: Blue Water Realty now has the listing for this property.

New Business

Certificates of Appropriateness: None at this meeting.

Update on Plaques and their Placement in the Community: No update at this meeting.

Discuss Strategies for Marketing Historic Tax Credits: Megan McBride will be working on a brochure and postcard with all the appropriate links shown on them.

Announcements/Reports/Comments/Questions: The following items were discussed:

1. St. Andrews Church was recently purchased by two out-of-town doctors.
2. Megan McBride will be attending the 2019 WAHPC State Conference on April 12, 2019, in Oshkosh, WI.
3. Megan McBride is working with Traci Snell regarding funding for creation of another Historic District.
4. Four new listings are schedule for the Public Hearing on May 20, 2019.

Set Future Meeting Dates: The next HPC meeting is set for May 20, 2019 @ 5:00 P.M. A Public Hearing will be held at this meeting for all new listings to the historic buildings in the area. The upcoming meeting dates are as follows:

July 29, 2019 @ 5:00 P.M.

September 23, 2019 @ 5:00 P.M.

A motion to adjourn this meeting was made by Magge Ericson. The motion was seconded by Rich Peterson. **Motion carried.**

Respectfully submitted,

Stephen G. Schraufnagel, Architect
Chairman of the City of Ashland
Historic Preservation Commission

Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, March 5th, 2019**
at 6:30 p.m. in the City Hall Council Chambers.

PRESENT: John Beirl, Mike Amman, Laurie Gregor, David Mettill, Katie Gellatly, Mayor Lewis

EXCUSED:

STAFF: Megan McBride

1) Call to Order and Roll Call

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

2) Approval of Agenda

Motion to approve the Agenda by John Bierl. Seconded by Mike Amman. Passed unanimously.

3) Consent Agenda

Motion to approve minutes from February 19, 2019 Plan Commission meeting by David Mettill. Seconded by Katie Gellatly. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) Action Items

a. Public Hearing and Conditional Use Permit to allow Professional Services at 2023 6th Street West, zoned Mixed Residential/Commercial (MRC).

Applicant: Dahl Property Management

Motion to go into Public Hearing by David Mettill. Seconded by John Bierl. Passed unanimously.

Megan McBride explained the required Class 2 Public Hearing notice that was issued and discretionary letters were sent to property owners within 200 feet of the proposed development. She then went through the approval criteria and recommended conditions outlined in the staff report.

Public Hearing: Hans Dahl spoke briefly on his intent for using the proposed space on 6th street, including clarifying signage intent.

Motion to go out of Public Hearing by David Mettill. Seconded by Laurie Gregor. Passed unanimously.

Motion to approve the Conditional Use Permit with proposed conditions by John Beirl. Seconded by Laurie Gregor. Passed unanimously.

b. Site Plan review for a building renovation for office use at 2023 6th Street West, zoned Mixed Residential/Commercial (MRC). Applicant: Dahl Property Management.

Megan McBride went through the site design, explaining how it fits into the UDO, and pointing out the existing infrastructure that is on the site, and the changes that will need to be done. Megan McBride recommends approval pending final approval by public works.

John Bierl asked for clarification regarding storm drains on the site plan.

Motion to approve the site plan by David Mettillie. Seconded by John Bierl. Passed unanimously.

c. Site Plan review for a building addition at Deltco Plastics located at 301 Industrial Park Road, zoned Heavy Industrial (HI). Applicant: Deltco Plastics

Megan McBride explained that a site plan approval is needed for this project because the proposed building addition is greater than 15% of the existing building area. She pointed out the primary changes to the site design with this expansion. Approval was recommended contingent upon parking plan approval and utility planning with public works if additional service is needed.

Ralph Larson from Deltco Plastics spoke about the company's plans for this building addition and their plans for the other site they own. He provided clarification about Deltco Plastics' recycling operations and their presence in Ashland.

Motion to approve the site plan by David Mettillie. Seconded by Laurie Gregor. Passed unanimously.

d. Purchase vacant land located at 2705 Lake Shore Drive East for stormwater management, zoned Waterfront Single Family Residential (WSFR)

Megan McBride explained the function of this property from an environmental standpoint and the background behind acquiring the piece of land. John Bierl asked for clarification regarding the price of the site and why the City needs to acquire it since it has already been serving this purpose for years. Megan McBride explained why eminent domain is not an option, and why the lot is not buildable due to the existing stormwater outfall. John Bierl raised questions regarding the price of the land and the other options available for that site, and Megan McBride explained that the property is a potential liability to the city due to the chance of the site causing economic harm to neighbors, which could potentially cost the city much more money than purchasing the property would cost.

Motion to recommend purchasing the vacant land by Mike Amman. Seconded by David Mettillie. Passed 5-1, with John Bierl opposing..

6) Discussion Items

7) Announcements/Reports/Comments/Questions

Megan McBride provided an update that the St. Andrew's Church building had been sold, and that the new owners are planning to use the building as residential space (both long and short term, geared towards doctors), and event space. The new owners plan to maintain the architecture of the church.

Megan McBride provided updates regarding the Waterfront Development Plan and the public input that was received. She explained that a new website will be online soon which will provide more information and more opportunities for public input. There will also be more public meetings to gather more input from people who may not usually come to meetings. John Bierl expressed concern about the potential for damage to be caused to the Excel Superfund site which could cause a cap to break and cause contamination. Mayor Lewis provided an explanation about the liability between Excel and the City and the City's intention of avoiding any damage to decrease the potential for the City to acquire additional expenses

due to the liability. Mayor Lewis explained that the DNR and the EPA are involved in approving any potential construction on the site. She explained that the Superfund attorneys have advised the city against accepting any liability for that site.

There was discussion of building yurts or other alternative camping options on City property to diversify tourism options. This could be a possible use of some of the waterfront property that is currently underused.

8) Adjournment

Motion to adjourn by Mayor Lewis. Seconded by John Bierl. Passed unanimously.

The meeting was adjourned at 7:40 p.m. Minutes by Lucas Phillips.

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **March 13, 2019 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Sam Ray, Kathy Beeksma, Megan McBride, Betty Harnisch, Ana Tochterman

Committee Members Absent: Ginger Nuutinen, Liz Franek, Steve Pierce

Staff Present: Chris Luebben, Mayor Lewis, Brant Kucera

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Kathy Beeksma. Seconded by Betty Harnisch. Passed unanimously.

2) Citizen Comments

A gentleman from the drop-in center provided updates on their grand opening, he said that 70 people attended, and that groups were planning on meeting there.

3) Old business

- a) Updates on property maintenance, HIP and CDBG
Chris Luebben provided updates on the process of property maintenance and provided examples of how compliance has increased. Primary concern was snow removal, which has mostly been addressed. She mentioned the bedbug issue in town and said that there are efforts to eliminate the bugs and keep them from spreading.
Megan McBride mentioned the HIP program and the fundraising process, and how the city is trying to publicize the program more. One committee member recommended that the city reach out to realtors to publicize it.
Megan McBride provided updates on the CDBG program as far as the status of applications. She said that she will provide an update at the next meeting covering the account balance and marketing updates.
- b) Updates and discussion on implementation of Housing Strategic Plan
Megan McBride provided updates regarding outreach to landlords to increase communication between the city and landlords. The city is planning on using postcards to direct landlords to the city websites with more information and rental availability.

4) New business

- a) Discussion of strategic demolition inventory and strategies
Mayor Lewis provided background regarding the “ratings” of housing in the city that was used in the comp plan, in order to focus the city’s efforts on the worst properties in the city. Megan McBride stated that Chris Luebben recently went around and updated some of the worst properties to re-evaluate them. Megan provided photos of properties that were previously rated as a 5 (worst quality) in 2015 and have not significantly changed since then, and are likely targets for demolition. She provided

clarification on the inventory process and the scope of this process. Ana Tochtermann asked how many properties would be able to be demolished with the budget of \$10,000, and city staff clarified that it would maybe cover one home, but probably not entirely. Megan McBride stated that all of the properties that are listed as 5s are vacant, so no residents will be displaced. Chris Luebben said that the property maintenance office provides information to property owners regarding the specific violations that are present at these potential demolition sites, and clarified that the property owners are always given the option to repair the homes, but this becomes a cost-benefit issue. Committee members recommended that the city be empathetic towards residents and property owners. Suggestions were made to work with Impact7 or high end builders, and provide incentives for builders for infill development of any sites that are empty after demolition.

b) Discuss Health in All Policies project and future actions

Megan McBride provided updates on the proposed use of online information hubs. She has been working with Jennifer Bouley, HR director for the City, to provide a “demo” of a hub like this, which will be a good starting point. Education and public input will be a key point of this Health in All Policies project so that it will be successful for homeless prevention by consolidating resources in this area.

5) Announcements

a) Updates on future use of 620 3rd Street West (formerly St. Andrew’s Episcopal Church)

Megan McBride provided updates on the plans of the newly sold St. Andrew’s building. This building was purchased by two doctors who work at Memorial Medical Center, and they plan to turn this building into housing for doctors – some permanent, and some short-term, in order to meet the needs of professionals who work with MMC, as they have struggled to find housing in the area. Part of the building will be used as event space as well, so they are working on obtaining a liquor license and renovating the space to make it more usable and mixed use. The owners plan to preserve the exterior, and they want to preserve the historic architecture of this building. Mayor Lewis stated that MMC is interested in starting a residency program, so there will be an increased need for housing, should that happen. Mayor Lewis provided updates on a webinar she attended about how the Mayor can help solve the homelessness problem. She stated that there needs to be a big focus on working on the homelessness issue going forward.

6) Adjournment

Motion to adjourn by Ana Tochtermann. Seconded by Megan McBride. Passed unanimously.
--

Meeting was adjourned at 9:15 am. Minutes by Lucas Phillips.

HARBOR COMMISSION MEETING

April 17, 2019

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PRESENT: Thomas Yankee, Allan Smiles, Randy Harvey, Dick Pufall, Paul Gilbertson, Keith Igo & Gary Leino

ABSENT:

EXCUSED:

ALSO PRESENT: Marina Manager-Scott Stegmann

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

Agenda Item 1: Public Comment

None.

Agenda Item 2: Approval of February, 2019 Minutes

A motion was made by Yankee, seconded by Leino, to approve the February, 2019, minutes. The motion carried unanimously.

Agenda Item 3: New Business

A. Financial Statement

Commissioners discussed the financial statement.

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

B. Superfund

Stegmann informed commissioners that every Wednesday there is a meeting from 9 am-11:00 am, with Xcel engineers, onsite foremen, AMI Engineering, Stegmann, Hudson, Yankee and Jamie Dunn who is a consultant for the city. In the meeting that was held today, the city is still trying to move forward with getting our infrastructure into the area for the boat launch: water, sewer, electrical, gas, fiber optic. Xcel is in negotiations with a contractor they want to hire to do the cap. They have been in negotiations for a few weeks now, but not quite there yet. It appears that in the negotiations with the contractor the project will be done in 4 phases going from the west side of the property to the east. The west side phase could start in a few weeks beginning at Ellis Avenue going in about 300 feet. Phase 1 will have no effect on the infrastructure projects that the commission wants done. Once they get into Phase 2 there will be some of the marina infrastructure; utilities will be brought in from the east end, nothing from the Ellis Avenue side.

The city does not have a contractor yet, by law there will have to be state bids. The biggest problem moving forward, that greatly impacts us, is we can't move forward until Xcel Energy comes forward with their compaction studies. AMI can't do anything as far as engineering without the studies and until the engineering is completed, we can't hire a contractor.

For the bidding process we will need good contract language, create something that is rock solid so a contractor cannot come back with change orders.

HARBOR COMMISSION MEETING

April 17, 2019

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Yankee stated that it is important to understand that Xcel, with their ability to hire just about anyone they want, there are only a very few contractors in the country qualified to do this project, and narrowing that down further, of those qualified people there were only two willing to bid on the project. The city will be faced with exactly the same problem; the hope is that the contractor they have chosen will be willing to work with us for the things we need done; it will not be a very competitive bid process. If the price is too high we will have to reject the bid or we will have to pay it. Yankee also noted for the majority of that bid, the monies are going to have to come through the Harbor Commission because the city doesn't have the wherewithal to come up with much, if any, finances for the infrastructure for this project.

Discussion commenced about what parts of the infrastructure that need to be done right away, can any parts wait, is putting in the infrastructure for a pavilion a waste of money if no one can afford to build it. After discussion, the consensus was to put in and pay for the infrastructure necessary for all future projects in the superfund area. However, down the line, say if a pavilion is put in, to be fair, Parks & Rec should be paying some infrastructure cost back to the Harbor Commission.

One of the last quotes from AMI was \$325,000 to do all the utilities; there have been some concessions made from the city to cut the costs. Stegmann is hoping with those cuts that the costs come in at the \$275,000 range, but won't know for sure until the compaction studies are done. The city right now has \$248,000 to put towards the infrastructure. Keep in mind that is only the stuff underground; no gravel, asphalt, buildings. The commissioner's need to think, are you willing to commit, say \$75,000 more or less to the project. Keep in mind that there is \$500,000 allocated for the boat launch by the state, but total costs would be more around 750,000. However, they are still looking for more grant money to offset costs.

Commissioners then discussed what money is available for the marina, upcoming marina projects and costs associated with those projects, such as \$200,000 for a new fuel system. There will be a need to prioritize the future needs of the marina as they consider the needs of the superfund area.

C. Election of Harbor Commission Officers- Chairman & Vice-Chairman

Harvey stated that the current officers have done a good job and would like to nominate Pufall as Chairman and Yankee as Vice-Chairman. There were no other nominations.

A motion was made by Harvey, seconded by Smiles to nominate Pufall as Chairman and Yankee as Vice Chairman. The motion carried unanimously.

D. Meeting time and dates

Commissioners discussed meeting times/dates and the consensus was to schedule monthly meetings on the 3rd Wednesday of each month at 5:15 pm in the City Hall Council Chambers.

Pufall mentioned to the commissioners that he is interested in bringing a naval destroyer to Ashland to the oredock. Pufall believes that having this vessel in the harbor would attract tourists and make Ashland a travel destination. Pufall has contacted Tammy Baldwin and Janet Bewley who are interested in the project, but suggested that the first order of business should be to garner community support. Pufall noted that there is considerable

HARBOR COMMISSION MEETING

April 17, 2019

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cost to this project but hopes to find federal and state funding so there would be no cost to the city for the project. Pufall would like commissioners to think about this idea and if agreeable provide an endorsement for the project; would like this put on the next meeting agenda.

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

Kim Westman

Tom Bouchard called the Airport Commission meeting to order at 4:30 p.m.

Present: Tom Bouchard, Rick Korpela, Ella Teague

Absent:

Excused: Lloyd Orensten & John Coffey

Also Present: Bill Moore, Airport Manager; Harley Hagstrom

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (March 28, 2019)

A motion was made by Korpela, seconded by Teague, to approve the March 28, 2019 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

Hagstrom inquired as to whether the airport would be receiving some grants: have heard nothing at this time.

AGENDA ITEM 4: COMMISSION ITEMS

→ SRE Update

Acquisition of the SRE is in progress; this is out on bids.

→ New Lease Progress

Moore does not have the leases ready, however, has gotten a rough draft from the BOA compliance manager, which is a boiler plate for all the airports.

→ Lawn Mower Update

Moore has procured 3 bids for the new commercial mower with some attachments. One bid is for a John Deere, one for a Toro and one for a Kubota. As of now it is still undetermined which it will be, but the Toro mower is priced so high that Moore feels it is out of contention. The John Deere priced out at \$21,120 and the Kubota bid was \$21,900; however the Kubota has a few more things that the airport would like to have.

A motion was made by Teague, seconded by Korpela, to accept the John Deere bid of \$21,120, for the new commercial lawn mower. The motion passed unanimously.

→ QT pod 100LL card reader

The card reader that is currently out at those pumps will not be serviceable next year; they do not even manufacture parts for it anymore. QT pod is offering an upgrade to the QT pod 4000 at a cost of \$14,995. However, there is another outfit called Fuel

Master and Moore has requested a quote from them. They provide the same service as QT pod. Moore called the manager at Sky Harbor and they are letting O'Day (the fuel people that handle airport fuels), do the bidding and decide on an outfit for them. This changing of the device will not happen for a year, however, in reality there is only until June of this year to make a decision who to go with, because if you do decide on QT pod the \$1,995 trade in is only good until the end of June. A decision will be made at the May meeting.

→ Airport Fence Boundary

Moore got quotes from Northern Clearing for brush clearing within the boundaries of the airport; did not include fence boundary. The quote for 33 acres was \$43,000. Moore did some checking and research and is leaning towards renting a 72" brush hog for \$3000/week from Lulich Implement. Moore feels we can do the whole fence line plus the 33 acres inside the fence line for much less than Northern Clearings quote. Rental for the brush hog would be \$3000/week, new replacement blades at \$150, and Dave Skinnies operating the machine for a 40 hour week would be \$800; a grand total of \$4000. Commissioners discussed the situation and agreed with Moore that it makes sense to rent the brush hog from Lulich Implement.

A motion was made by Teague, seconded by Korpela, to approve the rental of the brush hog from Lulich Implement. The motion passed unanimously.

AGENDA ITEM 5: Managers Report

Moore applied for grants from the BOA for some monies that were available; BOA has not awarded the money yet.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Moore. The total amount of the bills came to \$17,353.82.

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

At this point Commissioner Teague expressed her appreciation for the excellent work done by Airport Manager Moore; his dedication, thoroughness and attention to detail. Other commissioner's agreed with Teague's assessment that Moore is doing a great job.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held May 30, at 4:30 pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Ashland Beautification Council

Meeting

May 10, 2019

1. Roll Call

Volunteer Hours

Present:

Elaine Peterson	8.25
Shawna Johnson	9
Kay Saari	10.5
Penny Rutyna	8
Mary Zinnecker	9.75
David Askue	5.75
Donna Lanni	7
Jeanne Spruell	4.5

Volunteers:

Carol Feldmeier	.25
Marla Mattson	1.5

2. Approval of April 8, 2019 meeting minutes

Motion to approve as amended: Donna Second: Kay Vote: Aye

3. Administrative

Treasurer's report: Ashland Beautification Council 2019 budget is \$1900. \$550.90 Hauser's order, yet to be billed

Motion to approve: Elaine Second: Jeanne Vote: Aye

4. Old Business

BC project updates

*Crest Motel: spent perennials have been cut back. Weeding and possible mulching needed

*Pearson Plaza: Donna to care for plantings on top of restroom, Dave to care for flagpole garden

*Bayview Park: Elaine to evaluate whether raised bed needs repair.

*Ellis Ave. : Grasses have been cut back

*Beaser Ave.: Donna to ask Ron to remove grass

*Parking lot gardens: Kay has finished weeding several of them. Mary to ask Lance to remove diseased ornamental trees on 3rd st. and 3rd ave and also across from city hall on Main st.

*Public Works Trail garden: Donna and David Siegler to check on them and report

*City Hall, Boat landing, Memorial park: annuals delivered from Hauser's Friday May 31, 2019 10 AM @ Ashland City Hall

* Jane Smith Memorial garden: ?

Mary or Donna to request compost and mulch from city if available or will order from Earth Sense for Crest, Parking lot gardens on Main St. and 3rd St., Bayview and other area where needed. City received 80 shrubs from Audubon Society, BC to check on them once planted. Mary will let BC know when and where shrubs were planted. Donna to check with Sandy Naas @ high school about cannas the students are starting for BC. Kathy Tuttle is allowing Donna and Mary to dig plants donated from hospital garden. Donna was contacted by Anne Wickman offering sedum and Don and Cheryl Drevlow? may have possible bulb donations for BC. BC to buy bulbs locally in the fall if needed

Review 2019 BC budget: \$1900 available, no changes made

Adopt-A-Garden/volunteer recruitment: Mary created a poster to be shared with area youth groups/scouts as well as a post on Facebook inviting volunteers to adopt plots or help with Beautification projects. BC discussed other areas that may be up for adoption, such as Pearson Plaza, 3rd and 3rd parking lot plots, Ellis ave.(BMO & Main st., possibly SCCU which Donna/Ron & Joe Schultz? currently care for) and Beaser ave. median plots.

Memorials Program Update -Brochure from Parks & Rec: Reviewed existing brochure- needs updating, editing and redesign. Tabled

5. New Business:

Beauty Spot Awards for May 2019: Business=Thrivent Financial 623Main St. E. Residential= Joni Chapman 322 3rd Ave E. Shawna created example sheet of how Beauty Spots have been nominated in the past. Donna made motion to allow Beauty Spot winners to be eligible for nomination again after 5 years instead of 10 years. Second: Penny, motion carried. Will include this reminder in newspaper/facebook caption. Consider facebook post requesting Beauty Spot nominations. Consider having a second set of "Beauty Spot of the month" signs so each winner can display the sign for a full month

2019 Garden Tours and Plant exchange during Ashland Downtown Days Saturday, Aug. 3rd): Mary to contact Mary M. at Ashland chamber about advertising the events.

Jeanne to check with Sarah @ Parks and Rec for volunteer T-shirts and with Jason Ronning about a sign for volunteers working in the gardens ?

Penny to write Donna's weekly newspaper column "What's blooming" during the month of June while Donna is on vacation

6. Date next meeting: Friday May 31, 2019 at 8AM Ashland Family Restaurant, Ashland WI

7. Adjournment at 2:30 PM. Motion to adjourn: Donna Second: Jeanne Vote: Aye

Respectfully Submitted,

Shawna Johnson

SUBJECT: Operators' Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

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

Aaron R. Bruney
Claire R. Glafke
Kim M. Hamann
Katie J. Kozitza
Cheryl A. Larson
Kirsten N. McAuliffe
Amelia E. McPherson
Linda I. Morrow
Orion W. Pergolski
James E. Sturgal
Tracey A. Nickelson
Wendy K. Cournoyer

Jennifer R. Munson
Janelle M. Ranta
Sherry A. Lasko
Phoebe L. Burchill
Christine S. Kegel
Jane L. Anderson
Reuel R. Lawver

SUBJECT: Approve a Resolution and Bylaws Creating the Redevelopment Authority (RDA) for the City of Ashland, Wisconsin (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Approved by Committee of the Whole 7-4 at their June 11, 2019 meeting

EXHIBITS:

1. Proposed Resolution
2. Exhibit A Bylaws of the Authority
3. WI Statute 66.1333

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

After reviewing the lengthy process to date regarding plans for a new Ashland Police Department facility, it was determined at the May 28, 2019 Committee of the Whole meeting to move forward by bringing forward the next step, which is discussion of financing options.

At the June 11, 2019 Committee of the Whole meeting, a summary of financing options was offered by City Administrator Brant Kucera. Ullman asked Council to recognize Public Works Director John Butler to speak, and was approved unanimously by voice vote. George moved, seconded by Moore to approve to form a redevelopment authority for the City of Ashland, with the first order of business to be financing of the police facility. Ullman requested to amend the motion to eliminate the reference to the police facility. George and Moore both accepted this request.

As further discussion was had, Haas called the question, seconded by George. The motion carried 9-2 by show

of hands; Whitebird and Pufall opposed. MacKenzie raised a point of order, stating that the agenda bill specifically references the police facility, and questioned if that should be removed from the motion. Ullman felt that the motion addresses the agenda bill title. George and Moore both agreed to return to the original motion on the table.

The motion to form the RDA with the intention of the police facility being the first project addressed, carried 7-4 by show of hands; opposed was Whitebird, Ortman, MacKenzie and Pufall.

The main advantage of creating an RDA is that borrowing through a Redevelopment Authority would not be subject to the debt limit formulas affecting the tax levy. 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, including the ability to more easily qualify for future CDBG grant funding without the need for income surveys of residents.

Creation of an RDA is governed by WI state statute 66.1333(3). Listed below is an outline of the process for development using an RDA:

1. The first step is for the Council to authorize creation of the RDA, by approving the Resolution and by-laws for the RDA by 2/3's vote of members present.
2. Upon the successful approval of the Resolution and by-laws, the Mayor shall appoint 7 residents of the City as commissioners of the authority. These members must be approved by the City Council by a 4/5's vote. The statute states that due consideration should be given to the general interest of the appointee in a redevelopment, slum clearance or urban renewal program and as far as possible, and the Mayor should 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.
3. One of the 7 commissioners shall be a member of the local legislative body (Common Council). No more than 2 of the commissioners may be officers of the city in which the authority is created. Commissioners shall serve without pay except for payment of their actual and necessary expenses incurred in the discharge of their duties. Terms shall be staggered as follows: 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.

As a preliminary matter, the Mayor proposes the following initial appointees: City Administrator (5 year term), City Planning and Development Director (4 year term), One member of the general public (3 year term), One local banker (2 year term), Hospital President or designee (2 year term), One City Councilor (1 year term), Chamber President (1 year term),

4. Once the RDA is legally formed and members appointed and confirmed by the Council, the next step is for the Common Council to make a finding by two-thirds vote, that the proposed 11th Avenue West lot (former brownfield site and location of Chicago Iron) for the APD is blighted based upon statutory guidelines. This may require a public hearing.

5. 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.

6. 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.

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

COMMON COUNCIL
OF THE
CITY OF ASHLAND, WISCONSIN

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____

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

EXHIBIT A
Bylaws of the Authority
(See Attached)

**BYLAWS OF THE
REDEVELOPMENT AUTHORITY OF THE
CITY OF ASHLAND, WISCONSIN**

**BYLAWS OF THE
REDEVELOPMENT AUTHORITY OF THE
CITY OF ASHLAND, WISCONSIN**

Adopted _____, ____

Effective _____, ____

**ARTICLE I
THE AUTHORITY**

Section 1. Name of Authority. The name of the Authority shall be Redevelopment Authority of the City of Ashland, 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 601 Main Street West, Ashland, 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 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.

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 March in each calendar year and shall hold office until the next succeeding first day of April, 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.

Section 10. Additional Personnel. The Authority may, from time to time, employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the applicable laws of the State of Wisconsin. The selection and compensation of such personnel shall be determined by the Authority, subject to compliance with any ordinances of the City of Ashland and laws of the State of Wisconsin.

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 601 Main

Street West, Ashland, 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 City of Ashland, Wisconsin.

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. SECRETARY'S REPORT
- V. OLD BUSINESS
- VI. NEW BUSINESS
- VII. ADJOURNMENT

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.

Section 7. Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Four Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners present.

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: Approval of a Vehicle Lease Agreement with Enterprise Fleet Management and Approval of Waiver of Ashland City Ordinances, Chapter 194.04 Advertising Requirements (*Roll*) Police Department

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: Mayor, Administrator, Finance Director

EXHIBITS:

1. Fleet Management Synopsis for the City of Ashland
2. Case Study, St. Croix County Sheriff's Office
3. Enterprise Fleet Management Master Equity Lease Agreement

EXPENDITURES REQUIRED: \$16,152 - Estimate for a minimum of 4 vehicles for 6 months

AMOUNT BUDGETED: \$40,000 - Fund 462 Police Capital Equipment Fund
\$15,000 - Fund 460 Public Works Capital Equipment Fund

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 19, 2019, that Enterprise Fleet Management is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: The Mayor has consented to placement of this agenda item on the Council agenda as timely action is needed to start the 2019 budgeted vehicle replacements.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The 2019 capital budget includes \$40,000 for a police squad replacement. This amount is to cover the vehicle, equipment, and equipment installation. The quote for the vehicle was just over \$38,000 which does not leave enough funds for the required equipment and installation which typically is around \$7,700.

Also, in November of 2018, the City received \$5,823.50 from the insurance company for a detective vehicle that was rear-ended while waiting for pedestrians at a cross-walk. Fund 460 – Police Capital Equipment fund

has a fund balance of \$5,533. The Department started looking at replacement vehicles but found that it would be challenging to find a quality vehicle for that amount of money.

Police Captain Bill Hagstrom discussed vehicle replacement with other City staff and discovered that the City purchases vehicles and keeps them until they're worth virtually nothing. An example of this is, that of the last four marked squads that were replaced, two were re-purposed to other departments in the City because the trade in value was so low and the other two were towed to the dealership for minimal trade-in value because they were inoperable and too expensive to fix.

This year, the two oldest squads are a 2014 with 123,000 miles and a 2015 with 120,635. With only one squad scheduled to be replaced, the 2014 would logically be the one to take out of service leaving the 2015. The 2015 is currently not operational because of so many electrical problems that it's unknown if it's worth servicing until the result of this agenda bill. If this agenda bill is approved, both squads could be replaced this year making the whole fleet operational. Other departments within the City have similar problems with their vehicles.

Networking at a conference, the Police Chief and Captain spoke with other police department administrations about their police fleet costs. Enterprise Fleet Management was suggested as a solution that has been working well for another police department.

Captain Hagstrom found the closest Enterprise Fleet Management location in Eagan, MN and reached out to them. Joe Flicker, Senior Account Executive, of Enterprise Fleet Management, has tailored a lease program for the entire City of Ashland vehicle fleet that is projected to save money while upgrading with newer reliable vehicles. This is accomplished by purchasing vehicles wisely and selling them while they have the most resale value. The newer fleet also decreases maintenance and repair costs.

Chief Gregoire posted a message to the Wisconsin Police Chief's Association message board online asking if there are any other companies besides Enterprise that anyone has used. Of the replies received, nobody had any knowledge of other companies. Captain Hagstrom found two other companies in Wisconsin that have fleet management programs but squad cars are excluded and their programs are more geared toward businesses versus governments.

Joe Flicker from Enterprise Fleet Management will be available at the Council meeting to present the plan and answer any questions.

If the fleet leasing contract is approved by Council, the City will be able to transfer 4 vehicles into the program to take advantage of the Fleet Account Manager services and be below the 2019 budgeted amounts for vehicle replacements.

City staff is requesting approval to waive the advertising requirements and accept the solicitation attempts to find other vendors that have already been made by City staff per Ashland City Ordinances, Chapter 194.04:

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

City staff is recommending Council approval to enter into a vehicle lease agreement with Enterprise Fleet Management, and to allow the City Administrator to oversee the lease program each year by staying within the annual Council approved budget amounts for vehicle leasing.



FLEET MANAGEMENT

FLEET SYNOPSIS | CITY OF ASHLAND



City of Ashland
601 Main St
Ashland, WI 54806

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Joe Flicker
Senior Account Executive
2775 Blue Water Rd.
Eagan, MN 55121
651-905-5075 Office



FLEET MANAGEMENT

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FLEET SYNOPSIS | CITY OF ASHLAND

Impact of Partnership

BACKGROUND

Location: Ashland, WI

Industry: Government

Total Vehicles: 31

THE SITUATION

The City of Ashland is looking for a solution to better manage its aging fleet.

- 39% of the current light duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take 10 years to cycle out the entire fleet at current acquisition rates.

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense.
 - Maintenance and repairs can be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

CLIENT TESTIMONIAL

"Enterprise Fleet Management has saved us time and money for our fleet operations."

– Jeff Klatt, St. Croix County Field Services Captain

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City of Ashland will reduce maintenance costs by 47%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 113.5% above Black Book values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace 10 of its oldest vehicles in year one and save approximately \$80,000.



SAVE
\$390,019
IN 10 YEARS



REDUCE
MAINTENANCE
COSTS BY 47%



**INCREASED VISIBILITY
& TRACKING**



Joe Flicker | (651) 905-5075 Joe.R.Flicker@efleets.com



FLEET MANAGEMENT

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St. Croix County Sheriff's Office saves thousands and stays under budget with new fleet plan.

BACKGROUND

Location: Hudson, WI
Industry: Government
Total vehicles: 20 vehicles

THE PROBLEM

St. Croix County Sheriff's Office was accustomed to purchasing used vehicles from local sources. The majority of their vehicles already had 20,000 – 30,000 miles when purchased, which ultimately cost more in operating expenses compared to a new vehicle. Additionally, at the time of purchase, the Sheriff's Office wasn't taking advantage of available government acquisition incentives, and their vehicle selection was limited to what was available at the time.

THE SOLUTION

Each vehicle in the department now has a specific term and cost strategy based on the vehicles' annual mileage, which allows the department to replace vehicles at the optimal time to keep costs down.

“Enterprise Fleet Management has saved us time and money for our fleet operations.”

– Jeff Klatt - Field Services Captain

THE RESULTS

Enterprise Fleet Management offers a wide variety of vehicle options to best suit the department's needs. The Sheriff's Office also benefits from government purchase incentives since they are now planning their purchases in advance. The department receives new vehicles every 3-4 year's and each year they have continued to stay under budget.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

\$7,500
PER VEHICLE
SAVED IN
ACQUISITION



\$7,200
SAVED IN
MAINTENANCE & REPAIRS

**STAYS UNDER
BUDGET**



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

SUBJECT: Approve to Repeal Resolution 17508 and Approve a Resolution to Vacate a Portion of Undeveloped Front Street Adjacent to Lots 14 through 16, Block 8, All of Block 7, and That Portion of Block 6 East of the West Line of Lot 14, Block 8 as Extended North and That Undeveloped 38th Avenue East Adjacent to Lot 16, All Located in the Commercial Addition Subdivision Located in Section 26, T48N, R4W in the City of Ashland, Ashland County, Wisconsin (*Voice*) Planning & Development

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development

EXHIBITS:

1. Proposed Resolution
2. Resolution 17508
3. Base Map of ROW Vacation

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The vacation of a portion of undeveloped right-of-way was approved by City Council at their May 28, 2019 meeting. The legal description in Resolution #17508 was provided by the Ashland County Register of Deeds. However, upon discussing with them to record the Resolution they stated that further clarification is needed to describe the portion of land to be vacated which is included in the attached proposed Resolution. The legal description provided in the attached Resolution has been recommended and approved by the entire Register of Deeds Department as the best description to ensure that it will be clear in future years the exact intent of this vacation with no ambiguity as to what land shall be vacated.

RESOLUTION TO VACATE A PORTION OF UNDEVELOPED FRONT STREET ADJACENT TO LOTS 14 THROUGH 16, BLOCK 8, ALL OF BLOCK 7, AND THAT PORTION OF BLOCK 6 EAST OF THE WEST LINE OF LOT 14, BLOCK 8 AS EXTENDED NORTH AND THAT UNDEVELOPED 38TH AVENUE EAST ADJACENT TO LOT 16, ALL LOCATED IN THE COMMERCIAL ADDITION SUBDIVISION LOCATED IN SECTION 26, T48N, R4W IN THE CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.

WHEREAS, the Planning Commission approved a request to vacate the portion of unimproved right-of-way known as:

- A Portion of Undeveloped Front Street adjacent to lots 14 through 16, Block 8, all of Block 7, and that portion of Block 6 east of the west line of Lot 14, Block 8 as extended north and that undeveloped 38th Avenue East adjacent to Lot 16, all located in the Commercial Addition subdivision located in Section 26, T48N, R4W in the City of Ashland, Ashland County, Wisconsin; and

WHEREAS, the Common Council of the City of Ashland approved a Resolution to vacate the aforementioned portion of unimproved right-of-way at their May 28, 2019 meeting; and

WHEREAS, the Ashland County Register of Deeds is requesting to repeal Resolution 17508 and create a resolution to clarify the exact area of land to be recorded for vacation.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland hereby repeals Resolution 17508 and approve a Resolution to vacate a portion of undeveloped Front Street adjacent to Lots 14 through 16, Block 8, all of Block 7, and that portion of Block 6 east of the west line of Lot 14, Block 8 as extended north and that undeveloped 38th Avenue East adjacent to Lot 16, all located in the Commercial Addition subdivision located in Section 26, T48N, R4W in the City of Ashland, Ashland County, Wisconsin.

PASSED: June 25, 2019

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

RESOLUTION

No. 17508

RESOLUTION TO VACATE A PORTION OF UNDEVELOPED CITY RIGHT-OF-WAY ADJACENT TO LOTS 14 THROUGH 16 IN BLOCK 8 OF COMMERCIAL ADDITION AND BLOCKS 6 AND 7 OF COMMERCIAL ADDITION OF THE CITY OF ASHLAND, WISCONSIN

WHEREAS, the Planning Commission approved a request to vacate the portion of unimproved right-of-way known as:

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

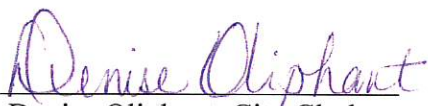
WHEREAS, the Common Council of the City of Ashland approved the Resolution to vacate the aforementioned portion of unimproved right-of-way at their February 26, 2019 meeting; and

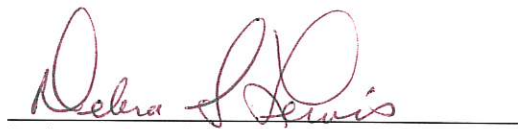
WHEREAS, the Planning Commission is requesting to repeal Resolution 17495 to recreate a Resolution to clarify and correct the properties involved in the vacation.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland hereby repeals Resolution 17495 and approve a Resolution to vacate a portion of undeveloped City right-of-way adjacent to Lots 14 through 16 in Block 8 of Commercial Addition and Blocks 6 and 7 of Commercial Addition of the City of Ashland, Wisconsin.

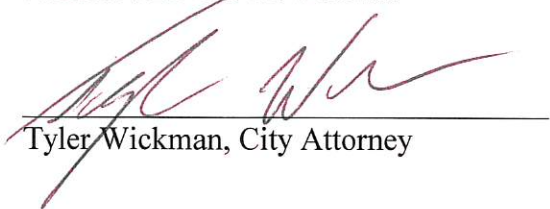

Councilperson

PASSED: May 28, 2019

ATTEST: 
Denise Oliphant, City Clerk


Debra S. Lewis, Mayor

APPROVED AS TO FORM:


Tyler Wickman, City Attorney

City of Ashland Base Map



5/22/2019, 5:00:09 PM

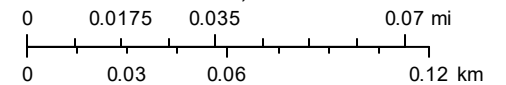
Lines

— Override 1

Parcel Labels

Parcel Mapping

1:2,257



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

SUBJECT: Approve Award to Custofom Corporation for the 2019 Roof Replacements Contract for Utility Buildings (*Roll*) Public Works

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager

EXHIBITS: 1. Bid Disqualification Notice, 06-12-2019
2. Standard Form of Bid Analysis

EXPENDITURES REQUIRED: \$234,430.00 Bid Amount
23,443.00 Contingency
\$257,873.00 Fund 690

AMOUNT BUDGETED: Waste Water Fund 690 Available Fund Balance

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 18, 2019, that Custofom Corporation, is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

In June of 2018, Council was presented with information regarding the condition of multiple City facility roofs, HVAC systems and masonry work. At that time Council approved entering into a contract with Cedar Corporation to provide design engineering work for these projects, including replacement of numerous HVAC units, replacement of the roofs, and repair of the masonry work. During the fall and winter, the Public Works Department and Cedar Corporation worked together to review and prepare a bid package.

The first phase of the project is the 2019 HVAC replacement, which was approved by Council at the March 12, 2019 meeting and is currently underway. The second phase of the project is the roof replacement. The masonry repairs are the third phase and will be bid at a later date.

The project generally consists of replacement of existing rubber roofs on five (5) of the City of Ashland Wastewater Utility buildings. The buildings include the admin/shop, pretreatment building, ultraviolet disinfection building, 6th Avenue East lift station (LS), and Main LS buildings.

Cedar Corp. provided a design for a replacement roof for the Public Works building but this work was excluded from the project due to lack of available funds.

Advertisement for the 2019 HVAC Improvement Project occurred on May 1 and 8, 2019, and bids were received on May 15, 2019, from three (3) bidders.

C&C Services, Aniwa, WI \$227,400.00 (bid disqualified)

Custofoam Corporation, Mauston, WI \$234,430.00

Quality Roofing, Marshfield, WI \$254,666.00

The Public Works Department is recommending Council approve to award the 2019 Roof Replacement Contract for the utility buildings to Custofoam Corporation.

June 12, 2019

C&C Services, LLC
ATTN: Cody Dement (delivered via email)
172260 Highway 52
Aniwa, WI 54408

RE: City of Ashland – 2019 Roof Replacements Bid Disqualification

In response to your bid received for the City of Ashland – 2019 Roof Replacements on May 22, 2019, we are notifying you that your bid has been disqualified.

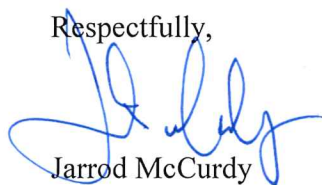
As outlined in Article 3 of Section 00 21 13, as part of your bid you are required to provide written evidence establishing qualifications within 5 days of Owner's request. As the Owner's Representative, the installer qualifications defined in Section 07 53 23 were officially requested by Cedar Corporation via email on June 5, 2019. Unfortunately, these qualifications were not received within the allotted 5 days.

The City of Ashland is willing to allow you to rescind your bid and associated bid bond for the project. Your bid bond will be held until the project Notice to Proceed is signed by the next lowest bidder.

We trust that this will be agreeable with C&C Services and that the City can proceed with the next lowest bidder. If you agree, please sign and date a copy of this memo and return a copy to Cedar Corporation.

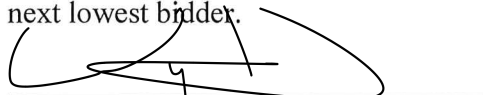
Please contact me with any questions or to discuss this matter further.

Respectfully,


Jarrod McCurdy
Project Manager

On behalf of the City of Ashland

C&C Services, LLC agrees to rescind their bid for the 2019 Roof Replacements project and understands their bid bond will be returned upon approval of the Notice to Proceed with the next lowest bidder.


Cody Dement
C&C Services, LLC
CC: City of Ashland (via email)

6/13/2019

Date

STANDARD FORM OF BID ANALYSIS

WHEREAS the City of Ashland (hereinafter referred to as the OWNER) has received bids on the 22nd day of May 2019 for the 2019 Roof Replacements (hereinafter referred to as the Project); and

WHEREAS Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results, and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

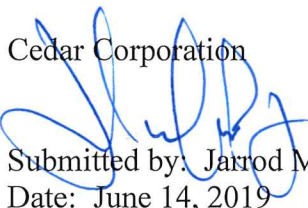
1. Bids were received from three (3) bidders. Base Bids ranged from a low of \$227,400 to a high of \$254,665.00. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder is:

Custofoam Corporation
N4929 State Road 58
Mauston, WI 53948

Bid Amount: \$234,430.00

3. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.

Cedar Corporation



Submitted by: Jarrod McCurdy
Date: June 14, 2019

Bid Tabulation

2019 Roof Replacements
Ashland, WI

May 22, 2019

Contractor	Bid Amount	Alternates		
		1 - Parapet Coping	2 - Scupper & Downspout	3 - 6 th Ave Lift Stn Parapet Coping
C&C Services, LLC Aniwa, WI	\$227,400	\$8,600	\$16,550	\$2,750
Custofoam Corporation Mauston, WI	\$234,430	\$17,985	\$15,180	\$5,160
Quality Roofing, Inc. Marshfield, WI	\$254,665	\$3,696	\$0 (Included in Base)	-\$1,275
NASI Roofing, LLC Minocqua, WI	Irregular Bid			

SUBJECT: Approve a Resolution to Acknowledge Review of the 2018 Compliance Maintenance Annual Report (CMAR) of the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code (*Voice*) Public Works/Utility

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager

EXHIBITS: 1. Proposed Resolution
2. Compliance Maintenance Annual Report 2018

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Annually, since 1987, Chapter NR 208 of the Wisconsin Administrative Code requires publicly and privately owned domestic wastewater plants to complete a self-evaluation of the operations of their treatment works called the Compliance Maintenance Annual Report (CMAR). The purpose of the program is to prevent water quality degradation and prevent violations of Wisconsin Pollutant Discharge Elimination System (WPDES) permits. The CMAR describes wastewater management activities and performance of the treatment works during the previous calendar year.

The CMAR scores various aspects of the wastewater system in accordance with the requirements of NR 208. The report is scored on what the WDNR refers to as a Sectional scoring system that provides a grade for each aspect of the operation of the utility including collection, staffing, preventative maintenance, capacity, and plant loading of the wastewater system. In addition, the report scores the financial position of the system and

the certification of the operators.

The point score is then turned into an applicable grade. A response action is tied to the applicable grade of each section. The grades of the individual sections of the Utility's 2017 CMAR are summarized on page 1 of the report. The following table from NR 208 provides a translation of the scores:

Score	Grade	Grade Points	Grade Meaning	Response Range
91-100	A	4	Good	Voluntary
81-90	B	3	Satisfactory	Voluntary
71-80	C	2	Marginal	Recommendation
61-70	D	1	Poor	Action
<61	F	0	Fail	Action

The cumulative sum of these scores is compared to the DNR scoring system to show if the Wastewater Utility should be considering and/or planning for treatment upgrades or adjustments in the operation of the Utility.

The score has been modified by the introduction of a CMOM planning initiative instituted by the DNR. CMOM stands for "capacity, management, operations, and maintenance." It is a flexible, dynamic framework for municipalities to identify and incorporate widely-accepted wastewater industry practices to:

- Better manage, operate, and maintain collection systems
- Investigate capacity constrained areas of the collection system
- Respond to sanitary sewer overflow (SSO) events.

The CMOM approach helps municipal wastewater utility operators provide a high level of service to customers and reduce regulatory noncompliance. CMOM can help utilities optimize use of human and material resources by shifting maintenance activities from "reactive" to "predictive"—often leading to cost savings through avoided overtime, emergency construction costs, increased insurance premiums, and the possibility of lawsuits. CMOM information and documentation can also help improve communications with the public, other municipal works and regional planning organizations, and regulators.

In CMOM planning, the utility selects performance goal targets, and designs CMOM activities to meet the goals. The CMOM planning framework covers operation and maintenance (O&M) planning, capacity assessment and assurance, capital improvement planning, and financial management planning. Information collection and management practices are used to track how well each CMOM activity is meeting the performance goals, and whether overall system efficiency is improving. On an ongoing basis, activities are reviewed and adjusted to better meet the performance goals. As the CMOM program progresses, performance goals can change. For instance, an initial goal may be to develop a geographic information system (GIS) of the system. Once the GIS is complete, a new goal might be to use the GIS to track emergency calls and use the information to improve maintenance planning.

I & I (Inflow and Infiltration) is still a major problem affecting the overall operation and deferred maintenance is building. The Ashland Waste Water Utility is taking initial steps to address this problem by completing a significant amount of collection system maintenance and investigative work in 2019.

NR 208 requires that the City adopt a resolution that states the Council has reviewed the CMAR and identifies actions that the City will take to address the concerns arising in this year's self-evaluation. The resolution acknowledges that the Council has reviewed the CMAR and that the City investigate inflow/infiltration issues

of the Utility.

It is recommended that the Council approve the accompanying resolution.

**RESOLUTION TO ACKNOWLEDGE REVIEW OF THE 2018 COMPLIANCE
MAINTENANCE ANNUAL REPORT (CMAR) OF THE ASHLAND WASTEWATER UTILITY
PURSUANT TO THE REQUIREMENTS OF NR 208, WISCONSIN ADMINISTRATIVE
CODE**

WHEREAS, it is a requirement of NR 208, Wisconsin Administrative Code, to file an annual self-evaluation of the operation of the City's Wastewater Utility to the Wisconsin Department of Natural Resources; and,

WHEREAS, this annual self-evaluation is known as a Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is a requirement of NR 208 for the governing body of the City of Ashland to acknowledge it has reviewed the CMAR.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Ashland informs the Wisconsin Department of Natural Resources that it has reviewed the 2017 CMAR;

AND BE IT FURTHER RESOLVED that the following actions will be undertaken by the Common Council for the City of Ashland:

1. Continued review of the Utility's infiltration and inflow issues.
2. Support of investigative work and contracted collection system maintenance in 2019.

Councilperson

PASSED: June 25, 2019

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM

Tyler Wickman, City Attorney

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:

6/20/2019

2018

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	0.7612	x	243	x	8.34	=	1,543
February	0.7234	x	264	x	8.34	=	1,590
March	1.0290	x	219	x	8.34	=	1,882
April	2.1586	x	110	x	8.34	=	1,989
May	1.2480	x	144	x	8.34	=	1,494
June	2.0224	x	102	x	8.34	=	1,720
July	1.0902	x	185	x	8.34	=	1,684
August	1.1380	x	197	x	8.34	=	1,870
September	1.5279	x	130	x	8.34	=	1,655
October	1.7988	x	118	x	8.34	=	1,774
November	1.2580	x	147	x	8.34	=	1,542
December	0.8501	x	196	x	8.34	=	1,389

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	3.2	x	90	=	2.88
		x	100	=	3.2
Design (C)BOD, lbs/day	3500	x	90	=	3150
		x	100	=	3500

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:

6/20/2019

2018

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

09/13/2018

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

26,850

gallons

☐ No

Holding Tanks

☒ Yes

3,700,644

gallons

☐ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was not affected.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 2018

● Yes ○ No If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes. Leachate from Xcel Energy-Fly Ash and Stack Slag landfill and the Ft. James Paper-Paper mill landfill. WWTP Lab monitors BOD, pH, TSS, Temperature, Conductivity on all leachate entering the system.	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 **2018**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	6	1	0	0
March	30	27	5	1	0	0
April	30	27	6	1	0	0
May	30	27	5	1	0	0
June	30	27	5	1	0	0
July	30	27	5	1	0	0
August	30	27	4	1	0	0
September	30	27	5	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	5	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☒ Yes Enter last calibration date (MM/DD/YYYY)

09/13/2018

☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

I&I continues to be a problem throughout the system. Failure to follow up on the CMOM program threatens us with several potential problems.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 **2018**

● No If Yes, please explain: 4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? ○ Yes ● No If Yes, please explain: 4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ○ Yes ○ No ● N/A Please explain unless not applicable:	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:

6/20/2019

2018

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	6	1	0	0
February	30	27	7	1	0	0
March	30	27	7	1	0	0
April	30	27	6	1	0	0
May	30	27	7	1	0	0
June	30	27	8	1	0	0
July	30	27	7	1	0	0
August	30	27	6	1	0	0
September	30	27	5	1	0	0
October	30	27	4	1	0	0
November	30	27	5	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 **2018**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.456	1	0
February	1	0.555	1	0
March	1	0.380	1	0
April	1	0.433	1	0
May	1	0.494	1	0
June	1	0.598	1	0
July	1	0.864	1	0
August	1	0.705	1	0
September	1	0.645	1	0
October	1	0.724	1	0
November	1	0.558	1	0
December	1	0.698	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 2018

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
☐ Publicly Distributed Exceptional Quality Biosolids
☐ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

646 acres

2.1.2 How many acres did you use?

3.0 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☒ Yes

☐ No (10 points)

☐ N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Belt Filter Press Cake

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75									6.5					0	0
Cadmium		39	85									.75					0	0
Copper		1500	4300									290					0	0
Lead		300	840									31					0	0
Mercury		17	57									1.3					0	0
Molybdenum	60		75									6.6				0		0
Nickel	336		420									19				0		0
Selenium	80		100									<5.9				0		0
Zinc		2800	7500									430					0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

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☐ 1-2 (10 Points) ☐ > 2 (15 Points) 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box) ☐ Yes ☐ No (10 points) ☒ N/A - Did not exceed limits or no HQ limit applies (0 points) ☐ N/A - Did not land apply biosolids until limit was met (0 points) 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 Exceedence Points ☒ 0 (0 Points) ☐ 1 (10 Points) ☐ > 1 (15 Points) 3.1.4 Were biosolids land applied which exceeded the ceiling limit? ☐ Yes (20 Points) ☒ No (0 Points) 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?	0																				
4. Pathogen Control (per outfall): 4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu. <table border="1"><tr><td>Outfall Number:</td><td>002</td></tr><tr><td>Biosolids Class:</td><td>B</td></tr><tr><td>Bacteria Type and Limit:</td><td>Fecal Coliform</td></tr><tr><td>Sample Dates:</td><td>01/01/2018 - 12/31/2018</td></tr><tr><td>Density:</td><td>5,328</td></tr><tr><td>Sample Concentration Amount:</td><td>CFU/G TS</td></tr><tr><td>Requirement Met:</td><td>Yes</td></tr><tr><td>Land Applied:</td><td>Yes</td></tr><tr><td>Process:</td><td>Aerobic Digestion</td></tr><tr><td>Process Description:</td><td>Aerobic Digestion of waste sludge within sludge storage tank.</td></tr></table> 4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application. 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points) ☒ No If yes, what action was taken?	Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit:	Fecal Coliform	Sample Dates:	01/01/2018 - 12/31/2018	Density:	5,328	Sample Concentration Amount:	CFU/G TS	Requirement Met:	Yes	Land Applied:	Yes	Process:	Aerobic Digestion	Process Description:	Aerobic Digestion of waste sludge within sludge storage tank.	0
Outfall Number:	002																				
Biosolids Class:	B																				
Bacteria Type and Limit:	Fecal Coliform																				
Sample Dates:	01/01/2018 - 12/31/2018																				
Density:	5,328																				
Sample Concentration Amount:	CFU/G TS																				
Requirement Met:	Yes																				
Land Applied:	Yes																				
Process:	Aerobic Digestion																				
Process Description:	Aerobic Digestion of waste sludge within sludge storage tank.																				
5. Vector Attraction Reduction (per outfall): 5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.																					

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Outfall Number:	002	0
Method Date:	09/22/2018	
Option Used To Satisfy Requirement:	Volatile Solids Reduction	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>=38	
Results (if applicable):	55.70	
5.2 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points) ☒ No If yes, what action was taken?		
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ☒ >= 180 days (0 Points) ☐ 150 - 179 days (10 Points) ☐ 120 - 149 days (20 Points) ☐ 90 - 119 days (30 Points) ☐ < 90 days (40 Points) ☐ N/A (0 Points) 6.2 If you checked N/A above, explain why.		
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: None.		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ☐ Yes ☒ No If No, please explain: Utility Superintendent position was filled October 8th 2018. 1 full time operator has been budgeted for and is not being filled. Could use more help/staff for: Operating the sewer televising and jetting equipment to identify I&I issues. Fulfilling our CMOM obligations. Perform maintenance on treatment plant and lift station equipment. 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ☐ Yes ☒ No If No, please explain: Basic tasks are performed as required, more staff would allow us to properly maintain and operate the plant and collection system along with CMOM obligations. We continue to have a growing list of maintenance issues around the plant and collection system that need to be addressed. Having more staff would solve this.	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ☒ Yes (Continue with question 2) ☐☐ ☐ No (40 points) ☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ☒ Yes ☐ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ☒ Yes ☐ Paper file system ☐ Computer system ☒ Both paper and computer system ☐ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ☒ Yes ☐ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ☐ Excellent ☐ Very good	

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☐ Good ☒ Fair ☐ Poor Describe your rating: Could use additional personnel to improve the overall maintenance program.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

TODD B DEETH

Certification No:

34525

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen		X		
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	X

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2018; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

0

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information Name: Julie Vailancourt Telephone: 715-682-7190 (XXX) XXX-XXXX E-Mail Address (optional): jvailancourt@coawi.org		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2017 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2018 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) 3.2.3 Adjusted January 1st Beginning Balance 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 1,378,689.00 \$ 0.00 \$ 1,378,689.00 + \$ 184,929.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 421,202.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,142,416.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Equipment purchases- Various Pumps, SCADA controls, Tractor and Spreader, Roots Blower, HVAC, Check Valve

3.3 What amount should be in your Replacement Fund? \$ 1,142,416.00

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	SCADA/Controls and UV System Upgrade	600000	2017
2	SCADA/Controls and UV System Upgrade	600000	2018
3	SCADA/Controls and UV System Upgrade	600000	2019
4	RAS Pumps VFD	40000	2017
5	DO Probe & Transmitters Installed	15000	2017
6	Effluent Plant Water System	40000	2018
7	Annual Capital Plan for Infrastructure-Sanitary Sewer Replacement	300000	2018
8	Annual Capital Plan for Infrastructure-Sanitary Sewer Replacement	300000	2019
9	I&I Sanitary Sewer Repairs	75000	2017
10	Seal Coat Retention Basin	42500	2018
11	Airline Piping for Aeration Ditch	40000	2018
12	Main Lift Station Rehab Phase I	120000	2019
13	Final Clairifer Improvements	50000	2017
14	Site Drain Lift Station Improvements	122000	2017
15	I&I Capital Project	500000	2018
16	Main Lift Station Rehab- Phase II	120000	2020
17	Retention Basin	128000	2019
18	Annual Capital Plan for Infrastructure-Sanitary Sewer Replacment	300000	2020
19	I&I Capital Project	500000	2019

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20	Waste Water Treatment Plant Site Paving	167000	2019
21	Replace Roofing and HVAC Systems for Pre-Treatment, UV and Admin Bldgs	1000000	2019
22	Annual Capital Plan for Infrastructure- Sanitary Sewer Replacement	300000	2021
23	I&I Capital Project	500000	2020
24	Rehab 6th Ave Lift Station	70000	2020
25	Pre-Treatment and Blower Building/Site Electrical	200000	2020
26	Final Clarifier Improvements	250000	2018
27	Sludge Aeration System	550000	2021
28	Final Clarifier Improvements	250000	2019

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	25,753	1,393
February	22,489	1,177
March	23,810	1,003
April	31,774	908
May	28,991	449
June	48,152	214
July	27,532	96
August	19,124	8
September	30,205	1
October	39,847	225
November	23,444	542
December	24,004	959
Total	345,125	6,975
Average	28,760	581

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System

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- ☒ Self-Priming Pumps
☒ Submersible Pumps
☒ Variable Speed Drives
☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	85,364	23.60	3,617	47.83	1,785	7,834
February	70,665	20.26	3,488	44.52	1,587	6,815
March	74,854	31.90	2,347	58.34	1,283	7,736
April	72,752	64.76	1,123	59.67	1,219	6,470
May	74,789	38.69	1,933	46.31	1,615	2,074
June	77,161	60.67	1,272	51.60	1,495	624
July	76,545	33.80	2,265	52.20	1,466	312
August	60,600	35.28	1,718	57.97	1,045	326
September	75,312	45.84	1,643	49.65	1,517	398
October	70,580	55.76	1,266	54.99	1,284	1,424
November	69,709	37.74	1,847	46.26	1,507	2,572
December	78,622	26.35	2,984	43.06	1,826	4,639
Total	886,953	474.65		612.40		41,224
Average	73,913	39.55	2,125	51.03	1,469	3,435

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7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☐ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

● No

○ Yes

If Yes, how is the biogas used (Check all that apply):

- ☐ Flared Off
- ☐ Building Heat
- ☐ Process Heat
- ☐ Generate Electricity
- ☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

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☒ No ☐ Yes ☐ Entire facility Year: By Whom: Describe and Comment: ☐ Part of the facility Year: By Whom: Describe and Comment: 	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☐ Yes

☒ No

If No, explain:

A full staff would allow us to properly implement our CMOM program.

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Jetting, televising and smoke testing of sanitary lines to identify failing conditions along with I&I issues within our collection system, followed by grouting, slip lining, manhole rehab and sewer main replacement. Also need to identify and correct storm sewer direct connects to our sanitary system.

Did you accomplish them?

☐ Yes

☒ No

If No, explain:

Do to staffing issues we were unable to accomplish our major goals.

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sanitary Sewer User Ordinance 711

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 01/14/2014

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

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- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☐ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☐ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	2	% of system/year
Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1	% of system/year
Manhole inspections	0	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections		

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	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
Due to lack of staffing, the percent of maintenance activities are well below the goals of this utility.		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

38.6	Total actual amount of precipitation last year in inches
30.8	Annual average precipitation (for your location)
60	Miles of sanitary sewer
11	Number of lift stations
1	Number of lift station failures
0	Number of sewer pipe failures
62	Number of basement backup occurrences
62	Number of complaints
1.30	Average daily flow in MGD (if available)
2.1586	Peak monthly flow in MGD (if available)
.750	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.09	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.10	Sanitary sewer overflows (number/sewer mile/yr)
1.03	Basement backups (number/sewer mile)
1.03	Complaints (number/sewer mile)
1.7	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.6	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume (MG)
0	6/17/2018 4:30:00 PM - 6/18/2018 3:30:00 PM	Turner Road Lift Station, 120 Turner Road, Ashland, WI 54806	Rain, Equipment Failure, Flooding	0.0138 - 0.0138
1	6/17/2018 2:00:00 AM - 6/19/2018 7:00:00 AM	Ashland Wastewater Treatment Plant, 1901 Knight Road, Ashland, WI 54806	Rain, Flooding	15.0010 - 15.0010
2	6/17/2018 2:30:00 AM - 6/17/2018 10:30:00 PM	6th Avenue Lift Station, 523 Lake Shore Drive West, Ashland, WI 54806	Rain, Flooding	0.1057 - 0.1057
3	6/17/2018 2:30:00 AM - 6/17/2018 10:30:00 PM	Main Lift Station, 314 North 11th Avenue East, Ashland, WI	Rain, Flooding	0.2115 - 0.2115

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4	10/10/2018 8:40:00 AM - 10/12/2018 7:15:00 AM	Ashland Wastewater Treatment Plant, 1901 Knight Road. Ashland, WI, 54806	Rain, Flooding	7.8480 - 7.8480
5	10/10/2018 1:30:00 AM - 10/10/2018 6:00:00 AM	Main Lift Station, 314 North 11th Avenue East, Ashland, WI	Rain, Flooding	0.03 - 0.03

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Lately we have held meetings with DNR to show plans going forward. My concern is that staffing issues are not part of this plan. We plan on utilizing the sewer televising and jetting equipment along with outsourcing to conduct smoke testing to identify I&I issues followed by necessary corrections to the collection system.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

Aged and deteriorating infrastructure along with rainfall and snowmelt events allow the sanitary system to act as a drain system for a large area.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☒ Yes

☐ No

If Yes, please describe:

Most of all the SSO/TFO events are do to I/I issues throughout the collection system.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

As time goes on with little or no maintenance the problem is getting worse.

5.4 What is being done to address infiltration/inflow in your collection system?

We have all the tools and equipment in place to research and address infiltration/inflow within our collection system except staffing to get it done. However plans are being made to try and address I/I such as hiring outside contractors to conduct smoke testing 8 city districts and cleaning and televising of 25,500 feet of sanitary lines. We also plan on implementing more of our CMOM program whenever staffing is available.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 **2018**

Grading Summary

WPDES No: 0030767

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/20/2019 2018

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

SUBJECT: Approve Change Order #4 to Extend the Substantial and Final Completion Dates for the Bayview Pier Project (*Roll*) Parks & Recreation

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administrator, Finance Director

EXHIBITS: 1. Change Order No. 4 & Bayview Park Punch List

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: \$533,525.10

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: Administration has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: Project conforms with both Authentic Ashland 2035 and City of Ashland's CORP

SUMMARY STATEMENT:

Change order #4 is an amendment to the initial contract with the Nordic Group, LLC to extend the substantial completion date to June, 12, 2019, and final completion date to July 12, 2019.

This extension has been request by both the Contractor and the City. A wet summer, early winter, and wet/late spring have lead to the project being delayed.

A final punch list of items has been created for this project and is attached.

Change Order

No. **4**

Date of Issuance: June 12, 2019

Effective Date: June 12, 2019

Project: **Bayview Park Pier**

Owner: **City of Ashland**

Owner's Project No: **481-201701**

Contract: **Construction of the Bayview Park Pier**

Date of Contract: **2/27/18**

Contractor: **Nordic Group, Inc.**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Extend completion date

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$504,650.10

Increase from previously approved Change Orders No. 1 to No. 3:

\$28,875.00

Contract Price prior to this Change Order:

\$533,525.10

Increase of this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$533,525.10

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): September 30, 2018

Ready for final payment (days or date): October 31, 2018

Increase from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): 31

Ready for final payment (days): 30

Contract Times prior to this Change Order:

Substantial completion (days or date): October 31, 2018

Ready for final payment (days or date): November 30, 2018

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): June 12, 2019

Ready for final payment (days or date): July 12, 2019

RECOMMENDED:

By: _____
Owner (Parks and Recreation Director)

Date: _____

ACCEPTED:

By: _____
Owner (City Administrator)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 6-12-2019

500.70 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: **Bayview Park Pier**

Owner: **City of Ashland**

Owner's Contract No **481-201701**

Contract: **Construction of Bayview Park Pier**

Engineer's Project No.: **17-3147**

This definitive Certificate of Substantial Completion applies to:

☒ The following specified portions of the Work:
All work as defined for substantial completion in the contract documents.

June 12, 2019

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Not Amended

Owner's Amended Responsibilities:

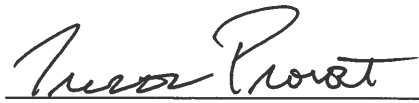
All warranties are to begin at Final Completion.

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Project punch list.

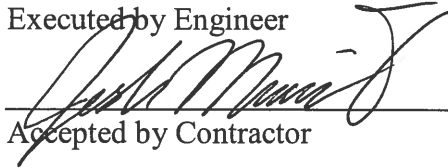
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

6/12/19

Date



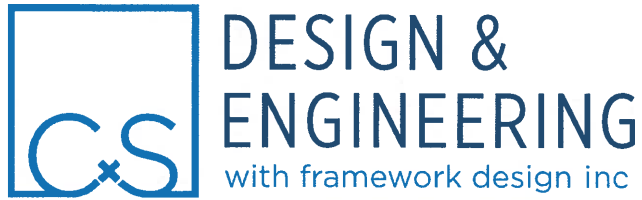
Accepted by Contractor

6-12-19

Date

Accepted by Owner

Date



803 Lake Shore Drive West, Ashland, WI 54806

Phone: (715) 682-0330

www.csdesignengineering.com

June 11, 2019

Mr. Josh Mieritz
Nordic Group, Inc.
4236 Lindahl Road
Hermantown, MN 55811

RE: Bayview Park – Punch List

Dear Josh,

After visiting the jobsite this morning, the following items need to be taken care of at the park prior to final payment being made.

1. Two (2) copies of Operation & Maintenance Manuals shall be turned over to the Architect, who will forward them on to the Owner. This is to include actual maintenance literature from manufacturer and not just sales literature. This is also to include all warranty paperwork.
2. The substantial completion date is going to be established as June 12, 2019. The one year warranty will start one year after Final Completion.
3. The pilings are to be cut off.
4. The remainder of the nuts and bolts for the railings are to be installed and all should be checked to make sure they are tight.
5. The railings are to be straightened up if possible.
6. The stairway is to be cleaned up. There is excess grout where the railings were installed.
7. The names that were written in the top section of concrete should be removed as much as possible.
8. The lights have been on during the day, it is believed that the photo got wet.

9. Clean up any debris still in the water and on site that is from the project.
10. The grass has yet to establish in most areas. It may need to be watered more. There are hose connections around the park that could be used to sprinkle if we do not receive sufficient rain.
11. The silt fence and other stormwater devices are to be removed when there is growth around the park is sufficient to meet DNR Standards.

If you should have questions please call me at (715) 685-1067.

Sincerely



Trevor L. Provost
Building Designer

Cc: Sara Hudson, Director
City of Ashland Parks & Recreation Department

Mr. Lauren Dahl, RA
C&S Design & Engineering, Inc.

SUBJECT: Approve a Resolution to Declare Repairing and Replacing a Valve in the South Clarifier at the Waste Water Treatment Plant an Emergency per Wisconsin State Statute 62.15(lb) (Roll) Public Works

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: \$50,000.00 Fund 690

AMOUNT BUDGETED: Fund 690 Fund Balance

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

A series of deeply buried valves control the flow of wastewater and the associated sludge in to and out of the clarifiers and oxidation ditches at the wastewater treatment plant (WWTP). The oxidation ditches include aerated wastewater which produces sludge and allows for biological wastewater treatment to occur.

In early June, Utility staff drained the South Clarifier for scheduled maintenance, including sludge removal and the installation of a series of pressure reducing valves (PRVs). The PRVs were installed to address upward pressure from groundwater, which was found to be causing heaving of the clarifier floors, potentially damaging an expensive component of the plant.

The North Clarifier remains online and accounts for approximately half of the plant's available treatment capacity. As a result, at the current time, the treatment capacity of the plant is at half of its normal level.

Utility staff successfully completed the scheduled maintenance but, in attempting to return the

clarifier/oxidation ditch back to service, a critical valve was damaged. As a result, the South clarifier/oxidation ditch is out of service, which means the plant's treatment capacity remains at half of its current level and presents an increased risk of sewage overflows during wet weather events. Utility staff have made several repeated efforts to correct the problem and open the valve. The valve is located at a depth of approximately 22 ft, which complicates the efforts. Due to the criticality of the valve and the ongoing potential risk for sewage overflows due to reduced plant capacity, Utility staff recommends that the valve be dug for repairs as soon as possible.

The depth of the valve makes the project beyond the routine maintenance capabilities of the utility. Utility staff requires the assistance of an outside contractor to complete the work and requests declaration of an emergency for the purchase of services because the time spent to obtain bids would threaten health, safety, and the environment.

RESOLUTION TO DECLARE REPAIRING AND REPLACING A VALVE IN THE SOUTH CLARIFIER AT THE WASTE WATER TREATMENT PLANT AN EMERGENCY PER WISCONSIN STATE STATUTE 62.15(1b).

Whereas, a valve in the South clarifier/oxidation ditch has failed and is in of repair and replacement at the Waste Water Treatment Plant; and,

Whereas, the Waste Water Treatment Plants current capacity remains at half of its current level and presents an increased risk of sewage overflows during wet weather events which has created an emergency in which the public health or welfare of the City is threatened with endangerment; and,

Whereas, under Wisconsin Statute 62.15(1b), the emergency will need to be declared over by the Council once it no longer exists (i.e., the south clarifier is functioning; and,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland, Wisconsin hereby agrees that the threat of the South Clarifier out of service reducing the Waste Water treatment plants capacity which presents an increased risk of sewage overflows during wet weather events creates an emergency per Wisconsin Statute 62.15(1b) and per City of Ashland Ordinance 194.06(c).

PASSED:

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney