

**ASHLAND CITY COUNCIL MEETING**  
**Tuesday, December 3, 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**

- A. November 19, 2019 Council and Committee of the Whole Meeting Minutes**

**4. CITIZEN PARTICIPATION PERIOD**

**5. MAYOR'S REPORT**

- A. Recognition of the Beauty Spot Award Winners**
- B. Announcements**
- C. Appointment of 2020-2021 Election Inspectors and Special Voting Deputies (*Clerk*)**
- D. Appointments**

**6. CONSENT AGENDA**

- A. Approve a Resolution to Designate the Official City Newspaper (*Clerk*) Voice**
- B. Approve the 2020 Council and Committee of the Whole Meeting Calendar (*Clerk*) Voice**
- C. Approve a Resolution to Combine Wards and Establish the Polling Places for the February 18, 2020 Primary Election, the April 7, 2020 Spring Election, and the May 12, 2020 Special Election (*Clerk*) Voice**
- D. Approve a Resolution to Designate Public Depositories (*Clerk*) Voice**
- E. Approve to Reverse Emergency Declaration for Repairing a Valve in the South Clarifier at the Waste Water Treatment Plant per Wisconsin State Statute 62.15(1b) (*Public Works*) Voice**

- F. Approve an Ordinance to Amend Chapter 781 (1764), Ashland City Ordinances, Unified Development Ordinance (*Planning*)**
- G. Miscellaneous Minutes**
- H. Operators' Licenses**

## **7. NEW BUSINESS**

- A. Public Hearing Regarding 2020 City of Ashland Community Development Block Grant Public Facilities (CDBG-PF) Project Application to Fund 6th Street East Reconstruction Project (*Planning*) Roll**
- B. Approve a Reserve Class B Combination Alcohol Beverage Retail license Application for Sanctuary Holdings LLC (Officer/Agent John C. White and Officer Geoffrey Gorres) for Chapel on Third Event Center, 620 3rd Street West, and Approve to Amend Chapter 922.40(g), Ashland City Ordinances: Failure to do Business (*Clerk*) Voice**
- C. Approve Jessica L. Pergolski as New Agent for the Alcohol Beverage License Application for Anchor Islands LLC at 315 Turner Road, Ashland (*Clerk*) Voice**
- D. Review and Discussion of 2018 Audit by Baker Tilly (*Administration*)**
- E. Approve 2020 Property Insurance Carrier and Renewal Quote, and 2020 General Liability, Linebacker, Law Enforcement Liability, Data Compromise, Government Crime/Fidelity ISO, Business Auto, Workers Compensation and Commercial Umbrella Insurance Carrier and Renewal Quote (*Clerk*) Roll**
- F. Approve to Waive the Requirement Set Forth in Chapter 923.10, Ashland City Ordinances, and Approve the Mandatory Joint Powers Agreement between Ashland County and the City of Ashland for the Ashland County 911 Emergency System (*Police & Fire Departments*) Voice**
- G. Approve Administration to Amend the Handbook Policy Related to Compensation, Vacation, and Over-Time (*Administration*) Voice**
- H. Approval to Allow the City Administrator to Approve a Financial and Payroll Software Updates and Enhancements Contract with Civic Systems, LLC (*Finance*) Roll**
- I. Approve a Resolution Accepting the Workmanship of Jake's Excavating & Landscaping, LLC and Approval of the Final Payment for the 2018 6th Street East Reconstruction Project (*Public Works*) Roll**
- J. Approve a Resolution to Accept the Workmanship of Ashland Construction, Inc. and Approval of the Final Payment for the 2019 Maslowski Beach Re-Design Green Infrastructure and Parking Lot Project (*Public Works*) Roll**
- K. Approve an Amendment to Existing Contract with WSP USA Inc. for Wetland Delineation Services on Timeless Timber Site (*Planning*) Roll**
- L. Approve and Adopt Updated City of Ashland Waterfront Development Plan (*Planning and Parks*) Voice**



**M. Approve a Contract with iWorQ Systems for Permit Management  
Software (Planning) Roll**

**8. ADJOURNMENT**

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

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

**ASHLAND CITY COUNCIL MEETING MINUTES**  
**Tuesday, November 19, 2019 – 5:30 PM**  
**Ashland City Hall Council Chambers**

**Please silence all cell phones during the meeting**

**1. CALL TO ORDER**

The Tuesday, November 19, 2019 Ashland City Council meeting was called to order by Mayor Debra Lewis, in the Ashland City Hall Council Chambers at 5:30 p.m.

**A. Roll Call**

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

**PRESENT:** Holly George, Matthew MacKenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz 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 James Gregoire, Planning Director Megan McBride, Finance Director Julie Vaillancourt, Fire Chief Dave Wegener, Parks Director Sara Hudson, and other concerned citizens.

**B. Moment of Silence**

**C. Pledge of Allegiance**

**2. APPROVAL OF AGENDA**

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

**3. APPROVAL OF MINUTES**

**A. October 22, 2019 City Council and Committee of the Whole Meeting Minutes, and  
October 29, 2019 Committee of the Whole Budget Work Session Minutes**

Moore moved, seconded by Ortman to approve the minutes of the October 22, 2019 City Council and Committee of the Whole, and October 29, 2019 Committee of the Whole Budget Work Session minutes.

**4. CITIZEN PARTICIPATION PERIOD**

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

*Tim Zwetow, 1413 12th Avenue West*, commented on a recent incident involving his son and the police department.

**5. MAYOR'S REPORT**

**A. Announcements**

The Mayor commented on a number of openings for the City's committees and boards which can now be found on the website and on the Mayor's Facebook page. The City is hosting a tree lighting for the community on November 30, 2019 at 5:30 p.m. Administration will be reviewing the 2019 audit next week and it will be brought to Council for discussion afterwards.

## **B. Appointments**

The Mayor is recommending approval of the following appointments:

### Housing Authority

Mary Jane Grande, re-appointment

Term Expires January 14, 2025

### Municipal Library Board

Mary Asbach, re-appointment

Term Expires October 31, 2022

Janna Levings, re-appointment

Term Expires October 31, 2022

George moved, seconded by Franek to approve the Mayor's appointments. The motion passed unanimously by voice vote.

## **6. CONSENT AGENDA**

### **A. Miscellaneous Minutes**

### **B. Planning and Development Monthly Reports**

### **C. Operators' Licenses**

The following individuals have applied for an operator's license: Tara M. Apprill, Michelle R. Atwater, Ashlynn K. Bruno, Nicole M. Kmetz, Paige D. Nemec, Susan L. Roberts, Gabriel B. Rothe, and Zachary H. Solomon.

Moore moved, seconded by Whitebird to approve the Consent Agenda. The motion passed unanimously by voice vote.

## **7. NEW BUSINESS**

**A. Public Hearing on the Proposed 2020 City of Ashland Budget (Mayor) Roll**

George moved, seconded by Tochtermann to approve to move into Public Hearing. The motion passed unanimously by roll call vote.

*Eric Lindell, 204 1/2 West Main Street*, spoke regarding the newspaper article referring to the pay increases offered into the 2020 Budget.

*Linda Scott, 3003 Golf Course Road*, commented on the pay increases offered into the 2020 Budget as it referred to the positions being held by female employees. She questioned the increases based on the position versus the sex of the employee in that position, and the assessed values and projected values noted in the 2020 Budget.

George moved, seconded by Tochtermann to close the Public Hearing. The motion passed unanimously by voice vote.

**B. Approve a Resolution to Adopt the 2020 Non-Represented Employees Salary/Hourly Wage Schedule (Administrator) Roll**

George moved, seconded by Moore to approve the resolution. The motion passed 9-2 by roll call vote; opposed were Franek and Pufall.

**C. Approve an Ordinance to Repeal Chapter 165 (2017-1900) and Recreate Chapter 165, Ashland City Ordinances, Comprehensive Fee Schedule (Clerk) Roll**

George moved, seconded by Tochtermann to approve the ordinance. The motion passed unanimously by roll call vote.

**D. Approve a Resolution by the Common Council for the City of Ashland, Wisconsin to Adopt the 2020 General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds, and Internal Service Funds Budgets (Administrator) Roll**

Moore moved, seconded by Jackson to approve the resolution. The motion passed 9-1 by roll call vote; opposed was Pufall. Whitebird abstained.

**E. Approve the 2020 Water and Wastewater Utility Budgets (Public Works) Roll**

Haas moved, seconded by Moore to approve the budgets as presented. The motion passed unanimously by roll call vote.

**F. Approve JFK Memorial Airport and Ashland Marina 2020 Budgets (Administration) Roll**

Haas moved, seconded by Moore to approve the budgets as presented. The motion passed unanimously by roll call vote.

- G. Approve a Resolution Adopted by the Common Council for the City of Ashland, Wisconsin to Establish the 2019 Tax Levy (Payable in 2020) for the City's General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds, and Internal Service Funds** *(Administrator)* Roll

George moved, seconded by Haas to approve the resolution. The motion passed 10-1 by roll call vote; opposed by Franek.

- H. Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy** *(Administrator)* Roll

Tochterman moved, seconded by Moore to approve the resolution. The motion passed unanimously by roll call vote.

- I. Approve Administration to Amend the Employee Handbook Policy Related to Payout to Employees for Unused Sick Pay** *(Administration)* Voice

George moved, seconded by Ortman to approve the Employee Handbook amendment. The motion passed 6-4 by roll call vote; opposed were MacKenzie, Jackson, Whitebird, and Pufall. Ullman abstained.

- J. Approve an Ordinance to Amend Chapter 865 (2016-1886), Ashland City Ordinances, Weights and Measures** *(Finance)* Roll

Tochterman moved, seconded by Haas to approve the ordinance amendment. The motion passed unanimously by roll call vote.

- K. Approve Easement Agreement and Release with LeRoy A. Watland, Jr., 1020 Lake Shore Drive West, Ashland** *(Mayor)* Roll

George moved, seconded by Whitebird to approve the agreement with LeRoy Watland, Jr., with an amendment to Paragraph 6 to correct a double-negative connotation. The motion passed unanimously by roll call vote.

- L. Approve Unified Development Ordinance Text Amendment** *(Planning)* Voice

Haas moved, seconded by Sarah Jackson to approve the text amendment. The motion passed unanimously by voice vote.

- M. Approve a Memorandum of Understanding (MOU) between the City of Ashland and the School District of Washburn Gymnastics Team for Use of the Bretting Center** *(Parks and Recreation)* Roll

Moore moved, seconded by Haas to approve the MOU between the City of Ashland and the School District of Washburn gymnastics Team. The motion passed unanimously by roll call vote.

**N. Approve an Agreement between the City of Ashland and Ninja Zone LLC (*Parks and Recreation*) Roll**

Tochterman moved, seconded by Jackson to approve the agreement with Ninja Zone LLC for the amount of \$874.00 of which will be covered by generated revenue. The motion passed unanimously by roll call vote.

**O. Approve to Waive Bidding Requirements and Enter into a Contract with Granroth Construction with for the Installation of a Boulderling Wall at the Bretting Community Center (*Parks and Recreation*) Roll**

Whitebird moved, seconded by Franek to approve to waive bid requirements and enter into a contract with Granroth Construction for the amount of \$19,800 funded through an anonymous donor and the Ashland County Brighter Futures Initiative Grant. The motion passed unanimously by roll call vote.

**P. Approve to Waive the Requirement Set Forth in Chapter 923.10, Ashland City Ordinances, and Approve a Memorandum of Understanding (MOU) between the City of Ashland and Ashland County for the Use of Pictometry Photography Products (*Public Works*) Roll**

Whitebird moved, seconded by Moore to approve to waive the ordinance requirement and approve to enter into an MOU between the City of Ashland and Ashland County. The motion passed unanimously by roll call vote.

**Q. Approve a Resolution Accepting the Workmanship of thyssenkrupp Elevator Corporation and Approval of Final Payment for the 2019 Vaughn Public Library Modernization Project (*Public Works*) Roll**

Whitebird moved, seconded by Jackson to approve the resolution and make final payment to thyssenkrupp Elevator Corporation in the amount of \$44,841.50 from the Capital Projects Fund. The motion passed unanimously by roll call vote.

**8. ADJOURNMENT**

Wahsayah Whitebird moved, seconded by Charlie Ortman to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,  
City Clerk

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## COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on November 19, 2019 immediately following the City Council meeting which begins at 5:30 PM in the Ashland City Hall Council Chambers.

The following items will be considered:

Council President Kate Ullman called the Committee of the Whole meeting to order at 7:00 p.m. on Tuesday, November 19, 2019.

### 1. Roll Call

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

ABSENT: none

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Max Lindsey, Public Works Director John Butler, Police Chief James Gregoire, Planning Director Megan McBride, Finance Director Julie Vaillancourt, Fire Chief Dave Wegener, Parks Director Sara Hudson, and other concerned citizens.

### 2. Council President's Report

Council President Ullman welcomed the City's new Deputy Clerk, Sarah Szymaniak. She also reiterated a comment that Councilor Ortman made during the Council meeting referring to possibly making changes to the Public Hearing to allow discussion with the public. She finally thanked City staff for their hard work on the 2020 Budget.

### 3. Administrator's Report

Kucera thanked staff and the Council for working together throughout this budget.

#### 4. Approval of Agenda

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

#### 5. Items for Discussion

##### A. Sidewalk Snow Clearing Ordinance and Enforcement (*Councilor Ullman*)

No action was taken on this item.

##### B. Strategic Priorities Follow-Up: Communication (*Councilor Ullman*)

George moved to add "Committee Updates" as a standing Committee of the Whole agenda; seconded by Moore. The motion carried unanimously by voice vote.

#### 6. Adjournment

Pufall moved to adjourn, seconded by Whitebird. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,  
City Clerk

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**SUBJECT:** Appointment of 2020-2021 Election Inspectors and Special Voting Deputies (*Clerk*)

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:**

**EXHIBITS:** 1. 2021-2022 Election Inspectors and Special Voting Deputies

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORDINANCE 51:** NA

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

**SUMMARY STATEMENT:**

According to WI State Statute 7.30(4)(a), 7.30(6), the Governing Body shall appoint election inspectors for a two-year term, which begins January 1, 2020 and ends December 31, 2021.

The individuals listed as 2020-2021 Election Inspectors and Special Voting Deputies have replied to the Clerk confirming they wish to serve as workers for the 2020 and 2021 elections.

## **2020-2021 ELECTION INSPECTORS AND SPECIAL VOTING DEPUTIES**

### **Ward 1**

Gene Aina  
Mary Aina  
Barb Bochler  
Beatrice Daoust  
Ron Davis  
Robert Ford  
Cheryl Hicks  
Leslie Jagger  
Juleanne Jarvela  
Nick Jarvela  
Teresa Miller  
John Morris  
Kathy Osmak  
Helen Shinaway  
Charles Skoraczewski  
Carl Smith  
Sharon Sokolich  
Karolyn Solberg  
Sam Solberg  
Harriet Yachinich

### **Ward 2**

Sarah (Sally) Lacy  
James Matzinger  
Lucas Phillips

### **Ward 3**

Donna Anderson  
Diane Eliason  
Carol Larson  
Elaine Peterson  
Eleanor Teague  
Phil Wesner  
David Wherritt

### **Ward 4**

Joanne Bassett  
Sharon Bonneville  
Anne Chartier  
Patricia Eaton  
Paul Gilbertson  
Cliff Grand  
Colleen Grand  
Julee Hicks  
Alice Johnson  
Jeff Kupczyk  
Maureen Kupczyk

Joyce Neumann  
Sandy Nutt  
Patrick Onderak  
Anthony Wallner  
Kate Wallner

### **Ward 5**

Mary Grube  
Matt Horning  
Lynn Ladd  
Ed Monroe  
Maribeth Monroe  
Penny Rutyna  
Katherine Siegler  
Richard Strauss

### **Ward 6**

Sharon Clark  
Margaret McBride  
Bruce Prentice  
Ellen Simon  
Nancy Sveda

### **Ward 7**

Charles Chronis

### **Ward 8**

Patty Dufek  
Mary Jane Grande  
Shirley Meredith  
Jean Stolarzyk

### **Ward 9**

Corrine Bystrom  
Sharon Manthei  
Mary Kay Muse  
Lissa Radke

### **Ward 10**

Carole Andraska  
Ernest Bliss  
Myra Bliss  
Lora Bresette  
Paula Cuffle  
Debra Joanis  
Ann Marie Johnson  
Jeff Johnson  
Doris Traaholt

### **Ward 11**

Joyce Carlson  
Debra Clark  
Heidi Knoke  
Joan Mickelson  
Rose Spieler-Sandberg

(Clerk2019 Pollworkers NAME only  
for 2020 and 2021 Appointed by  
Council)

**SUBJECT: Appointments**

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Mayor

**CLEARANCES:** Mayor

**EXHIBITS:**

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:** NA

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

**SUMMARY STATEMENT:**

The Mayor is recommending approval of the appointments as follows:

**BOARD OF CANVASS**

Carol Larson, reappointment,  
Term Expires: January 1, 2022

Virginia Quay, reappointment,  
Term Expires: January 1, 2022

Eric Erickson, reappointment,  
Term Expires: January 1, 2022



**SUBJECT:** Approve a Resolution to Designate the Official City Newspaper (*Clerk*) Voice

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** City Clerk

**EXHIBITS:** 1. Proposed Resolution

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified that the Daily Press 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:**

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

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

**RESOLUTION TO DESIGNATE THE OFFICIAL CITY NEWSPAPER**

*WHEREAS*, Wisconsin State Statute 985.06 (2) states:

“In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city’s legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work”;

*WHEREAS*, The Daily Press meets all qualifications as established in s. 985.06 (2).

*NOW, THEREFORE, BE IT RESOLVED*, that the Common Council of the City of Ashland hereby designates The Daily Press as the “Official Newspaper” of the City of Ashland for publication of official Council proceedings and legal notices for the ensuing year.

PASSED: December 3, 2019

\_\_\_\_\_  
Councilperson

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney



**SUBJECT:** Approve the 2020 Council and Committee of the Whole Meeting Calendar (*Clerk*) Voice

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Mayor, City Administrator

**EXHIBITS:** 1. 2020 Council Calendar

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

The proposed Council Calendar for 2020 includes consideration of the following dates:

- \*Council meetings held second and last Tuesdays of the month, per Ordinance, unless otherwise noted and approved by Council;
- \*Reorganizational meeting in April on the third Tuesday, per Wisconsin State Statute;
- \*Three designated Committee of the Whole Tentative Budget Work Sessions prior to the November 17 Public Hearing;
- \*There will be potentially 2 additional meetings TBD for Strategic Planning in lieu of a Council Retreat

The Clerk is requesting approval from Council on the proposed 2020 Council Meeting Calendar.

# 2020 CITY OF ASHLAND COUNCIL CALENDAR

Subject to Change

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    | 1  | 2  | 3  | 4  |
| 5       | 6  | 7  | 8  | 9  | 10 | 11 |
| 12      | 13 | 14 | 15 | 16 | 17 | 18 |
| 19      | 20 | 21 | 22 | 23 | 24 | 25 |
| 26      | 27 | 28 | 29 | 30 | 31 |    |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |

| March |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
| 1     | 2  | 3  | 4  | 5  | 6  | 7  |
| 8     | 9  | 10 | 11 | 12 | 13 | 14 |
| 15    | 16 | 17 | 18 | 19 | 20 | 21 |
| 22    | 23 | 24 | 25 | 26 | 27 | 28 |
| 29    | 30 | 31 |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    | 1  | 2  | 3  | 4  |
| 5     | 6  | 7  | 8  | 9  | 10 | 11 |
| 12    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19    | 20 | 21 | 22 | 23 | 24 | 25 |
| 26    | 27 | 28 | 29 | 30 |    |    |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    |    |    | 1  | 2  |
| 3   | 4  | 5  | 6  | 7  | 8  | 9  |
| 10  | 11 | 12 | 13 | 14 | 15 | 16 |
| 17  | 18 | 19 | 20 | 21 | 22 | 23 |
| 24  | 25 | 26 | 27 | 28 | 29 | 30 |
| 31  |    |    |    |    |    |    |

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
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|      | 1  | 2  | 3  | 4  | 5  | 6  |
| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 |    |    |    |    |

| July |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    | 1  | 2  | 3  | 4  |
| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 | 31 |    |

| August |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    |    |    |    |    | 1  |
| 2      | 3  | 4  | 5  | 6  | 7  | 8  |
| 9      | 10 | 11 | 12 | 13 | 14 | 15 |
| 16     | 17 | 18 | 19 | 20 | 21 | 22 |
| 23     | 24 | 25 | 26 | 27 | 28 | 29 |
| 30     | 31 |    |    |    |    |    |

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    | 1  | 2  | 3  | 4  | 5  |
| 6         | 7  | 8  | 9  | 10 | 11 | 12 |
| 13        | 14 | 15 | 16 | 17 | 18 | 19 |
| 20        | 21 | 22 | 23 | 24 | 25 | 26 |
| 27        | 28 | 29 | 30 |    |    |    |

| October |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    | 1  | 2  | 3  |
| 4       | 5  | 6  | 7  | 8  | 9  | 10 |
| 11      | 12 | 13 | 14 | 15 | 16 | 17 |
| 18      | 19 | 20 | 21 | 22 | 23 | 24 |
| 25      | 26 | 27 | 28 | 29 | 30 | 31 |

| November |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 |    |    |    |    |    |

| December |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 | 31 |    |    |

COUNCIL MEETINGS



CITY HALL OFFICES CLOSED



ELECTION DAYS



COUNCIL MEETING/  
BUDGET HEARING



REORGANIZATIONAL MTG



BUDGET WORKSESSIONS



**SUBJECT:** Approve a Resolution to Combine Wards and Establish the Polling Places for the February 18, 2020 Primary Election, the April 7, 2020 Spring Election, and the May 12, 2020 Special Election (*Clerk*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Clerk

**EXHIBITS:** 1. Proposed Resolution

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

The Primary Election will be held on February 17, 2020, and a Special Election will be held on May 12, 2020. These Elections can both be combined to be held at one location, the Bretting Community Center.

The Spring Election will be held on April 7, 2020. Due to the volume of voters, it will be necessary to split wards evenly among the 11 wards and polling places.

The City Council is required to pass a Resolution for combining wards and establishing polling places.

**RESOLUTION TO COMBINE WARDS AND ESTABLISH THE POLLING PLACES  
FOR THE FEBRUARY 18, 2020 PRIMARY ELECTION, THE APRIL 7, 2020 SPRING  
ELECTION, AND THE MAY 12, 2020 SPECIAL ELECTION**

**WHEREAS**, the City of Ashland will hold a Primary Election on February 18, 2020, a Spring Election on April 7, 2020, and a Special Election on May 12, 2020; and

**WHEREAS**, the Council must establish official polling places for elections; and

**WHEREAS**, combining wards whenever possible will reduce election costs;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Ashland that Wards shall be combined and Polling Places shall be designated as follows for the February 18, 2020 Primary Election and the May 12, 2020 Special Election:

Combined Wards

1, 4, 5  
2, 3, 6, 7  
8, 9, 10, 11

Polling Places

Bretting Center, 400 4<sup>th</sup> Avenue West  
Bretting Center, 400 4<sup>th</sup> Avenue West  
Bretting Center, 400 4<sup>th</sup> Avenue West

and, Polling places shall be designated as follows for the April 7, 2020 Spring Election:

Separate Wards

1, 3, 4, 5  
2, 6  
7, 8, 9, 10, 11

Polling Places

WITC, 2100 Beaser Avenue  
Senior Community Center, 400 Chapple Avenue  
Bretting Center, 400 4<sup>th</sup> Avenue West

PASSED: December 3, 2019

\_\_\_\_\_  
Councilperson

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

**SUBJECT:** Approve a Resolution to Designate Public Depositories (*Clerk*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Treasurer

**EXHIBITS:** 1. Proposed Resolution

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

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

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

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

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

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

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

## **RESOLUTION TO DESIGNATE PUBLIC DEPOSITORIES**

**WHEREAS**, Wisconsin State Statute 34.05 states:

“...the governing board of each public depositor shall, by resolution, designate one or more public depositories, organized and doing business under the laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public moneys received by him or her and specify whether the moneys shall be maintained in time deposits subject to limitations of s. 66.0603 (1m), demand deposits or savings deposits and whether a surety bond or other security shall be required to be furnished under s. 34.07 by the public depository to secure repayment of such deposits. A designation of a public depository by the governing board shall be a designation of the public depository for all treasurers of the governing board and for all public depositors for which each treasurer shall act.”; and

**WHEREAS**, the City of Ashland wishes to use all four banks located within the corporate limits of the City of Ashland (Associated Bank, BMO Harris Bank, Chippewa Valley Bank, Northern State Bank) and Hometown Bank in Fond du Lac, WI, Bremer Bank of Washburn, and Wisconsin Local Government Investment Pool for the depositing of public moneys; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Ashland that:

- |                                     |                                              |
|-------------------------------------|----------------------------------------------|
| • Associated Bank, Ashland, WI      | • Hometown Bank, Fond du Lac, WI             |
| • BMO Harris Bank, Ashland, WI      | • Bremer Bank, Washburn, WI                  |
| • Chippewa Valley Bank, Ashland, WI | • Wisconsin Local Government Investment Pool |
| • Northern State Bank, Ashland, WI  |                                              |

are hereby declared to be the official public depositories of the City of Ashland.

PASSED: December 3, 2019

\_\_\_\_\_  
Councilperson

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

**SUBJECT:** Approve to Reverse Emergency Declaration for Repairing a Valve in the South Clarifier at the Waste Water Treatment Plant per Wisconsin State Statute 62.15(1b) (*Public Works*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director  
Utility Operations Manager

**EXHIBITS:**

1. June 25, 2019 Agenda Bill
2. June 25, 2019 Excerpt of City Council Meeting minutes
3. Work Order, July 15, 2019

**EXPENDITURES REQUIRED:**

|                    |                        |
|--------------------|------------------------|
| \$ 6,912.57        | Force Account (Labor)  |
| 1,235.52           | Equipment              |
| <u>35,872.30</u>   | Materials and Supplies |
| <b>\$44,020.39</b> | <b>TOTAL</b>           |

**AMOUNT BUDGETED:** \$50,000.00

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** N/A

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

At the June 25, 2019 City Council Meeting, Council approved a resolution to declare a valve on the south clarifier at the Waste Water Treatment Plant (WWTP) an emergency per Wisconsin State Statute 62.15(1)(b). Utility staff required the assistance of an outside contractor to complete the work due to the depth of the valve.

The repair has been completed and consisted of an excavation over 20 ft in depth. The malfunctioning valve was removed from service due to the fact that an alternate valve could be used for the same flow control requirements. Operations at the WWTP were not interrupted in a major way and the plant's full treatment



capacity was restored in August.

**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.

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

**Summary Statement:** Change order #4 was 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 had been requested by both the Contractor and the City. A wet summer, early winter, and wet/late spring had lead to the project being delayed.

Haas moved, seconded by Moore to approve change order #4 to extent the substantial and final completion dates for the Bayview Pier Project. The motion passed unanimously by roll call vote.

**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**

**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 remained online and accounted for approximately half of the plant's available treatment capacity. As a result, the treatment capacity of the plant was 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 was out of service, which meant the plant's treatment capacity remained at half of its current level and presented an increased risk of sewage overflows during wet weather events. Utility staff made several repeated efforts to correct the problem and open the valve. The valve was located at a depth of approximately 22 ft, which complicated the efforts. Due to the criticality of the valve and the ongoing potential risk for sewage overflows due to reduced plant capacity, Utility staff recommended that the valve be dug for repairs as soon as possible.

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

Ortman moved, seconded by Franek to approve the 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 (1)(b). The motion passed unanimously by roll call vote. File #17516

**9. CLOSED SESSION**

**A. Enter into Closed Session (Roll)**

George moved, seconded by Whitebird to move into closed session. The motion passed unanimously by roll call vote.

**AWWU**

Ashland Water &amp; Wastewater Utility

 Type of Work: ☐ Maintenance Plant: ☐ Addition ☐ Replacement ☐ Retirement Only

 Plant Effected: ☐ Mains ☐ Services ☐ Hydrants ☐ Lift Stations ☐ Other \_\_\_\_\_

 Work Order # **19136**

 Date: 7/15/2019  
 (Date Started)

|              |                  |                        |                                                |                                    |
|--------------|------------------|------------------------|------------------------------------------------|------------------------------------|
| <b>19136</b> | <b>7/15/2019</b> | <b>Clarifier Valve</b> | <b>Repaired/Opened Valve (no parts needed)</b> | <b>TOTAL OF COSTS \$ 44,020.39</b> |
|--------------|------------------|------------------------|------------------------------------------------|------------------------------------|

| Date                | Emp ID | Task/WO | Labor Hrs | OT   | Hrly Rate | OT Rate | Labor Cost | Description of work | Materials Used | QTY | Unit | Price per Unit | Materials Cost | Equip Used | Equip Hrs | Equip Rate | Equip Cost |
|---------------------|--------|---------|-----------|------|-----------|---------|------------|---------------------|----------------|-----|------|----------------|----------------|------------|-----------|------------|------------|
| 7/16/2019-7/30/2019 | 1213   | 19136   | 15.00     |      | 32.62     | 47.17   | 489.36     |                     |                |     |      |                | -              | 17         | 40.00     | 17.24      | 689.60     |
| 7/16/2019-7/30/2019 | 1184   | 19136   | 5.00      |      | 40.58     | 55.42   | 202.90     |                     |                |     |      |                | -              | 15         | 16.00     | 34.12      | 545.92     |
| 7/16/2019-7/30/2019 | 1263   | 19136   | 0.50      |      | 32.63     | 47.18   | 16.31      |                     |                |     |      |                |                |            |           |            |            |
| 7/16/2019-7/30/2019 | 475    | 19136   | 43.00     | 1.00 | 37.46     | 52.34   | 1,663.21   |                     |                |     |      |                |                |            |           |            |            |
| 7/16/2019-7/30/2019 | 719    | 19136   | 72.00     | 4.50 | 42.12     | 59.32   | 3,299.25   |                     |                |     |      |                | -              |            |           |            |            |
| 7/16/2019-7/30/2019 | 1326   | 19136   | 25.00     | 4.00 | 42.81     | 42.81   | 1,241.54   |                     |                |     |      |                | -              |            |           |            |            |
|                     |        |         |           |      |           |         |            |                     |                |     |      |                | -              |            |           |            |            |
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|                     |        |         |           |      |           |         |            |                     |                |     |      |                | -              |            |           |            |            |

**SUBJECT:** Approve an Ordinance to Amend Chapter 781 (1764), Ashland City Ordinances, Unified Development Ordinance (*Planning*)

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Council approved on November 19, 2019

**EXHIBITS:** 1. Proposed Ordinance - Chapter 781

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

On November 19, 2019, Council approve to amend Chapter 781, Ashland City Ordinances, Unified development Ordinance (UDO) to add language to include "Community-based Residential Facility". The ordinance was unfortunately not included with the agenda bill.

The ordinance is now included for passage as was approved by Council.

**ORDINANCE TO AMEND CHAPTER 781 (1764), ASHLAND CITY ORDINANCES,  
UNIFIED DEVELOPMENT ORDINANCE**

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of December 3, 2019, for the purpose of amending the City's Unified Development Ordinance (UDO) to allow Community-Based Residential Facilities (CBRF's) in the Single- and Two-Family Residential (R-2), Medium Density Residential (R-3), High Density Residential (R-4), Mixed Residential/Commercial (MRC), and Public/Institutional (PI) zoning districts.

**SECTION I:**

*Section 4.4B, 2, a is amended to add:*

- a. Residential uses:
  - (11) Community-based Residential Facility

**SECTION II.**

*Section 4.5B, 2, a is amended to add:*

- a. Residential uses:
  - (11) Community-based Residential Facility

**SECTION III.**

*Section 4.6B, 2, a is amended to add:*

- a. Residential uses:
  - (13) Community-based Residential Facility

**SECTION IV.**

*Section 4.8B, 2, a is amended add:*

- a. Residential uses:
  - (13) Community-based Residential Facility

**SECTION V.**

*Section 4.35B, 2, a is amended to add:*

- a. Residential uses.
  - (1) Community-based Residential Facility

**SECTION VI.**

*Effective Date of Ordinance:* This Ordinance shall take effect upon passage and publication.

PASSED: December 3, 2019  
PUBLISHED: December 14, 2019

\_\_\_\_\_  
Councilperson

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney



## **City of Ashland – Public Works Committee Meeting Minutes**

Thursday, October 10, 2019, 5:30 p.m.

Public Works Conference Room

### **Agenda Item 1: Roll Call**

Present: Phil Sorensen, Melodie Phipps, Bill Kurtz, Jackie Moore, Ed Calhan, John Butler-Public Works Director, Sharon Campbell-Administrative Manager

Excused: None

Also Present: None

### **Agenda Item 2: Approval of Previous Meeting Minutes**

No minutes to be approved.

### **Agenda Item 3: Citizen Participation**

None

### **Agenda Item 4: Unfinished Business**

#### **Presentation on the City Wide Bike Plan**

A map of the city wide bike plan was presented and discussed. John shared the cost of striping a bike lane versus the cost of crack sealing. He also shared statistical data from WisDOT regarding the number of bicycle crashes reported in the City.

Kurtz moved, seconded by Calhan that the Public Works Department during capital planning for roadway reconstruction projects shall construct bicycle lane markings as identified in the Commuter Bike Plan adopted by council in 2017.

#### **Update on I&I, continued**

Presented was a map that Matt Eitrem the GIS Coordinator created with the data collected from televising showing the sewer pipe conditions. John is working on loan applications to secure funding for an I&I project for 2020.

#### **General Fund Budget Update**

The general fund budgets have been completed, there is an 11% increase in health insurance and employees are given a 2% wage increase. More information will be provided to the committee at the November Public Works meeting.

### **Agenda Item 5: Director's Report on Operations & Public Works Activities**

#### **Operations Update**

- The Utility roofing project is partially complete, work will continue in the spring.
- Vaughn Library Elevator Modernization Project has gone well; the contractor will be done with the project shortly.
- Maslowski Beach Project is expected to begin shortly.
- There was a lighting strike near the Water Utility booster station it effected some electrical components

- City Parks will be closing for the season mid-October

#### **Agenda Item 6: New Business**

##### **Public Works/Public Outreach – Melodie Phipps**

Melodie shared ideas regarding public awareness; suggestions included using the website more to inform the public on what is happening within the department, highlight employees, and inform the public of the status of capital projects. She suggested that maybe an intern from Northland College could be utilized to assist with some of the work.

#### **Agenda Item 7: Items of Interest for Future Meetings**

**Discussion on Standard Road Design Sections  
Water and Waste Water Utility Budget**

#### **Agenda Item 8: Set Next Meeting Date**

November 14, 2019

#### **Agenda Item 9: Adjournment**

Sorensen moved, Kurtz seconded move to adjourn at 6:45p.m.

## **City of Ashland - Sustainability Committee Meeting Minutes**

A meeting of the Ashland Housing Committee was held on **Thursday, July 25, 2019 at 6:00 p.m.** in the **Ashland City Hall Council Chambers (601 Main St W)**

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

**Committee Members Absent:** Valerie Damstra

**Staff Present:** Megan McBride, Lucas Phillips

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

### **Agenda**

**1) Consent Agenda**

Motion to approve the consent agenda by Kate Ullman, seconded by Jessica Eckhardt. Passed unanimously.

**2) Approval of Minutes**

Motion to approve the minutes from the March 28, 2019 Sustainability Committee meeting by Kate Ullman. Seconded by Jessica Eckhardt. Passed unanimously.

**3) Citizen Comments**

N/A

**4) Projects/Discussions**

- a) Discussion of possible Resolution to ban the sale and use of coal tar in the City of Ashland

Kate Ullman provided some background information regarding the growing movement to ban the use of coal tar products – several states, including Minnesota and Washington, other municipalities, and counties have banned the use of coal tar in sealants to reduce the amount of polycyclic aromatic hydrocarbons (PAHs) that enter waterbodies.

Richard Ketring discussed how PAHs can accumulate in retention ponds and are expensive to clean up. Kate Ullman mentioned that PAHs can be tracked into homes, and are carcinogenic.

Kaas Baichtal asked if these products are used by the city or the county, and if any examples of these products being used could be provided.

Kate Ullman stated that she talked to John Butler, Director of Public Works, and he stated that the City does not use these products. Kate also said that there has been testing done on some ponds in the area, but the results are not available yet.

Kaas Baichtal and Jessica Eckhardt questioned how a ban would be enforced, and Megan McBride stated that the City cannot go into homes to check if these products are on properties, but this ban would prevent coal tar containing products from being sold in the City, which could reduce their use.

Richard Ketring said that the biggest issue would be companies who are from outside of the City who come in and sealcoat a lot of driveways and parking lots, and may not be from an area that has a ban.

Kaas Baichtal recommended that public outreach is implemented in advance of a ban, because this is not a well-known issue. Lissa Radke recommended more research into alternatives to the coal tar product, and a more phased-in approach.

Kate Ullman stated that she looked at L&M and it appeared that they did not sell the coal tar based sealants; they sold the asphalt based sealants.

Dale Kupczyk asked if older city streets had been sealed with these products, and if they could possibly be continuing to leach contaminants into water bodies.

Richard Ketring proposed a partnership between the City and Northland College to identify an ecological footprint of the City in order to determine what potential contaminants are being used by, and within, the City.

Megan McBride recommended an educational campaign and project to promote alternatives to harmful chemicals.

Kate Ullman recommended passing the ban, but phasing in the penalties, as opposed to what was stipulated in the sample ordinance. This would allow for outreach to residents and businesses.

Jessica Eckhardt recommended giving warnings first, prior to issuing fines.

Megan McBride clarified that the City would be limited on enforcement, as the City cannot enter garages or properties, and there is not an easy way to test for PAH containing products.

After some discussion regarding implementation and possible steps forward, this Resolution was tabled pending further research and discussion.

b) Discussion of programming and partnership opportunities with Ashland Area Farmer's Market

Megan McBride proposed providing some sustainability related programming for the Ashland Area Farmer's Market, and provided updates regarding events that the City has

already put on at the farmer's market this summer. She proposed a reusable bag share for the farmer's market, and requested ideas from the committee for other events.

Lissa Radke proposed buying bags from retired police officer Michelle Tutor to use at the farmer's market.

Kaas Baichtal recommended putting together information regarding ordinances or suggestions to make the community more sustainable, and table at the farmer's market to get the word out.

c) Discussion of committee meeting time and future schedule

Due to some scheduling conflicts and a lack of a quorum for some meetings, Megan McBride checked in with committee members regarding the best time and date for future meetings, where everyone is available. It was agreed to keep the same meeting date and time for future meetings.

d) Discussion of future agenda items

Kate Ullman proposed discussing herbicide/pesticide use by the City to insure that there are not better, less toxic alternatives that the City could use. Kate Ullman also mentioned revisiting the goals set forth in the 25 by 25 Plan, and finalizing the Sourcewater Protection Plan. She also mentioned recycling in the parks, and talking with Eagle Waste to make sure that recyclables are actually recycled and not put into the dump.

Lissa Radke proposed asking Eagle Waste to provide more educational materials to help make sure the system is not burdened by non-recyclable items entering the recycling stream.

**5) Announcements/Reports/Questions**

a) Updates and discussion of volunteer opportunity for Ashland County Clean Sweeps event

Lissa Radke updated the committee on the need for volunteers for the Ashland County Clean Sweeps event at WITC on August 22<sup>nd</sup> from 3:00- 7:00pm.

b) Updates on City of Ashland/Ashland County rain barrel sale

Megan McBride provided updates on the final information regarding the sale of rain barrels sponsored by the City Of Ashland and Ashland County. She hopes that the sale will be able to occur every year, with grant funding available to subsidize the cost.

c) Updates on Great Lakes Commission Green Infrastructure Champions Grant

Megan McBride gave updates regarding the process of applying for grants to help update the Unified Development Ordinance. This grant is through the Green Infrastructure Champions Grant program. This program also pairs the City with a

mentor who has extensive experience with Green Infrastructure to insure that there are not unintentional barriers to Green Infrastructure in the UDO.

**6) Adjournment**

|                                                                                 |
|---------------------------------------------------------------------------------|
| Motion to adjourn by Dale Kupczyk. Seconded by Lissa Radke. Passed unanimously. |
|---------------------------------------------------------------------------------|

*Meeting was adjourned at 7:40 pm. Minutes done by Lucas Phillips.*

**SUBJECT: Operators' Licenses**

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Police Department

**EXHIBITS:**

**EXPENDITURES REQUIRED:**

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:**

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

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

Ashley M. Bates  
Ciji A. Jensen  
Dylan J. Welty  
Taylor E. White

**SUBJECT: Public Hearing Regarding 2020 City of Ashland Community Development Block Grant Public Facilities (CDBG-PF) Project Application to Fund 6th Street East Reconstruction Project (*Planning*) Roll**

**RECOMMENDATION:**

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**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Planning & Development Department  
Public Works Department

**EXHIBITS:**

1. CDBG-Public Facilities (PF) Grant Program Overview
2. CDBG-PF 2020 Service Area Map Application
3. Public Hearing Notes for Council

**EXPENDITURES REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**APPROPRIATION REQUIRED:** N/A

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

It is required to host a Public Hearing prior to submission of a Community Development Block Grant for Public Facilities (CDBG-PF) to identify potential available funds and eligible project activities, identify community needs that CDBG-PF funding could help address, and receive public input related to the proposed project activities. All residents of the proposed service area along 6th Street East from 13th Avenue East to 19th Avenue East were notified of the Public Hearing, and the required Class 2 Public Hearing Notice was published.

Reconstruction of 6th Street East from 13th- 19th Avenue East was identified as the City's priority project for 2020 based on the condition of existing infrastructure in this area, its location within one of the sanitary sewer districts most contributing to the City's I&I issues, and the City's ability to secure matching funds for this project. The scope of work for the proposed project would include reconstruction of all water, sanitary sewer



and storm sewer infrastructure, replacement of hydrants, installation of curb and gutter and complete reconstruction of the roadway. This will provide direct benefit to 52 households.

## CDBG – Public Facilities (PF) Grant Program Overview

### **Background:**

The Community Development Block Grant (CDBG) program is a federal formula-allocated grant program under the U.S. Department of Housing and Urban Development (HUD). The program was created when Congress passed the Housing and Community Development Act, Title 1 in 1974 and is governed by rules set forth in the Code of Federal Regulations (24 CFR Part 570).

The Wisconsin Department of Administration (DOA) – Division of Energy, Housing and Community Resources (DEHCR) administers the State Community Development Block Grant Program that provides funding to units of general local government (UGLGs) that do not receive an annual allocation directly from HUD.

The primary purpose of the CDBG program is the development of viable communities through the provision of decent affordable housing, a suitable living environment, and the expansion of economic opportunities, principally for the benefit of persons of low and moderate income.

### **Funding:**

The 2019 CDBG-PF annual competitive grant will make up to approximately \$10 million<sup>1</sup> available to assist UGLGs to expand and improve public infrastructure and facility projects critical to community vitality and sustainability. Typically, these projects will involve streets, sidewalks, water and sewer systems, storm water drainage and retention, senior and community centers, fire stations, libraries, blight elimination, accessibility modifications, and other similar types of activities.

Under the State's CDBG-PF Program, the Department of Administration's Division of Energy, Housing and Community Resources will award grants up to a 2:1 ratio (i.e. maximum \$2 CDBG for every \$1 Grantee Match) toward the total project cost, up to a maximum \$1,000,000 award. [\$6,000 or up to 1.5% (a maximum of \$15,000), whichever is greater, of the awarded CDBG-PF grant funds may be used for administration purposes.]

***The Division submitted Substantial Amendment #4 to the 2015-2019 Consolidated Plan to HUD for approval. SA#4 increased the maximum award size to \$1,000,000 and modified the match ratio. In the event that SA#4 is not approved by HUD, the Division will revert back to the previous funding maximum and match requirements. The Division will notify applicants in the event this occurs.***

*UGLGs that have received a CDBG-PF award in the previous calendar year are not eligible for consideration in the 2019 CDBG-PF annual competition except in cases where the award is provided to meet an "Urgent Local Need" National Objective. In addition, CDBG-PF applications may not be considered if there are outstanding or unresolved instances of non-compliance associated with prior CDBG awards not limited to PF grants, including non-compliance related to administrative, financial management, underwriting, recordkeeping, reporting, auditing, completion, payment, reimbursement or other requirements except in cases where the award is provided to meet an "Urgent Local Need" National Objective.*

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<sup>1</sup> Pending federal allocation to the State of Wisconsin and approval of the state's Annual Action Plan.



# CDBG-PF 2020 Service Area Map



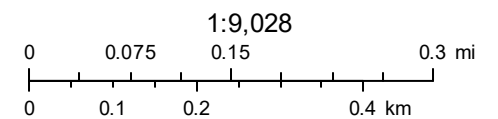
11/25/2019, 10:42:08 AM

**Lines**

Parcel Mapping

Override 1

Parcel Labels



City of Ashland Public Works Department, GIS Division  
PICTOMETRY INTL



### **Notes for Council on 6th Street East Reconstruction (13th Ave. E.–19th Ave. E.):**

1. Identification of total potential funds  
**Total estimated project cost is \$2,361,181.00**
  - \$1 million from CDBG to \$500,000 match
  - \$280,000.00 from City Waste Water Department budget
  - WDNR Safe drinking water loan program
  - \$500,000.00 from City Capital Improvement Budget
2. Eligible CDBG activities  
**Public facilities—based on Comp Plan, resident feedback and utility/transportation community projects needs assessed by PW department this segment of 6th Street East was identified as a viable CDBG qualifying project**
3. Presentation of identified community development needs  
Comp Plan:
  - **Community survey and public input consistently emphasized prioritizing street improvements**
  - **Accessibility—improve quality of sidewalks and ensure necessary curb cuts and ramps are in place**
  - **Improvements to health, safety and welfare of residents by providing safe pedestrian and transportation routes, removing Inflow and infiltration into City sanitary sewer pipe system thus reducing sewer overflows, removing lead water pipes, and improving fire protection in the project area.**
4. Identification of any community development needs by public.
  - **This portion of 6th Street East is considered a Collector Street and is a main road connection connector linking retail/manufacturing businesses on east side of the City.**
5. Presentation of activities proposed for CDBG application, including potential residential displacement.
  - **Road:** Reconstruct 6th Street East from 13<sup>th</sup> Avenue East to 19<sup>th</sup> Avenue East. Reconstruction of 2,600 feet of road including new base, asphalt pavement, and curb & gutter. Presently the road surface has a Pavement Surface Evaluation and Rating (PASER) value of 2-3. This indicates a road in very poor condition and the best repair is full reconstruct of the road.
  - **Water main:** Replacement of 2,600 feet of circa 1888 main, Replace 49 water services, 13 of which are presently lead.

- **Hydrants:** Install 6 new fire hydrants (oldest was installed in 1937). Three of seven intersections presently do not have fire hydrants which may hinder fire protection.
- **Storm sewer:** Replace 1600 feet of storm sewer, outdated stormwater catch basins—experience back ups due to poor condition of pipes
- **Sanitary sewer:** Replace 2100 feet of sanitary sewer main, 49 sanitary sewer services, and 9 manholes. Smoke testing results indicated I&I issues that will be corrected when the new pipes are installed.
- **Sidewalks:** improve handicap accessibility of sidewalks (curb cuts, ramps, improve overall quality)

6. Citizen input regarding proposed and other CDBG activities

**SUBJECT:** Approve a Reserve Class B Combination Alcohol Beverage Retail license Application for Sanctuary Holdings LLC (Officer/Agent John C. White and Officer Geoffrey Gorres) for Chapel on Third Event Center, 620 3rd Street West, and Approve to Amend Chapter 922.40(g), Ashland City Ordinances: Failure to do Business (*Clerk*) Voice

**RECOMMENDATION:** Approval with contingencies

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Police Chief

**EXHIBITS:**

1. Proposed Ordinance - Chapter 922.40 (g)
2. Alcohol Beverage Retail License Application, Auxiliary Questionnaire, and Schedule of Appointment of Agent, Sanctuary Holdings LLC

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** The Treasurer has confirmed that Sanctuary Holdings LLC (Officer/Agent John C. White and Officer Geoffrey Gorres) as Chapel on Third Event Center, 20 3rd Street West, is in compliance with Chapter 923, Ashland City Ordinances.

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

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

**SUMMARY STATEMENT:**

The City issues Alcohol Beverage licenses. The premises are inspected by the Fire Department and Police Department. Per Chapter 923 of Ashland City Ordinances, all licensees are required to be current on property taxes and other billings from the City (fines, utility bills, fees, etc.).

John C. White and Geoffrey Gorres request approval of a Reserve Class B Combination alcohol Beverage Retail License for Chapel on Third Event Center at 620 3rd Street West. They purchased the St. Andrews Church more than six months ago with the intention of redeveloping it into an event center to host receptions, reunions, and the like for a group of approximately 250 to 300 guests. During the summer, they wish to expand their facility to a fenced-in outdoor area for their guests.

Per Ashland City Ordinance Chapter 922.3: Alcoholic Beverages Regulation, *the quota for "Class B" intoxicating liquor licenses shall be determined by the provisions of Sec. 125.51(4), Wis. Stats., which created a quota of twenty-six (26) regular "Class B" intoxicating liquor licenses... 1 of the 26 licenses described in this section shall be reserved for granting to bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.* The current number of licenses has reached this quota.

Per Ashland City Ordinance Chapter 922.2(f), *the initial issuance fee for a Reserve "Class B" intoxicating liquor license shall be ten thousand (\$10,000) dollars, plus the annual "Class B" intoxicating liquor license fee. The \$10,000 fee is a one-time fee, however, a re-issuance of a Reserve Class B intoxicating liquor license to a new licensee shall be subject to the ten thousand (\$10,000) issuance fee. Bona fide clubs and lodges situated and incorporated in the state for at least six years that apply for Reserve "Class B" licenses are exempt from paying the minimum \$10,000 initial issuance fee.*

The applicants understand they will be required to pay the \$10,000 one time fee beyond the annual license fee, prorated to \$300 and expiring on June 30, 2020, and renewing for \$600 annually.

*Passage of this request requires a 2/3 affirmative vote of the Council.*

Finally, Council is being asked that Chapel on Third Event Center be considered to be excluded as a club is, as in Ashland City Ordinance Chapter 922.4(g) Failure to do Business: *...the licensed premises must be open for business a minimum of twenty (20) hours per week or the license will be subject to the failure to do business provisions. The 180 days shall not necessarily need to be successive to impose the provisions of this subsection. This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.*

The Chapel on Third Event Center expects their hours of operation to be closer to 5 hours per week on average as they anticipate events to take place specifically during the weekends.

Few items such as hard-wiring of exit lighting and paperwork, have not been completed as of this meeting date, although will be accomplished prior to December 18, 2019. This license will be held at the Clerk's office until final inspected by Steve Schraufnagel, Building Inspector and Fire Department, receipt of proof of Wisconsin Seller's Permit, and certification of Responsible Beverage Server's Course by the agent.

**ORDINANCE TO AMEND CHAPTER 922 (1748), ASHLAND CITY ORDINANCES ALCOHOLIC BEVERAGES REGULATION**

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of December 3, 2019, for the purpose of amending Chapter 922.40(g): Failure to do Business.

**SECTION 1:**

*Amend Chapter 922.40(g) as follows:*

Within one hundred eighty (180) days from the initial issuance of a Class A or Class B intoxicating liquor or fermented malt beverage license, a licensee shall be open for business with adequate stock and equipment or the license shall be revoked by the Common Council following a revocation hearing. If any Class A or Class B intoxicating liquor or fermented malt beverage licensee shall suspend or cease doing business for a period of 180 days, the license shall be revoked by the Common Council following a revocation hearing. For the purposes of this subsection, the licensed premises must be open for business a minimum of twenty (20) hours per week or the license will be subject to the failure to do business provisions. The 180 days shall not necessarily need to be successive to impose the provisions of this subsection. This subsection shall not apply to the licenses held for the Bay Area Civic Center premises, **Chapel on Third Event Center**, or for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

**SECTION II:**

Effective Date of Ordinance: This ordinance shall take effect following passage and publication.

PASSED: December 3, 2019  
PUBLISHED: December 14, 2019

\_\_\_\_\_  
Councilperson

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney



# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: Dec 14, 2019 ending: June 30, 2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Ashland

County of Ashland Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

|                                                      |                    |
|------------------------------------------------------|--------------------|
| Applicant's Wisconsin Seller's Permit Number         |                    |
| FEIN Number                                          |                    |
| TYPE OF LICENSE REQUESTED                            | FEE                |
| <u>Reserve</u>                                       | <u>\$10,000.00</u> |
| <input type="checkbox"/> Class A beer                | \$                 |
| <input checked="" type="checkbox"/> Class B beer     | \$                 |
| <input type="checkbox"/> Class C wine                | \$                 |
| <input type="checkbox"/> Class A liquor              | \$                 |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A             |
| <input checked="" type="checkbox"/> Class B liquor   | \$                 |
| <input type="checkbox"/> Reserve Class B liquor      | \$                 |
| <input type="checkbox"/> Class B (wine only) winery  | \$                 |
| Publication fee                                      | \$ <u>40.00</u>    |
| TOTAL FEE                                            | \$                 |

Name (Individual / partners give last name, first, middle; corporations/limited liability companies give registered name) Sanctuary Holdings, LLC business address 317 Main St W #202 Ashland, WI 54806  
Sanctuary Holdings, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

|                                   |                 |               |                                                        |
|-----------------------------------|-----------------|---------------|--------------------------------------------------------|
| President / Member Last Name      | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| <u>White</u>                      | <u>John</u>     | <u>Cw/</u>    | <u>317 Main St. W #202 Ashland, WI 54806</u>           |
| Vice President / Member Last Name | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| <u>Gorres</u>                     | <u>Geoffrey</u> | <u>Hugh</u>   | <u>219 Plymouth St Amery WI 54001</u>                  |
| Secretary / Member Last Name      | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name      | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name                   | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| <u>White</u>                      | <u>John</u>     | <u>Cw/</u>    | <u>317 Main St W #202 Ashland WI 54806</u>             |
| Directors / Managers Last Name    | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

1. Trade Name Chapel on Third Event Center Business Phone Number 715-419-1927  
2. Address of Premises 620 Third St. W. Post Office & Zip Code Ashland, WI 54806

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

The building has been a church for 120 years. Purchased with intent to remodel/re-purpose to event center/banquet center. Indoor and outdoor space will combine to seat up to 450 people.

first floor of bldg & fenced in outdoor area (outdoor portion of premises is on a provisional basis & subject to review & revocation or additional

4. Legal description (omit if street address is given above): Control by the Common Council if problems or complaints occur

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

(b) If yes, under what name was license issued?

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No  
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 11/30/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

|                                                                    |                                     |                                             |
|--------------------------------------------------------------------|-------------------------------------|---------------------------------------------|
| Contact Person's Name (Last, First, M.I.)<br><u>White, John C.</u> | Title/Member<br><u>President</u>    | Date<br><u>11/12/19</u>                     |
| Signature<br><u>[Signature]</u>                                    | Phone Number<br><u>715-419-1927</u> | Email Address<br><u>jwhite@cashland.com</u> |

**TO BE COMPLETED BY CLERK**

|                                                                 |                                  |                                 |                                   |
|-----------------------------------------------------------------|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk<br><u>11-18-19</u> | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted                                            | Date license issued              | License number issued           |                                   |

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

|                                                   |  |              |               |                  |                |
|---------------------------------------------------|--|--------------|---------------|------------------|----------------|
| Individual's Full Name (please print) (last name) |  | (first name) |               | (middle name)    |                |
| White                                             |  | John         |               | Carl             |                |
| Home Address (street/route)                       |  | Post Office  |               | City             | State Zip Code |
| 317 Main St. W                                    |  |              |               | Ashland          | WI 54806       |
| Home Phone Number                                 |  | Age          | Date of Birth | Place of Birth   |                |
| 715-419-1927                                      |  |              |               | Corte Madera, CA |                |

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

☐ Applying for an alcohol beverage license as an **individual**.

☒ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **Officer President** of **Sanctuary Holdings, LLC**  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? Yes 23 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
If yes, identify.

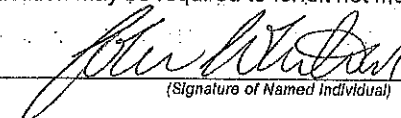
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

|                         |                          |               |         |
|-------------------------|--------------------------|---------------|---------|
| Employer's Name         | Employer's Address       | Employed From | To      |
| Memorial Medical Center | 1615 Maple Lane Ashland  | WI 54807      | present |
| Health Partners         | Ameny Hospital + Clinics | 2006          | 2006    |
|                         | Ameny, WI 54001          |               |         |

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature of Named Individual)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

|                                                                 |  |                              |                                 |                                     |                       |
|-----------------------------------------------------------------|--|------------------------------|---------------------------------|-------------------------------------|-----------------------|
| Individual's Full Name (please print) (last name) <b>Gorres</b> |  | (first name) <b>Geoffrey</b> |                                 | (middle name) <b>Hugh</b>           |                       |
| Home Address (street/route) <b>279 Plymouth St.</b>             |  | Post Office                  | City <b>Amery</b>               | State <b>WI</b>                     | Zip Code <b>54001</b> |
| Home Phone Number <b>715-684-9064</b>                           |  | Age <b>[REDACTED]</b>        | Date of Birth <b>[REDACTED]</b> | Place of Birth <b>Maplewood, MN</b> |                       |

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

☐ Applying for an alcohol beverage license as an individual.

☒ A member of a partnership which is making application for an alcohol beverage license.

☒ Vice President of Sanctuary Holdings LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 20 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
If yes, identify.

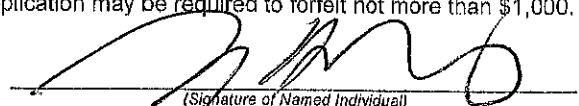
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

|                                                   |                                                                    |                                        |                            |
|---------------------------------------------------|--------------------------------------------------------------------|----------------------------------------|----------------------------|
| Employer's Name<br><b>Memorial Medical Center</b> | Employer's Address<br><b>Ashland, WI</b>                           | Employed From<br><b>01 January 19</b>  | To<br><b>present</b>       |
| Employer's Name<br><b>Rhino Medical</b>           | Employer's Address<br><b>2000 E Lamar Blvd, Arlington TX 76006</b> | Employed From<br><b>01 November 17</b> | To<br><b>01 January 19</b> |

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature of Named Individual)  
**G.H. Gorres**

**Schedule for Appointment of Agent by Corporation / Nonprofit  
Organization or Limited Liability Company**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Ashland County of Ashland

The undersigned duly authorized officer/member/manager of Sanctuary Holdings, LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Chapel on Third Event Center  
(Trade Name)

located at 6020 3rd St. W. Ashland, WI 54806

appoints John C. White, III  
(Name of Appointed Agent)  
317 Main St. W. #202 Ashland, WI 54806  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 23 years

Place of residence last year 317 Main St. W #202 Ashland, WI 54806

For: Sanctuary Holdings LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

**ACCEPTANCE BY AGENT**

I, John C. White, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 11/18/19  
(Signature of Agent) (Date)  
317 Main St W #202 Ashland WI 54806  
(Home Address of Agent)

Agent's age [Redacted]

Date of birth [Redacted]

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY**  
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 11-19-19 by [Signature] Title Chief of Police  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**SUBJECT:** Approve Jessica L. Pergolski as New Agent for the Alcohol Beverage License Application for Anchor Islands LLC at 315 Turner Road, Ashland (*Clerk*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Police Department

**EXHIBITS:**

1. Auxiliary Questionnaire, Alcohol Beverage License Application
2. Schedule for Successor or Agent

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

Jessica L. Pergolski has applied as new agent for the Alcohol Beverage License application for Anchor Islands LLC at 215 Turner Road. The Police Department reviewed and approved her application.

It is recommended to approve Jessica L. Pergolski as Agent for Anchor Islands LLC.

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

|                                                   |  |              |               |                |          |
|---------------------------------------------------|--|--------------|---------------|----------------|----------|
| Individual's Full Name (please print) (last name) |  | (first name) |               | (middle name)  |          |
| Pergolski                                         |  | Jessica      |               | Lynn           |          |
| Home Address (street/route)                       |  | Post Office  | City          | State          | Zip Code |
| 818 Willis Ave.                                   |  | Ashland      | Ashland       | WI             | 54806    |
| Home Phone Number                                 |  | Age          | Date of Birth | Place of Birth |          |
| [REDACTED]                                        |  | 25           | 08-03-1979    | Janesville, WI |          |

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

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Agent of Anchor Islands LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 45 yrs.
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

|                 |                    |               |      |
|-----------------|--------------------|---------------|------|
| Employer's Name | Employer's Address | Employed From | To   |
| Honore Kaszuba  | 212 Chapple Ave.   | 2002          | 2018 |
| Mark Gutteter   | 808 Main St. W.    | 1994          | 2001 |

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Jessica Pergolski  
(Signature of Named Individual)

## Schedule for Successor of Agent

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

Ashland Wisconsin 11-25 20 19  
(Municipality) (Date)

1. Name of agent Jessica L. Pergolski

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

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

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Jessica Pergolski  
(Signature of Agent)  
818 Willis Ave. Ashland, WI  
(Address)

### SUCCESSOR AGENT

The undersigned appoints Jessica L. Pergolski as agent  
in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Anchor Islands LLC  
By [Signature]  
(Signature of Officer / Member)

Date 11-25 20 19

I hereby accept appointment as agent for Anchor Islands LLC and assume  
full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 11-25 20 19

Jessica Pergolski  
(Signature of Agent)

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

Ashland WI 11/25 20 19  
(Municipality) (Date)  
[Signature]  
(Signature of Official)  
Captain  
(Title)



**SUBJECT:** Review and Discussion of 2018 Audit by Baker Tilly (*Administration*)

**RECOMMENDATION:** As Council Desires

---

**DEPARTMENT OF ORIGIN:** Administrator

**CLEARANCES:** Mayor  
Finance Director

**EXHIBITS:**

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:** NA

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

**SUMMARY STATEMENT:**

Kimberly Shult, A CPA with Baker Tilly and one of the Auditors who helped perform the City of Ashland's 2018 Audit will be present to review the audit findings and answer questions.

**SUBJECT:** Approve 2020 Property Insurance Carrier and Renewal Quote, and 2020 General Liability, Linebacker, Law Enforcement Liability, Data Compromise, Government Crime/Fidelity ISO, Business Auto, Workers Compensation and Commercial Umbrella Insurance Carrier and Renewal Quote (*Clerk*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Administrator, Finance Director

**EXHIBITS:** 1. EMC Insurance Companies Renewal Proposal for 2020

**EXPENDITURES REQUIRED:** *To be provided at the time of the meeting*

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:**

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified that EMC Insurance Companies, Great Lakes Insurance Agency, and Municipal Property Insurance Company (MPIC) are in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

**SUMMARY STATEMENT:**

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

We saw a decrease in the expected premium through EMC Insurance companies for 2020 at \$253,396, as

compared to 2019 at \$333,898. This calculates to a difference of \$80,502.

The initial property coverage renewal increased by 19%, from \$74,423 in 2019 to a proposed \$88,135 for 2020. This is again a reflection of state-wide claims and losses relating to wave, ice, and storm damage from multiple municipalities. With consideration of a number of options to keep the City's cost increase to a minimum, a new proposal was calculated to remove the City's ore dock and KIYI dock from the covered properties under the Pier and Wharf endorsement. Any additions and structures on both of the docks would continue to be covered for fire, theft, vandalism, or wind damage, as well as Builder's Risk up to \$2.5M. Any liability claims are covered under the City's EMC general liability policy.

In removing the two docks from the Pier and Wharf endorsement only reduces the total insured value (TIV) from \$8,274,864 to \$2,026,742 a difference of \$6,248,122. This in turn reduces the endorsement for Pier and Wharf from \$30,543 to \$7,481 with a deductible the greater of \$50,000 or 25% of the total loss.

It was also considered to add coverage for potential income lost at the Marina should there be damage to the slips/docks that would prevent boats to stay in the Marina until repairs are completed. The premium for this would come in between \$150 and \$200 with a \$5000 deductible.

*Due to the recent change requests to the property coverage policy, the final formal proposal from MPIC was immediately available and will be provided to Council by the time of the meeting.*

Council is asked to approve to renew the City's property insurance policy with the Municipal Property Insurance Company (MPIC), and the general liability insurance policy with EMC Insurance through Great Lakes Insurance Agency, for 2020 as recommended.

# CONDITIONAL



**EMC Insurance Companies**  
PO Box 327  
Brookfield, WI 53008-0327  
www.emcins.com

**CITY OF ASHLAND**  
**601 MAIN ST W**  
**ASHLAND, WI 54806-1537**  
01/01/2020 to 01/01/2021  
Prepared on 11/06/2019  
Quote Valid Through 01/01/2020

**Account Summary**  
**Quote Account Number: X142220**  
**Option 002**  
Prior Account Number: 4X44910

|                                        |           |                   |
|----------------------------------------|-----------|-------------------|
| General Liability (Occurrence) (D-02)  | \$        | 16,287.00         |
| Linebacker - Claims Made (J-02)        | \$        | 7,226.00          |
| Law Enforcement Liability (G-01)       | \$        | 6,454.00          |
| Govt Crime/Fidelity ISO Package (F-01) | \$        | 413.00            |
| Business Auto (E-06)                   | \$        | 34,701.00         |
| Workers Compensation (H-02)            | \$        | 175,078.00        |
| Commercial Umbrella (K-04)             | \$        | 13,237.00         |
| <b>Total Account Premium Estimate</b>  | <b>\$</b> | <b>253,396.00</b> |

*This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.*

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.\**

*Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit [www.emcins.com](http://www.emcins.com).*

*Thank you,*

**Great Lakes Insurance Agency**  
124 Main St W  
Ashland, WI 54806-1636  
715-682-2086

*\*This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

**CONDITIONAL**

UNION INSURANCE COMPANY OF PROVIDENCE

QUOTE NUMBER: D142220-02

**Q U O T A T I O N - G E N E R A L L I A B I L I T Y**

QUOTATION IS VALID: FROM 10/17/19 TO 01/01/20  
 PROPOSED POLICY PERIOD: FROM 01/01/20 TO 01/01/21

P R E P A R E D F O R :

P R E S E N T E D B Y :

CITY OF ASHLAND  
 601 MAIN ST W  
 ASHLAND WI 54806-1537

GREAT LAKES INSURANCE AGENCY  
 124 MAIN ST W  
 ASHLAND WI 54806-1636

D I R E C T B I L L

AGENT: DD 8190  
 AGENT PHONE: (715) 682-2086

I N S U R E D I S : M U N I C I P A L I T Y

B U S I N E S S D E S C : M U N I C I P A L I T Y

**L I M I T S O F I N S U R A N C E**

|                                        |                |                                |
|----------------------------------------|----------------|--------------------------------|
| EACH OCCURRENCE LIMIT                  | \$ 1,000,000   |                                |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | \$ 300,000     | ANY ONE PREMISES               |
| MEDICAL EXPENSE LIMIT                  | \$ NO COVERAGE | ANY ONE PERSON                 |
| PERSONAL AND ADVERTISING INJURY LIMIT  | \$ 1,000,000   | ANY ONE PERSON OR ORGANIZATION |

|                                               |              |
|-----------------------------------------------|--------------|
| GENERAL AGGREGATE LIMIT                       | \$ 2,000,000 |
| PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT | \$ 2,000,000 |

**C O V E R A G E S P R O V I D E D****P R E M I U M**

|                                          |              |
|------------------------------------------|--------------|
| OTHER THAN PRODUCTS/COMPLETED OPERATIONS | \$ 16,287.00 |
|------------------------------------------|--------------|

|                                |              |
|--------------------------------|--------------|
| TOTAL ESTIMATED POLICY PREMIUM | \$ 16,287.00 |
|--------------------------------|--------------|

AUDIT PERIOD: ANNUAL

AS QUOTED ON: 10/17/19 BPP

**CONDITIONAL**

UNION INSURANCE COMPANY OF PROVIDENCE

QUOTE NUMBER: D142220-02

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

G E N E R A L   L I A B I L I T Y   P O L I C Y  
Q U O T E

=====

ENDORSEMENT SCHEDULE

| FORM       | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION                                                                                                                 | PREMIUM      |
|------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| *CG0001    | 04-13           | COMMERCIAL GEN LIABILITY COV FORM                                                                                                                  |              |
| *CG0124    | 01-93           | WI CHGS-AMENDMENT POLICY CONDITIONS                                                                                                                |              |
| *CG0435    | 12-07           | EMPLOYEE BENEFITS LIABILITY COVERAGE                                                                                                               |              |
|            |                 | EACH EMPLOYEE                                                                                                                                      | \$ 1,000,000 |
|            |                 | AGGREGATE                                                                                                                                          | \$ 2,000,000 |
|            |                 | DEDUCTIBLE EACH EMPLOYEE                                                                                                                           | \$ 1,000     |
|            |                 | RETROACTIVE DATE                                                                                                                                   | 01/01/2011   |
| *CG2026    | 04-13           | AI-DESIGNATED PERSON OR ORGANIZATION<br>NAME/CONCESSIONAIRES/JOB TITLES/<br>POLITICAL ENTITY/ASSOC. OR ORG./ETC.                                   |              |
|            |                 | C. REISS COAL COMPANY                                                                                                                              |              |
|            |                 | WITC-ASHLAND<br>2100 BEASER AVENUE<br>ELECTION LOCATION                                                                                            |              |
|            |                 | SHELL AVIATION DBA SHELL OIL<br>PRODUCTS CO. U.S., LLC AND<br>EASTERN AVIATION FUELS, INC                                                          |              |
| *CG2106    | 05-14           | EXCL-ACCESS/DISCL OF CONFID/PERSONAL                                                                                                               |              |
| *CG2135    | 10-01           | EXCL - COVERAGE C - MEDICAL PAYMENTS<br>DESC & LOC OF PREMISES/CLASSIFICATION:<br>EXCLUDED FROM ALL LOCATIONS                                      |              |
| *CG2147    | 12-07           | EXCL-EMPLOYMENT RELATED PRACTICES                                                                                                                  |              |
| *CG2170    | 01-15           | CAP/LOSSES FROM CERT ACTS/TERRORISM                                                                                                                |              |
| *CG2176    | 01-15           | EXCL PUNITIVE DMGS ACTS OF TERRORISM                                                                                                               |              |
| *CG2244    | 04-13           | EXCL-SVCS BY HEALTHCARE PROVIDER<br>DESCRIPTION OF OPERATIONS:<br>SERVICES FURNISHED BY HEALTH CARE PROVIDERS<br>AND EMERGENCY MEDICAL TECHNICIANS |              |
| *CG2250    | 04-13           | EXCL-FAILURE TO SUPPLY                                                                                                                             |              |
| *CG2409    | 07-98           | GOVERNMENTAL SUBDIVISIONS                                                                                                                          |              |
| *CG7001A   | 10-12           | GENERAL LIABILITY SCHEDULE                                                                                                                         |              |
| *CG7003    | 10-13           | GL QUICK REFERENCE (OCCURRENCE)                                                                                                                    |              |
| *CG7117.12 | 10-01           | LIMITATIONS...GOVERNMENTAL UNITS/WI                                                                                                                |              |
| *CG7431    | 01-18           | LIMITED EXCEPTION FOR POLLUTION EXCL                                                                                                               |              |
| *CG7480    | 10-13           | AI-OWN, LESSEE, CONTRACTOR-VICAR LIAB                                                                                                              |              |

## NAME:

ASHLAND OREDOCK CHARITABLE  
TRUST

## PROJECT ADDRESS:

601 MAIN ST W  
ASHLAND, WI 54806

AS QUOTED ON: 10/17/19

# CONDITIONAL



UNION INSURANCE COMPANY OF PROVIDENCE

QUOTE NUMBER: D142220-02

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

## GENERAL LIABILITY POLICY QUOTE

### ENDORSEMENT SCHEDULE

| FORM       | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION                                                                                                                     | PREMIUM          |
|------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|            |                 | NAME:<br>DIGGERS HOT LINE<br>PROJECT ADDRESS:<br>14100 W NATIONAL AVE<br>NEW BERLIN, WI                                                                |                  |
|            |                 | NAME:<br>US BANK EQUIPMENT FINANCE<br>AND/OR ITS ASSIGNS<br>PROJECT ADDRESS:<br>1310 MADRID ST<br>MARSHALL, MN 56258                                   |                  |
|            |                 | NAME:<br>NORTHERN STATES POWER COMPANY<br>PROJECT ADDRESS:<br>100 N BARSTOW STREET<br>PO BOX 8<br>EAU CLAIRE, WI 54702                                 |                  |
| *CG7501    | 10-13           | AI-DESIG PERSON/ORGAN-VICAR LIAB<br>NAME/CONCESSIONAIRES/JOB TITLES/<br>POLITICAL ENTITY/ASSOC. OR ORG./ETC.<br>WISCONSIN CENTRAL LTD &<br>ITS PARENTS |                  |
| *CG7551    | 05-15           | ABUSE OR MOLESTATION LIABILITY                                                                                                                         |                  |
| *CG7605    | 10-14           | EXCLUSION-LAW ENFORCEMENT ACTIVITIES                                                                                                                   |                  |
| *CG7627    | 03-09           | AMENDMENT OF EMPL BENEFITS PROGRAM                                                                                                                     |                  |
| *CG7633    | 10-14           | COMMERCIAL GL AMENDMENT-MUNICIPALITY                                                                                                                   |                  |
| *CG7635    | 01-09           | CGL AMEND MUNICIPALITIES/VOL FIRE-WI                                                                                                                   |                  |
| *CG7639.1  | 10-14           | MUNICIPAL LIABILITY ENDORSEMENT                                                                                                                        |                  |
| *CG7657    | 02-10           | PUBLIC LIABILITY ENDORSEMENT                                                                                                                           |                  |
| *CG7687    | 08-14           | MUNICIPAL KEY PERSON SPECIAL EXPENSE<br>\$ 25,000 AGGREGATE LIMIT                                                                                      |                  |
| *IL0021    | 09-08           | NUCLEAR ENERGY LIAB EXCL/BROAD FORM                                                                                                                    |                  |
| *IL0283    | 11-18           | WI CHANGES - CANCELLATION/NONRENEWAL                                                                                                                   |                  |
| *IL1201    | 01-99           | CHANGE ENDORSEMENT                                                                                                                                     |                  |
| *IL7028    | 05-15           | ASBESTOS EXCLUSION                                                                                                                                     |                  |
| *IL7131A   | 04-01           | COMM'L POLICY ENDORSEMENT SCHEDULE                                                                                                                     |                  |
| *IL7304    | 04-98           | EMERG/TRAINING OPERATIONS LIMITD POLL                                                                                                                  |                  |
| *IL8118    | 06-11           | COMPLAINT NOTICE - WISCONSIN                                                                                                                           |                  |
| *IL8383.5A | 01-20           | DISCL PURSUANT TERRSM RISK INS. ACT<br>PREMIUM THROUGH 12/31/20<br>PREMIUM BEYOND 12/31/20                                                             | \$ 129<br>WAIVED |
| *IL8384A   | 01-08           | TERRORISM NOTICE                                                                                                                                       |                  |
| *IL8576    | 10-17           | MEDICARE IMPT NOTICE TO POLICYHOLDER                                                                                                                   |                  |

AS QUOTED ON: 10/17/19

**CONDITIONAL**



UNION INSURANCE COMPANY OF PROVIDENCE  
CITY OF ASHLAND

QUOTE NUMBER: D142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

T E R R O R I S M   N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE  
-----

For additional information, please contact your agent

AS QUOTED ON: 10/17/19

Prepared for: CITY OF ASHLAND



**CONDITIONAL**UNION INSURANCE COMPANY OF PROVIDENCE  
CITY OF ASHLAND

EFF DATE: 01/01/20

QUOTE NUMBER: D142220-02

EXP DATE: 01/01/21

This endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This endorsement does not grant any coverage or change the terms and conditions of any coverage under the policy.

D I S C L O S U R E   P U R S U A N T   T O  
T E R R O R I S M   R I S K   I N S U R A N C E   A C T

S C H E D U L E

Terrorism Premium (Certified Acts)

A. Premium through end of year 12/31/20      \$129.00

B. Premium beyond the date specified above      waived.

(Refer to paragraph D. below)

## A. DISCLOSURE OF PREMIUM:

In accordance with the Federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. As defined in section 102(1) of the Act: the term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion. The portion of your premium attributable to such coverage is shown in the schedule of this endorsement or in the policy declarations.

## B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

## C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

AS QUOTED ON: 10/17/19

# CONDITIONAL



UNION INSURANCE COMPANY OF PROVIDENCE  
CITY OF ASHLAND

QUOTE NUMBER: D142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### D. PREMIUM BEYOND THE YEAR SPECIFIED IN THE SCHEDULE ABOVE:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the schedule shall be attributable to coverage for terrorism acts certified under the act. If the Federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) of the schedule shall be attributable to that coverage for terrorism.

THE FOLLOWING STATEMENT IS REQUIRED TO BE PART OF THE DISCLOSURE NOTICE IN MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.

Read your policy and endorsements carefully.

AS QUOTED ON: 10/17/19

## CONDITIONAL

UNION INSURANCE COMPANY OF PROVIDENCE  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER: D142220-02

EXP DATE: 01/01/21

## GENERAL LIABILITY SCHEDULE

| CODE NO./EXPOSURE/CLASSIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                | PRODUCTS/COMPL OPS |         |      | ALL OTHER |                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------|------|-----------|---------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | RATE               | ADVANCE | PREM | RATE      | ADVANCE PREM                                                                          |
| LOCATION 001<br>43754<br>FISHING PIERS (4)<br>PREMIUM BASIS:<br>EACH PIER<br>EXPOSURE: 1<br>(SUBLINE /334)                                                                                                                                                                                                                                                                                                                                                                      |                    |         |      | 1986.68\$ | 1,987                                                                                 |
| 48039<br>SEWERS (4)<br>PREMIUM BASIS:<br>MILES<br>EXPOSURE: 83<br>(SUBLINE /334)                                                                                                                                                                                                                                                                                                                                                                                                |                    |         |      | 20.716\$  | 1,719                                                                                 |
| 87525<br>TOWN LIABILITY-PREM/OPS IN PROGRESS!<br>INCL WORK SUBCONTR TO OTHERS (3)<br>PREMIUM BASIS:<br>POPULATION<br>EXPOSURE: 8,039<br>(SUBLINE /TLB)<br>ADDITIONAL INTEREST ( 1-TLB)<br>C. REISS COAL COMPANY<br>DESIGNATED PERSON OR ORGANIZATION:<br>CG2026<br>ADDITIONAL INTEREST ( 2-TLB)<br>WITC-ASHLAND<br>DESIGNATED PERSON OR ORGANIZATION:<br>CG2026<br>ADDITIONAL INTEREST ( 3-TLB)<br>SHELL AVIATION DBA SHELL OIL<br>DESIGNATED PERSON OR ORGANIZATION:<br>CG2026 |                    |         |      | 1.038\$   | 8,344<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br> |
| 87702<br>ABUSE OR MOLESTATION LIABILITY<br>PREMIUM BASIS:<br>FLAT CHG<br>EXPOSURE: 8,035<br>(SUBLINE /334)                                                                                                                                                                                                                                                                                                                                                                      |                    |         |      | \$        | 205                                                                                   |
| 87763<br>ADDITIONAL INSURED-OWNERS, LESSEES<br>& CONTRACTORS-SCHED PERS OR ORG -<br>VICARIOUS LIABILITY-SEE FORM CG<br>CG7480<br>PREMIUM BASIS:<br>FLAT CHRGE<br>EXPOSURE: IF ANY<br>(SUBLINE /334)                                                                                                                                                                                                                                                                             |                    |         |      | \$        | 0                                                                                     |

AS QUOTED ON: 10/17/19 BPP

# CONDITIONAL



UNION INSURANCE COMPANY OF PROVIDENCE  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER: D142220-02  
EXP DATE: 01/01/21

## GENERAL LIABILITY SCHEDULE (CONTINUED)

| CODE NO./EXPOSURE/CLASSIFICATION                                                                                                                                        | PRODUCTS/COMPL OPS | ALL OTHER |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------|
| RATE ADVANCE PREM                                                                                                                                                       | RATE ADVANCE PREM  |           |
| ADDITIONAL INTEREST ( 1-334)<br>ASHLAND OREDOCK CHARITABLE                                                                                                              |                    | 30        |
| ADDITIONAL INTEREST ( 2-334)<br>DIGGERS HOT LINE                                                                                                                        |                    | 30        |
| ADDITIONAL INTEREST ( 3-334)<br>US BANK EQUIPMENT FINANCE                                                                                                               |                    | 30        |
| ADDITIONAL INTEREST ( 4-334)<br>NORTHERN STATES POWER COMPANY                                                                                                           |                    | 30        |
| 87767<br>ADDITIONAL INSURED - DESIGNATED<br>PERSONS OR ORGANIZATIONS -<br>VICARIOUS LIAB<br>CG7501<br>PREMIUM BASIS:<br>FLAT CHRG<br>EXPOSURE: IF ANY<br>(SUBLINE /334) |                    | \$ 0      |
| ADDITIONAL INTEREST ( 1-334)<br>WISCONSIN CENTRAL LTD &                                                                                                                 |                    | 30        |
| 87825<br>EMPLOYEE BENEFITS LIABILITY<br>COVERAGE<br>PREMIUM BASIS:<br>PER EMP<br>EXPOSURE: 100<br>(SUBLINE /EBL)<br>\$ 1000 DEDUCTIBLE APPLIES<br>EACH EMPLOYEE         | 146.076            | \$ 146    |
| 87861<br>MUNICIPAL KEY PERSON SPECIAL<br>EXPENSES COVERAGE<br>PREMIUM BASIS:<br>FLAT CHARG<br>EXPOSURE: IF ANY<br>(SUBLINE /334)                                        |                    | \$ 125    |
| 89028<br>LIMITED EXCEPTION FOR THE POLLUTION<br>EXCLUSION (FORM CG7431)<br>PREMIUM BASIS:<br>FLAT CHRG<br>EXPOSURE: IF ANY<br>(SUBLINE /334)                            |                    | \$ 50     |

AS QUOTED ON: 10/17/19 BPP

# CONDITIONAL



UNION INSURANCE COMPANY OF PROVIDENCE  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER: D142220-02

EXP DATE: 01/01/21

## GENERAL LIABILITY SCHEDULE (CONTINUED)

| CODE, NO. / EXPOSURE / CLASSIFICATION                                                                                                             | ! PRODUCTS / COMPL OPS !<br>! RATE ! ADVANCE PREM ! | ALL OTHER<br>RATE ! ADVANCE PREM |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------|
| 89035<br>SKATEBOARD / IN-LINE SKATING<br>AREAS<br>PREMIUM BASIS:<br>FLAT CHRG<br>EXPOSURE: IF ANY<br>(SUBLINE /334)                               | !                                                   | ! \$ 571                         |
| 99943<br>WATER COMPANIES (4)<br>PREMIUM BASIS:<br>THOUSANDS OF PAYROLL<br>EXPOSURE: 297,155<br>(SUBLINE /334)                                     | !                                                   | ! 8.382 \$ 2,491                 |
| LOCATION 002<br>68606<br>VACANT BUILDINGS - NOT FACTORIES<br>(1) (4)<br>PREMIUM BASIS:<br>THOUSANDS OF AREA<br>EXPOSURE: 10,000<br>(SUBLINE /334) | !                                                   | ! 4.543 \$ 45                    |
| LOCATION 003<br>63010<br>DWELLINGS - ONE-FAMILY<br>(LESSOR'S RISK ONLY) (4)<br>PREMIUM BASIS:<br>DWELLING<br>EXPOSURE: 1<br>(SUBLINE /334)        | !                                                   | ! 24.957 \$ 25                   |
| PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$                                                                                                        |                                                     | 129.00                           |
| TOTAL ESTIMATED POLICY PREMIUM \$                                                                                                                 |                                                     | 16287.00                         |

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
(3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED  
(4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
(5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
(6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

AS QUOTED ON: 10/17/19 BPP

CONDITIONAL



UNION INSURANCE COMPANY OF PROVIDENCE  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER: D142220-02

EXP DATE: 01/01/21

GENERAL LIABILITY SCHEDULE  
(CONTINUED)

-----  
LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001     601 MAIN ST W  
              ASHLAND, WI   54806-1537

LOC 002     2200 LAKE SHORE DR E  
              ASHLAND, WI   54806-2330

LOC 003     802 VAUGHN AVE  
              ASHLAND, WI   54806-3043

ALL OTHER LOCATIONS:

ALL MUNICIPAL LOCATIONS LOCATED IN THE  
MUNICIPALITY

AS QUOTED ON: 10/17/19 BPP

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: J142220-02

Q U O T A T I O N - L I N E B A C K E R

QUOTATION IS VALID FROM 10/17/19 TO 01/01/20  
PROPOSED POLICY PERIOD: FROM 01/01/20 TO 01/01/21

P R E P A R E D F O R :

P R E S E N T E D B Y :

CITY OF ASHLAND  
601 MAIN ST W  
ASHLAND WI 54806-1537

GREAT LAKES INSURANCE AGENCY  
124 MAIN ST W  
ASHLAND WI 54806-1636

DIRECT BILL

AGENT: AD 8190  
AGENT PHONE: (715) 682-2086

INSURED IS: MUNICIPALITY

BUSINESS DESC: MUNICIPALITY

RETROACTIVE DATE AND EXCESS EXTENDED REPORTING PERIOD:  
THIS INSURANCE DOES NOT APPLY TO WRONGFUL ACTS WHICH OCCUR  
BEFORE THE RETROACTIVE DATE SHOWN BELOW.

RETROACTIVE DATE: NONE

AVAILABLE SUPPLEMENTAL EXTENDED REPORTING PERIOD: ( 5 YEARS )

L I M I T S O F L I A B I L I T Y

EACH LOSS \$ 1,000,000

AGGREGATE FOR EACH POLICY TERM \$ 1,000,000

INSURED'S DEDUCTIBLE EACH CLAIM \$ 3,000  
(INCLUDING DEFENSE EXPENSE)

TOTAL ADVANCE PREMIUM \$ 7,226.00

COVERAGE IS PROVIDED FOR BOARD AND ALL EMPLOYEES

(THE ADVANCE PREMIUM IS A MINIMUM PREMIUM FOR THE POLICY TERM)  
A \$100 MINIMUM POLICY PREMIUM APPLIES  
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE

AS QUOTED ON: 10/17/19 BPP

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: J142220-02

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

L I N E B A C K E R   P O L I C Y  
Q U O T E

=====

ENDORSEMENT SCHEDULE

=====

| FORM       | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION                                                                            | PREMIUM          |
|------------|-----------------|---------------------------------------------------------------------------------------------------------------|------------------|
| CL7001     | 01-18           | LNBKR PUBLIC/EPLI COVERAGE FORM                                                                               |                  |
| CL7110     | 01-08           | NUCLEAR ENERGY LIABILITY EXCLUSION                                                                            |                  |
| CL7130.1   | 01-18           | LOSS OF SALARY OR FRINGE BENEFITS<br>LIMITS OF LIABILITY<br>EACH LOSS/AGGREGATE<br>\$50,000/\$100,000/\$3,000 |                  |
| CL7156     | 01-18           | CAP ON LOSSES CERT ACTS OF TERRORISM                                                                          |                  |
| CL7161     | 01-18           | EXCL PUNITIVE DMGS ACTS OF TERRORISM                                                                          |                  |
| CL7179     | 02-15           | LINEBACKER AMENDMENT - LAND USE END.                                                                          |                  |
| CL7202     | 10-15           | DATA COMPROMISE & CYBER LIAB EXCL                                                                             |                  |
| CL7210     | 01-16           | EXCL UNMANNED AIRCRAFT                                                                                        |                  |
| CL8322     | 10-15           | ADVISORY NOTICE TO POLICYHOLDERS                                                                              |                  |
| CL8324     | 03-16           | LNBKR POLICYHOLDER NOTICE AIRCRAFT                                                                            |                  |
| *IL7131A   | 04-01           | COMM'L POLICY ENDORSEMENT SCHEDULE                                                                            |                  |
| IL7149     | 01-08           | COMMON POLICY CONDITIONS                                                                                      |                  |
| IL7209     | 01-18           | WI CHANGES - CANCELLATION/NONRENEWAL                                                                          |                  |
| IL7326     | 01-18           | CALCULATION OF PREMIUM                                                                                        |                  |
| *IL8118    | 06-11           | COMPLAINT NOTICE - WISCONSIN                                                                                  |                  |
| *IL8383.5A | 01-20           | DISCL PURSUANT TERRSM RISK INS. ACT<br>PREMIUM THROUGH 12/31/20<br>PREMIUM BEYOND 12/31/20                    | \$ 142<br>WAIVED |
| IL8384A    | 01-08           | TERRORISM NOTICE                                                                                              |                  |

AS QUOTED ON: 10/17/19



**CONDITIONAL**



EMPLOYERS MUTUAL CASUALTY COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: J142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

T E R R O R I S M   N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE  
-----

For additional information, please contact your agent

AS QUOTED ON: 10/17/19

# CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: J142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This endorsement does not grant any coverage or change the terms and conditions of any coverage under the policy.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

#### Terrorism Premium (Certified Acts)

- A. Premium through end of year 12/31/20 \$142.00
- B. Premium beyond the date specified above waived.  
(Refer to paragraph D. below)

#### A. DISCLOSURE OF PREMIUM:

In accordance with the Federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. As defined in section 102(1) of the Act: the term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion. The portion of your premium attributable to such coverage is shown in the schedule of this endorsement or in the policy declarations.

#### B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

AS QUOTED ON: 10/17/19

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: J142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

DISCLOSURE PURSUANT TO  
TERRORISM RISK INSURANCE ACT

D. PREMIUM BEYOND THE YEAR SPECIFIED IN THE SCHEDULE ABOVE:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the schedule shall be attributable to coverage for terrorism acts certified under the act. If the Federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) of the schedule shall be attributable to that coverage for terrorism.

THE FOLLOWING STATEMENT IS REQUIRED TO BE PART OF THE DISCLOSURE NOTICE IN MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.  
Read your policy and endorsements carefully.

AS QUOTED ON: 10/17/19

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY

Quote Number: G142220-01

**Q U O T A T I O N  
C O M M E R C I A L   L A W   E N F O R C E M E N T**Quotation is Valid From 10/03/19 to 01/01/20  
Proposed Policy Period: From 01/01/20 to 01/01/21

P R E P A R E D   F O R :

P R E S E N T E D   B Y :

CITY OF ASHLAND  
601 MAIN ST W  
ASHLAND WI 54806-1537GREAT LAKES INSURANCE AGENCY  
124 MAIN ST W  
ASHLAND WI 54806-1636

D I R E C T   B I L L

AGENT: AD 8190  
AGENT PHONE: (715) 682-2086

I N S U R E D   I S :   M U N I C I P A L I T Y

B U S I N E S S   D E S C :   M U N I C I P A L I T Y

**L I M I T S   O F   I N S U R A N C E**

|                                  |              |
|----------------------------------|--------------|
| Each Occurrence                  | \$ 1,000,000 |
| Aggregate Limit                  | \$ 2,000,000 |
| Medical Expense (Any one person) | \$ 10,000    |
| Deductible Per Occurrence        | \$ 1,000     |

TOTAL POLICY PREMIUM \$ 6,454.00

A \$100 MINIMUM POLICY PREMIUM APPLIES  
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE.

AS QUOTED ON: 10/03/2019

Prepared for: CITY OF ASHLAND

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: G142220-01

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

**L A W   E N F O R C E M E N T   P O L I C Y  
Q U O T E**

## =====

## ENDORSEMENT SCHEDULE

| FORM     | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION   | PREMIUM |
|----------|-----------------|--------------------------------------|---------|
| *IL7131A | 04-01           | COMM'L POLICY ENDORSEMENT SCHEDULE   |         |
| IL7149   | 01-08           | COMMON POLICY CONDITIONS             |         |
| IL7209   | 01-18           | WI CHANGES - CANCELLATION/NONRENEWAL |         |
| IL7326   | 01-18           | CALCULATION OF PREMIUM               |         |
| *IL8118  | 06-11           | COMPLAINT NOTICE - WISCONSIN         |         |
| *IL8576  | 10-17           | MEDICARE IMPT NOTICE TO POLICYHOLDER |         |
| LE7001A  | 01-08           | LAW ENFORCEMENT LIABILITY SCHEDULE   |         |
|          |                 | TERRORISM COVG INCL IN MAIN COV FORM | \$ 127  |
| *LE7002  | 08-18           | LAW ENFORCEMENT LIABILITY COV FORM   |         |
| LE7100   | 01-08           | NUCLEAR ENERGY EXCLUSION ENDORSEMENT |         |
| LE7101   | 01-09           | MOONLIGHTING ENDORSEMENT             |         |
| LE7107   | 01-08           | FUNGI OR BACTERIA EXCLUSION          |         |
| LE7110   | 01-08           | PERSONAL INJURY PRIOR ACTS END.      |         |
|          |                 | RETROACTIVE DATE: None               |         |
| LE7116   | 01-09           | PUNITIVE OR EXEMPLARY DAMAGES ENDST  |         |

AS QUOTED ON: 10/03/2019

# CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY  
ASHLAND CITY OF

Quote Number: G142220-01  
Eff Date: 01/01/20 Exp Date: 01/01/21

## L A W E N F O R C E M E N T S C H E D U L E

\*\*\*\*\*  
Type of Jurisdiction: Municipality Population: 8,039

Additional Exposures:  
Moonlighting Activities

| Code/Classification                                               | Exposure | Rate    | Premium     |
|-------------------------------------------------------------------|----------|---------|-------------|
| 88500<br>Peace Officers / Full Time<br>Premium Basis:<br>Per Each | 22       | 272.638 | 5998.00     |
| 88502<br>Police Dogs<br>Premium Basis:<br>Per Each                | 1        | 118.538 | 119.00      |
| 88507<br>Punitive Damages<br>Premium Basis:<br>Flat charge        |          |         | 150.00      |
| 88508<br>Medical Payments<br>Premium Basis:<br>Flat charge        | \$ 5998  | 0.010   | 60.00       |
| PREMIUM FOR CERTIFIED ACTS OF TERRORISM                           |          |         | \$ 127.00   |
| TOTAL POLICY PREMIUM                                              |          |         | \$ 6,454.00 |

AS QUOTED ON: 10/03/2019

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: F142220-01

**G O V E R N M E N T   C R I M E   Q U O T A T I O N**

QUOTATION IS VALID: FROM 10/03/19 TO 01/01/20  
PROPOSED POLICY PERIOD: FROM 01/01/20 TO 01/01/21

P R E P A R E D   F O R :

P R E S E N T E D   B Y :

CITY OF ASHLAND  
601 MAIN ST W  
ASHLAND WI 54806-1537

GREAT LAKES INSURANCE AGENCY  
124 MAIN ST W  
ASHLAND WI 54806-1636

D I R E C T   B I L L

A G E N T :   A D   8 1 9 0

A G E N T   P H O N E :   ( 7 1 5 ) 6 8 2 - 2 0 8 6

I N S U R E D   I S :   M U N I C I P A L I T Y

B U S I N E S S   D E S C :   M U N I C I P A L I T Y

C O V E R A G E   I S   W R I T T E N :   P R I M A R Y

SEE ATTACHED SCHEDULE FOR DESCRIPTION OF LOCATIONS,  
LIMITS, AND DEDUCTIBLES.

## C O V E R A G E S   P R O V I D E D

## P R E M I U M

|                                                   |    |           |
|---------------------------------------------------|----|-----------|
| EMPLOYEE THEFT - BLANKET (PER LOSS)               | \$ | 329.00    |
| INSIDE THE PREMISES - THEFT OF MONEY & SECURITIES | \$ | 75.00     |
| OUTSIDE THE PREMISES                              | \$ | 9.00      |
| TOTAL POLICY PREMIUM                              |    | \$ 413.00 |

A S   Q U O T E D   O N :   1 0 / 0 3 / 2 0 1 9

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: F142220-01

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

G O V E R N M E N T   C R I M E   P O L I C Y  
Q U O T E

## =====

## ENDORSEMENT SCHEDULE

| FORM     | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION                                | PREMIUM |
|----------|-----------------|-------------------------------------------------------------------|---------|
| CR0106   | 08-13           | WISCONSIN CHANGES                                                 |         |
| CR0750   | 08-08           | AMENDMENT-DELETE PROV REGARD TERROR                               |         |
| CR2512   | 10-10           | INCL TREAS. OR TAX COLLECT AS EMPLOY<br>TREASURER                 |         |
| CR2519   | 08-13           | ADD FAITHFL PERF OF DUTY COV FOR GOV<br>PER LOSS LIMIT: \$125,000 |         |
| CR7002.9 | 11-15           | SPECIAL GOVT CRIME QUICK REF (LOSS)                               |         |
| CR7010A  | 11-15           | GOVERNMENT CRIME DECLARATIONS                                     |         |
| *CR7011A | 11-15           | GOVERNMENT CRIME SCHEDULE                                         |         |
| CR7113   | 11-15           | SPECIAL GOVERNMENT CRIME COV. FORM                                |         |
| IL0283   | 09-07           | WI CHANGES - CANCELLATION/NONRENEWAL                              |         |
| *IL7131A | 04-01           | COMM'L POLICY ENDORSEMENT SCHEDULE                                |         |
| IL7306   | 08-98           | EXC. OF CERT. COMPUTER LOSSES                                     |         |
| *IL8118  | 06-11           | COMPLAINT NOTICE - WISCONSIN                                      |         |

AS QUOTED ON: 10/03/2019



CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER: F142220-01  
EXP DATE: 01/01/21

G O V E R N M E N T C R I M E S C H E D U L E

| D E S C R I P T I O N                                | D E D            |       | L I M I T        |         |
|------------------------------------------------------|------------------|-------|------------------|---------|
|                                                      | (PER OCCURRENCE) |       | (PER OCCURRENCE) |         |
| EMPLOYEE THEFT - BLANKET (PER LOSS)                  | \$               | 1,500 | \$               | 125,000 |
| INSIDE THE PREMISES - THEFT OF MONEY<br>& SECURITIES | \$               | 500   | \$               | 20,000  |
| OUTSIDE THE PREMISES                                 | \$               | 500   | \$               | 20,000  |

AS QUOTED ON: 10/03/2019

# CONDITIONAL



EMCASCO INSURANCE COMPANY

QUOTE NUMBER: E142220-06

## Q U O T A T I O N - B U S I N E S S A U T O P O L I C Y

QUOTATION IS VALID: FROM 11/01/19 TO 01/01/20  
PROPOSED POLICY PERIOD: FROM 01/01/20 TO 01/01/21

|                       |                              |
|-----------------------|------------------------------|
| P R E P A R E D F O R | P R E S E N T E D B Y        |
| CITY OF ASHLAND       | GREAT LAKES INSURANCE AGENCY |
| 601 MAIN ST W         | 124 MAIN ST W                |
| ASHLAND WI 54806-1537 | ASHLAND WI 54806-1636        |

|                                |                                |
|--------------------------------|--------------------------------|
| DIRECT BILL                    | AGENT: BD 8190                 |
|                                | AGENT PHONE: (715) 682-2086    |
| INSURED IS: MUNICIPALITY       | BUSINESS DESC: MUNICIPALITY    |
| COVERAGES                      | COV AUTOS                      |
|                                | LIMITS/DEDUCTIBLES             |
|                                | P R E M I U M                  |
| COVERED AUTOS LIABILITY 01     | \$ 1,000,000                   |
| AUTO MEDICAL PAYMENTS 02 08 09 | \$ 10,000 EACH                 |
|                                | INSURED                        |
| UNINSURED MOTORISTS 06 08 09   | SEE ENDORSEMENT CA7093A        |
| UNDERINSURED MOTORISTS 06      | SEE ENDORSEMENT CA7093A        |
| PHYSICAL DAMAGE COVERAGE       |                                |
| COMPREHENSIVE 02               |                                |
| COLLISION 02                   |                                |
| HIRED OR BORROWED AUTO         |                                |
| NON-OWNERSHIP LIABILITY        | EMPLOYEES: 101 - 500           |
|                                | PREMIUM FOR ENDORSEMENTS       |
|                                | ESTIMATED TOTAL POLICY PREMIUM |

AS QUOTED ON: 11/06/19 (BPP)

Prepared for: CITY OF ASHLAND

# CONDITIONAL



EMCASCO INSURANCE COMPANY

QUOTE NUMBER: E142220-06

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

## COMMERCIAL AUTO POLICY QUOTE

### ENDORSEMENT SCHEDULE

| FORM      | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION                                                   | PREMIUM |
|-----------|-----------------|--------------------------------------------------------------------------------------|---------|
| 3003C     | 05-10           | GLASS REPAIR FORM                                                                    |         |
| CA0001    | 10-13           | BUSINESS AUTO COVERAGE FORM                                                          |         |
|           |                 | TERRORISM COVG INCL IN MAIN COV FORM                                                 | \$ 46   |
| CA0117    | 10-13           | WISCONSIN CHANGES                                                                    |         |
| CA2001    | 10-13           | LESSOR-ADDITIONAL INSURED/LOSS PAYEE<br>DESIGNATION OR DESCRIPTION OF "LEASED AUTOS" |         |
| CA2015    | 10-13           | MOBILE EQUIPMENT                                                                     |         |
| CA2018    | 10-13           | PROFESSIONAL SERVICES NOT COVERED                                                    |         |
| CA2021    | 10-13           | SNOWMOBILES                                                                          |         |
| CA2103    | 10-13           | WI UNINSURED MOTORISTS COVERAGE                                                      |         |
| CA2145    | 10-13           | WI UNDERINSURED MOTORISTS COVERAGE                                                   |         |
| CA7001A   | 11-15           | COMM AUTO DECLARATIONS/ADDIT'L ITEMS                                                 |         |
| CA7002A   | 11-15           | COMM AUTO DECLARATIONS - ITEMS 4 & 5                                                 |         |
| CA7007    | 11-15           | QUICK REFERENCE BUSINESS AUTO FORM                                                   |         |
| *CA7093A  | 03-09           | UM/UIM SUPPLEMENTAL SCHEDULE                                                         |         |
| CA7209.12 | 11-98           | VEH/CIVIL, CRIM LIAB/CIVIL LIAB - WI                                                 |         |
| CA7313    | 11-15           | PREJUDGMENT INTEREST                                                                 |         |
| CA7492    | 12-16           | COMML AUTO ELITE EXT MUNI &/OR FIRE                                                  |         |
| CA8216    | 07-12           | UNDERINSURED MOTORIST DISCLOSURE                                                     |         |
| *CA8331   | 06-19           | IMPORTANT NOTICE TO POLICYHOLDERS                                                    |         |
| *CA8334   | 04-19           | IMPORTANT NOTICE TO POLICYHOLDERS                                                    |         |
| CA9924    | 10-13           | WISCONSIN AUTO MEDICAL PAYMENTS COV                                                  |         |
| CA9948    | 10-13           | POLLUTION LIAB BROADND COV/COV AUTOS                                                 |         |
| CA9954    | 10-13           | COVERED AUTO DESIGNATION SYMBOL                                                      |         |
|           |                 | SYMBOL DESCRIPTION                                                                   |         |
|           |                 | 10= LIABILITY 01                                                                     |         |
|           |                 | AUTO MEDICAL PAYMENTS 02 08 & 09                                                     |         |
|           |                 | UNINSURED MOTORISTS 06 08 & 09                                                       |         |
|           |                 | UNDERINSURED MOTORISTS 06                                                            |         |
|           |                 | COMPREHENSIVE \$500 DED 02 & 08                                                      |         |
|           |                 | COLLISION \$500 DED 02 & 08                                                          |         |
| IL0021    | 09-08           | NUCLEAR ENERGY LIAB EXCL/BROAD FORM                                                  |         |
| *IL0283   | 11-18           | WI CHANGES - CANCELLATION/NONRENEWAL                                                 |         |
| *IL7131A  | 04-01           | COMM'L POLICY ENDORSEMENT SCHEDULE                                                   |         |
| IL7304    | 04-98           | EMERG/TRAINING OPERATIONS LIMITD POLL                                                |         |
| *IL8118   | 06-11           | COMPLAINT NOTICE - WISCONSIN                                                         |         |
| *IL8576   | 10-17           | MEDICARE IMPT NOTICE TO POLICYHOLDER                                                 |         |

AS QUOTED ON: 11/06/19

**CONDITIONAL**EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER E142220-06  
EXP DATE: 01/01/21

\*\*COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM\*\*

## SUPPLEMENTARY SCHEDULE

ITEM TWO - UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

-----

THE LIMIT OF INSURANCE FOR THE COVERAGE SHOWN BELOW IS THE LIMIT OF INSURANCE SHOWN FOR THE STATE WHERE A COVERED 'AUTO' IS PRINCIPALLY GARAGED. REFER TO THE SPECIFIC COVERAGE ENDORSEMENT FOR THE DESCRIPTION OF THE COVERAGE PROVIDED FOR EACH STATE LISTED BELOW.

## COVERAGE

## UNINSURED MOTORISTS LIMIT OF INSURANCE

|    | "BODILY INJURY"<br>AND "PROPERTY<br>DAMAGE"<br>COMBINED<br>ST SINGLE LIMIT | "BODILY INJURY"<br>EACH PERSON<br>EACH "ACCIDENT" | "BODILY INJURY"<br>EACH "ACCIDENT" | "PROPERTY DAMAGE"<br>EACH "ACCIDENT" |
|----|----------------------------------------------------------------------------|---------------------------------------------------|------------------------------------|--------------------------------------|
| WI |                                                                            |                                                   | \$ 300,000                         |                                      |

## UNDERINSURED MOTORISTS LIMIT OF INSURANCE

(WHEN UNDERINSURED MOTORISTS IS A SEPARATE COVERAGE)

|    | "BODILY INJURY"<br>AND "PROPERTY<br>DAMAGE"<br>COMBINED<br>ST SINGLE LIMIT | "BODILY INJURY"<br>EACH PERSON<br>EACH "ACCIDENT" | "BODILY INJURY"<br>EACH "ACCIDENT" | "PROPERTY DAMAGE"<br>EACH "ACCIDENT" |
|----|----------------------------------------------------------------------------|---------------------------------------------------|------------------------------------|--------------------------------------|
| WI |                                                                            |                                                   | \$ 300,000                         |                                      |

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

## COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

### ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

\*\*\*\*\*

VEHICLE DESCRIPTION / COVERAGE . PREMIUM

\*\*\*\*\*

LOC: 001 601 MAIN ST W  
ASHLAND WI. 54806-1537

VEH NO 1 TERR: 109

1978 IHC

ID NO D3055HGB16442

ADDITIONAL INFORMATION:

COST NEW: 50000 AGE: X RADIUS: LOCAL USE: SERVICE

HEAVY TRUCK CLASS: 31499

COVERED AUTOS LIABILITY

AUTO MEDICAL PAYMENTS

UNINSURED MOTORISTS

COMPREHENSIVE

ACV

500 DED

COLLISION

ACV

500 DED

TOTAL VEHICLE PREMIUM

. \$ 170.00  
27.00  
INCLUDED  
45.00  
70.00  
330.00

VEH NO 2 TERR: 109

1979 FORD

TRUCK

FIRE DEPT

ID NO K80DVFC6402

ADDITIONAL INFORMATION:

COST NEW: 75000 AGE: X RADIUS:

USE: NA

FIRE DEPT VEHICLE CLASS: 7909

COVERED AUTOS LIABILITY

AUTO MEDICAL PAYMENTS

UNINSURED MOTORISTS

COMPREHENSIVE

75000

500 DED

REPLACEMENT COST - SEE FORM

CA7492

COLLISION

75000

500 DED

REPLACEMENT COST - SEE FORM

CA7492

TOTAL VEHICLE PREMIUM

. \$ 119.00  
27.00  
INCLUDED  
64.00  
123.00  
351.00

VEH NO 3 TERR: 109

1989 PIERCE

FIRE ENG 2

FIRE DEPT

ID NO 1P9CT01D5KA040101

ADDITIONAL INFORMATION:

COST NEW: 167570 AGE: X RADIUS:

USE: NA

FIRE DEPT VEHICLE CLASS: 7909

COVERED AUTOS LIABILITY

AUTO MEDICAL PAYMENTS

UNINSURED MOTORISTS

COMPREHENSIVE

167570

500 DED

REPLACEMENT COST - SEE FORM

CA7492

COLLISION

167570

500 DED

REPLACEMENT COST - SEE FORM

CA7492

TOTAL VEHICLE PREMIUM

. \$ 119.00  
27.00  
INCLUDED  
84.00  
215.00  
463.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 4 TERR: 109  
1990 INT L 4900 PUBLIC ID NO 1HTSHDBR7LH235234.  
ADDITIONAL INFORMATION: WORKS DEPT  
COST NEW: 44000 AGE: X RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY \$. 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 45.00  
COLLISION ACV 500 DED . 70.00  
TOTAL VEHICLE PREMIUM \$. 330.00

VEH NO 5 TERR: 109  
1991 FORD LN8000 PUBLIC ID NO 1FDYR82A0MVA18774.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1871  
COST NEW: 130000 AGE: X RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY \$. 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 57.00  
COLLISION ACV 500 DED . 132.00  
TOTAL VEHICLE PREMIUM \$. 404.00

VEH NO 6 TERR: 109  
1991 FORD F37 WASTEWATER ID NO 1FDJF37H7MKA92066.  
ADDITIONAL INFORMATION:  
COST NEW: 19061 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 38.00  
COLLISION ACV 500 DED . 49.00  
TOTAL VEHICLE PREMIUM \$. 278.00

VEH NO 7 TERR: 109  
1993 GMC\CHEVY C34 PUBLIC ID NO 1GBHC34K7PE230272.  
ADDITIONAL INFORMATION: WORKS NO.1820  
COST NEW: 16299 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 38.00  
COLLISION ACV 500 DED . 49.00  
TOTAL VEHICLE PREMIUM \$. 278.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 8 TERR: 109  
1994 HONDA MOPED MARINA ID NO 3H1AF1600RD502433.  
ADDITIONAL INFORMATION:  
COST NEW: 4000 AGE: X RADIUS: USE: NA  
SPEC MOBILE EQUIPMENT CLASS: 7996  
COVERED AUTOS LIABILITY . \$ 132.00  
AUTO MEDICAL PAYMENTS 1,000 . 11.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 15.00  
COLLISION ACV 500 DED . 12.00  
TOTAL VEHICLE PREMIUM . \$ 188.00

VEH NO 9 TERR: 109  
1997 FORD F37 PUBLIC ID NO 1FDJF37H4VED03367.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1821  
COST NEW: 24079 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 41.00  
COLLISION ACV 500 DED . 52.00  
TOTAL VEHICLE PREMIUM . \$ 284.00

VEH NO 10 TERR: 109  
1999 FORD F-350 FIRE DEPT ID NO 1FTWW33F7XEB41025.  
ADDITIONAL INFORMATION:  
COST NEW: 31833 AGE: X RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY . \$ 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 23.00  
COLLISION ACV 500 DED . 24.00  
TOTAL VEHICLE PREMIUM . \$ 211.00

VEH NO 11 TERR: 109  
1999 FORD F350 PUBLIC ID NO 1FDWF36LXXEE02158.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1825  
COST NEW: 20630 AGE: X RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY . \$ 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 31.00  
COLLISION ACV 500 DED . 39.00  
TOTAL VEHICLE PREMIUM . \$ 268.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 12 TERR: 109  
1999 FORD F800 GARBAGE TK ID NO 3FENF80Z0XMA21396.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1875  
COST NEW: 36745 AGE: X RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY . \$ 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 37.00  
COLLISION ACV 500 DED . 50.00  
TOTAL VEHICLE PREMIUM . \$ 302.00

VEH NO 13 TERR: 109  
2000 ARCTIC CAT BEARCAT- WIDE TRACK ID NO 4VF00SNW5YT101322.  
ADDITIONAL INFORMATION: FIRE DEPARTMENT  
COST NEW: 10000 AGE: X RADIUS: USE: NA  
SNOWMOBILES CLASS: 7964  
COVERED AUTOS LIABILITY . \$ 100.00  
AUTO MEDICAL PAYMENTS . 50.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 100 DED . 200.00  
COLLISION ACV 100 DED . 200.00  
TOTAL VEHICLE PREMIUM . \$ 570.00

VEH NO 14 TERR: 109  
2000 FORD RANGER GREEN ID NO 1FTZR15V1YPB28886.  
ADDITIONAL INFORMATION: WATER DEPT  
COST NEW: 17435 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 100 DED . 49.00  
COLLISION ACV 100 DED . 55.00  
TOTAL VEHICLE PREMIUM . \$ 295.00

VEH NO 15 TERR: 109  
2001 CHEVROLET 1500 SILVERADO ID NO 1GCEK14T91Z291010.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1811  
COST NEW: 24000 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 41.00  
COLLISION ACV 500 DED . 52.00  
TOTAL VEHICLE PREMIUM . \$ 284.00

AS QUOTED ON: 11/06/19 (BPP)



# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 16 TERR: 109  
2001 GMC\CHEVY K34 PUBLIC ID NO 1GDJK34U11F202708.  
ADDITIONAL INFORMATION: WORKS DEPT NO 1827  
COST NEW: 30000 AGE: X RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY . \$ 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 37.00  
COLLISION ACV 500 DED . 50.00  
TOTAL VEHICLE PREMIUM . \$ 285.00

VEH NO 17 TERR: 109  
2002 FORD FOCUS STATION ID NO 1FAFP36322W311329.  
ADDITIONAL INFORMATION: WAGON  
COST NEW: 16525 AGE: X RADIUS: NA USE: NA  
PRIV PASSENGER - COMM CLASS: 7398  
COVERED AUTOS LIABILITY . \$ 204.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 43.00  
COLLISION ACV 500 DED . 53.00  
TOTAL VEHICLE PREMIUM . \$ 354.00

VEH NO 18 TERR: 109  
2002 GMC\CHEVY C7H064 SERIES ID NO 1GDT7H4CX2J503099.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1835  
COST NEW: 50515 AGE: X RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY . \$ 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 45.00  
COLLISION ACV 500 DED . 70.00  
TOTAL VEHICLE PREMIUM . \$ 330.00

VEH NO 19 TERR: 109  
2002 GMC\CHEVY C33 CAB PUBLIC ID NO 1GDJC33UX2F228546.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1826  
COST NEW: 28520 AGE: X RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY . \$ 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 37.00  
COLLISION ACV 500 DED . 50.00  
TOTAL VEHICLE PREMIUM . \$ 285.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 20 TERR: 109  
2003 FORD AMBULANCE FIRE DEPT ID NO 1FDSS34F43HB34319.  
ADDITIONAL INFORMATION:  
COST NEW: 120000 AGE: X RADIUS: USE: NA  
AMBULANCE CLASS: 7919  
COVERED AUTOS LIABILITY . \$ 231.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE 120000 500 DED . 82.00  
REPLACEMENT COST - SEE FORM CA7492 .  
COLLISION 120000 500 DED . 272.00  
REPLACEMENT COST - SEE FORM CA7492 .  
TOTAL VEHICLE PREMIUM . \$ 630.00

VEH NO 21 TERR: 109  
2003 PONTIAC VIBE PUBLIC ID NO 5Y2SM62863Z425063.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1803  
COST NEW: 23000 AGE: X RADIUS: NA USE: NA  
PRIV PASSENGER - COMM CLASS: 7398  
COVERED AUTOS LIABILITY . \$ 204.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 48.00  
COLLISION ACV 500 DED . 55.00  
TOTAL VEHICLE PREMIUM . \$ 361.00

VEH NO 22 TERR: 109  
2003 GMC\CHEVY C34 1 TON ID NO 1GBJC34U83E123311.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1823  
COST NEW: 25000 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 41.00  
COLLISION ACV 500 DED . 52.00  
TOTAL VEHICLE PREMIUM . \$ 284.00

VEH NO 23 TERR: 109  
2004 FREIGHTLIN M2 106 TRUCK ID NO 1FVACYAK14HM06827.  
ADDITIONAL INFORMATION:  
COST NEW: 250000 AGE: X RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY . \$ 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE 250000 500 DED . 106.00  
REPLACEMENT COST - SEE FORM CA7492 .  
COLLISION 250000 500 DED . 313.00  
REPLACEMENT COST - SEE FORM CA7492 .  
TOTAL VEHICLE PREMIUM . \$ 583.00

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VEH NO 24 TERR: 109  
2004 FORD RANGER WASTEWATER ID NO 1FTYR15E04PB51498.  
ADDITIONAL INFORMATION: DEPT  
COST NEW: 20610 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 41.00  
COLLISION ACV 500 DED . 52.00  
TOTAL VEHICLE PREMIUM \$. 284.00

VEH NO 25 TERR: 109  
2005 WESTERN STAR CHS CAB FIRE TRUCK ID NO 5KKHALDE65PU02097.  
ADDITIONAL INFORMATION:  
COST NEW: 325000 AGE: X RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY \$. 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE 325000 500 DED . 126.00  
REPLACEMENT COST - SEE FORM CA7492  
COLLISION 325000 500 DED . 402.00  
REPLACEMENT COST - SEE FORM CA7492  
TOTAL VEHICLE PREMIUM \$. 692.00

VEH NO 26 TERR: 109  
2007 STERLING L8500 PUBLIC ID NO 2FZAAWDC67AY10338.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1831  
COST NEW: 89000 AGE: X RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY \$. 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 49.00  
COLLISION ACV 500 DED . 96.00  
TOTAL VEHICLE PREMIUM \$. 360.00

VEH NO 27 TERR: 109  
2017 SALT TRK BOX REPLACEMNT MONROE TRK ID NO  
ADDITIONAL INFORMATION: EQU STERLING L8500  
COST NEW: 19819 AGE: 4 RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY \$. 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 54.00  
COLLISION ACV 500 DED . 87.00  
TOTAL VEHICLE PREMIUM \$. 356.00

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# CONDITIONAL



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VEH NO 28 TERR: 109  
2007 CHEVROLET 3500 CLASS 1-TON ID NO 1GBJC34K57E578153.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1828  
COST NEW: 33000 AGE: X RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY \$. 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 37.00  
COLLISION ACV 500 DED . 50.00  
TOTAL VEHICLE PREMIUM \$. 285.00

VEH NO 29 TERR: 109  
2008 FORD F250SD WATER DEPT ID NO 1FDNF21518EB67939.  
ADDITIONAL INFORMATION: PICKUP  
COST NEW: 25365 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 50.00  
COLLISION ACV 500 DED . 66.00  
TOTAL VEHICLE PREMIUM \$. 307.00

VEH NO 30 TERR: 109  
2009 FORD E450SD FIRE DEPT ID NO 1FDXE45P09DA14026.  
ADDITIONAL INFORMATION: AMBULANCE  
COST NEW: 99010 AGE: X RADIUS: USE: NA  
AMBULANCE CLASS: 7919  
COVERED AUTOS LIABILITY \$. 231.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE 99010 500 DED . 76.00  
REPLACEMENT COST - SEE FORM CA7492  
COLLISION 99010 500 DED . 230.00  
REPLACEMENT COST - SEE FORM CA7492  
TOTAL VEHICLE PREMIUM \$. 582.00

VEH NO 31 TERR: 109  
2010 DODGE DAKOTA CREW CAB ID NO 1D7CW3GP7AS221316.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1807  
COST NEW: 29275 AGE: F RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 65.00  
COLLISION ACV 500 DED . 83.00  
TOTAL VEHICLE PREMIUM \$. 339.00

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# CONDITIONAL



EMCASCO INSURANCE COMPANY  
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VEH NO 32 TERR: 109  
2011 CHEVROLET TRUCK FIRE DEPT ID NO 1GNSKSAE07BR13549.  
ADDITIONAL INFORMATION:  
COST NEW: 35830 AGE: E RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY \$. 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 32.00  
COLLISION ACV 500 DED . 33.00  
TOTAL VEHICLE PREMIUM \$. 229.00

VEH NO 33 TERR: 109  
2011 GMC\CHEVY C3500 PUBLIC ID NO 1GB3CZCG8BF140304.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1824  
COST NEW: 32248 AGE: E RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY \$. 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 52.00  
COLLISION ACV 500 DED . 68.00  
TOTAL VEHICLE PREMIUM \$. 318.00

VEH NO 34 TERR: 109  
2011 FORD FUSION PUBLIC ID NO 3FAHP0GA8BR239656.  
ADDITIONAL INFORMATION: WORKS DEPT NO.1808  
COST NEW: 19695 AGE: E RADIUS: NA USE: NA  
PRIV PASSENGER - COMM CLASS: 7398  
COVERED AUTOS LIABILITY \$. 204.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 57.00  
COLLISION ACV 500 DED . 76.00  
TOTAL VEHICLE PREMIUM \$. 391.00

VEH NO 35 TERR: 109  
2011 CHEVROLET TRAVERSE 1LT RED ID NO 1GNKVGED8BJ316653.  
ADDITIONAL INFORMATION: FIRE DEPT.  
COST NEW: 33865 AGE: E RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY \$. 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 32.00  
COLLISION ACV 500 DED . 33.00  
TOTAL VEHICLE PREMIUM \$. 229.00

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VEH NO 36 TERR: 109  
2011 FORD F-250 WASTEWATER ID NO 1FTBF2B68BEC71642.  
ADDITIONAL INFORMATION: DEPT PICKUP  
COST NEW: 30995 AGE: E RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 70.00  
COLLISION ACV 500 DED . 91.00  
TOTAL VEHICLE PREMIUM . \$ 352.00

VEH NO 37 TERR: 109  
2012 FREIGHTLIN M2 106 DUMP TRUCK ID NO 1FVHCYBS8CDBK7851.  
ADDITIONAL INFORMATION: PUBLIC WORKS DEPT NO.1836  
COST NEW: 100623 AGE: D RADIUS: LOCAL USE: NA  
EX-HEAVY TRUCK CLASS: 40499  
COVERED AUTOS LIABILITY . \$ 344.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 107.00  
COLLISION ACV 500 DED . 221.00  
TOTAL VEHICLE PREMIUM . \$ 717.00

VEH NO 38 TERR: 109  
2011 SUTPHEN AERIAL FIRE TRUCK ID NO 1S9A3JNE2B1003119.  
ADDITIONAL INFORMATION:  
COST NEW: 986000 AGE: E RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY . \$ 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE 986000 500 DED . 299.00  
REPLACEMENT COST - SEE FORM CA7492  
COLLISION 986000 500 DED . 1,185.00  
REPLACEMENT COST - SEE FORM CA7492  
TOTAL VEHICLE PREMIUM . \$ 1,648.00

VEH NO 39 TERR: 109  
2012 FREIGHTLIN M2 106 WASTEWATER ID NO 1FVHC3BS6CHBM6541.  
ADDITIONAL INFORMATION: DEPT  
COST NEW: 330200 AGE: D RADIUS: LOCAL USE: NA  
EX-HEAVY TRUCK CLASS: 40499  
COVERED AUTOS LIABILITY . \$ 344.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 204.00  
COLLISION ACV 500 DED . 665.00  
TOTAL VEHICLE PREMIUM . \$ 1,258.00

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VEH NO 40 TERR: 109  
2012 FORD F-250 PLOW WASTE ID NO 1FT7X2B67CEC68963.  
ADDITIONAL INFORMATION: WATER DETP  
COST NEW: 33940 AGE: D RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 75.00  
COLLISION ACV 500 DED . 99.00  
TOTAL VEHICLE PREMIUM . \$ 365.00

VEH NO 41 TERR: 109  
2005 JEEP LIBERTY 4X POLICE ID NO 1J4GL48K45W501944.  
ADDITIONAL INFORMATION: DEPT  
COST NEW: 20700 AGE: X RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY . \$ 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 49.00  
COLLISION ACV 500 DED . 49.00  
TOTAL VEHICLE PREMIUM . \$ 328.00

VEH NO 42 TERR: 109  
1997 DODGE 2500 PICKUP ID NO 1B7KF26W7VJ551400.  
ADDITIONAL INFORMATION:  
COST NEW: 21855 AGE: X RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 41.00  
COLLISION ACV 500 DED . 52.00  
TOTAL VEHICLE PREMIUM . \$ 284.00

VEH NO 43 TERR: 109  
2006 BUICK LUCERNE RED ID NO 1G4HP57276U217822.  
ADDITIONAL INFORMATION:  
COST NEW: 26265 AGE: X RADIUS: USE: NA  
LAW ENFORCE PRIV PASS CLASS: 7911  
COVERED AUTOS LIABILITY . \$ 234.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 48.00  
COLLISION ACV 500 DED . 58.00  
TOTAL VEHICLE PREMIUM . \$ 394.00

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VEH NO 44 TERR: 109  
2011 CHEVROLET TAHOE 1500 RED ID NO 1GNSKAE07BR135497.  
ADDITIONAL INFORMATION:  
COST NEW: 41630 AGE: E RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY \$. 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 39.00  
COLLISION ACV 500 DED . 47.00  
TOTAL VEHICLE PREMIUM \$. 250.00

VEH NO 45 TERR: 109  
2013 GMC\CHEVY G4500 ULTRAMEDIC ID NO 1GB6G5CL3D1174299.  
ADDITIONAL INFORMATION: AMBULANCE BODY  
COST NEW: 167217 AGE: C RADIUS: USE: NA  
AMBULANCE CLASS: 7919  
COVERED AUTOS LIABILITY \$. 231.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 69.00  
COLLISION ACV 500 DED . 228.00  
TOTAL VEHICLE PREMIUM \$. 573.00

VEH NO 46 TERR: 109  
2015 FORD EXPLORER WHITE ID NO 1FM5K8AR4FGA04219.  
ADDITIONAL INFORMATION:  
COST NEW: 32600 AGE: A RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY \$. 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 96.00  
COLLISION ACV 500 DED . 125.00  
TOTAL VEHICLE PREMIUM \$. 451.00

VEH NO 47 TERR: 109  
2015 FREIGHTLIN 108SD TANDEM ID NO 1FVHG5CY3FHGK6754.  
ADDITIONAL INFORMATION:  
COST NEW: 91010 AGE: A RADIUS: LOCAL USE: COMMERCIAL  
HEAVY TRUCK CLASS: 33499  
COVERED AUTOS LIABILITY \$. 225.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 89.00  
COLLISION ACV 500 DED . 219.00  
TOTAL VEHICLE PREMIUM \$. 578.00

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VEH NO 48 TERR: 109  
2015 FREIGHTLIN 108SD TANDEM ID NO 1FVHG5CY5FHGK6755.  
ADDITIONAL INFORMATION:  
COST NEW: 91010 AGE: A RADIUS: LOCAL USE: COMMERCIAL .  
HEAVY TRUCK CLASS: 33499  
COVERED AUTOS LIABILITY . \$ 225.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 89.00  
COLLISION ACV 500 DED . 219.00  
TOTAL VEHICLE PREMIUM . \$ 578.00

VEH NO 49 TERR: 109  
2015 BRAVO TRAILER WHITE ID NO 542BC1620FB010303.  
ADDITIONAL INFORMATION: TRUCK 2001  
COST NEW: 4000 AGE: A RADIUS: LOCAL USE: NA .  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY . \$ 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 14.00  
COLLISION ACV 500 DED . 16.00  
TOTAL VEHICLE PREMIUM . \$ 48.00

VEH NO 50 TERR: 109  
2015 DODGE RAM TRUCK ID NO 1C6RR7XT2FS752955.  
ADDITIONAL INFORMATION:  
COST NEW: 26837 AGE: A RADIUS: USE: NA .  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY . \$ 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 96.00  
COLLISION ACV 500 DED . 125.00  
TOTAL VEHICLE PREMIUM . \$ 451.00

VEH NO 51 TERR: 109  
2016 FORD F250 TRUCK ID NO 1FTBF2B64GEB42935.  
ADDITIONAL INFORMATION:  
COST NEW: 31919 AGE: 5 RADIUS: LOCAL USE: SERVICE .  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 90.00  
COLLISION ACV 500 DED . 149.00  
TOTAL VEHICLE PREMIUM . \$ 430.00

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VEH NO 52 TERR: 109  
2001 WORKHORSE WP30542 ID NO 5B4KP42R413335775.  
ADDITIONAL INFORMATION:  
COST NEW: 18519 AGE: X RADIUS: LOCAL USE: NA  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY \$. 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 17.00  
COLLISION ACV 500 DED . 22.00  
TOTAL VEHICLE PREMIUM \$. 57.00

VEH NO 53 TERR: 109  
2016 DODGE RAM ID NO 3C6LR5AT9GG73186  
ADDITIONAL INFORMATION: TRUCK  
COST NEW: 31397 AGE: 5 RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 90.00  
COLLISION ACV 500 DED . 149.00  
TOTAL VEHICLE PREMIUM \$. 430.00

VEH NO 54 TERR: 109  
2001 FORD BUCKET TRK WHITE ID NO 3FDX75R51MA19859  
ADDITIONAL INFORMATION:  
COST NEW: 68500 AGE: X RADIUS: LOCAL USE: COMMERCIAL  
HEAVY TRUCK CLASS: 33499  
COVERED AUTOS LIABILITY \$. 225.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 55.00  
COLLISION ACV 500 DED . 108.00  
TOTAL VEHICLE PREMIUM \$. 433.00

VEH NO 55 TERR: 109  
2010 FORD CROWN VICT BLUE ID NO 2FABP7BV6AX131691.  
ADDITIONAL INFORMATION:  
COST NEW: 27260 AGE: F RADIUS: USE: NA  
LAW ENFORCE PRIV PASS CLASS: 7911  
COVERED AUTOS LIABILITY \$. 234.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 59.00  
COLLISION ACV 500 DED . 75.00  
TOTAL VEHICLE PREMIUM \$. 422.00

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VEH NO 56 TERR: 109  
2017 FORD EXPLORER DK BLUE/ ID NO 1FM5K8ARXHGD25653.  
ADDITIONAL INFORMATION: WHITE  
COST NEW: 33310 AGE: 4 RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY \$. 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 114.00  
COLLISION ACV 500 DED . 149.00  
TOTAL VEHICLE PREMIUM \$. 493.00

VEH NO 57 TERR: 109  
2017 FORD EXPLORER DK BLUE/ ID NO 1FM5K8AR1HGD25654.  
ADDITIONAL INFORMATION: WHITE K9  
COST NEW: 33310 AGE: 4 RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY \$. 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 114.00  
COLLISION ACV 500 DED . 149.00  
TOTAL VEHICLE PREMIUM \$. 493.00

VEH NO 58 TERR: 109  
2018 DODGE RAM 1500 WHITE ID NO 1C6RR7FG9JS169845.  
ADDITIONAL INFORMATION:  
COST NEW: 34495 AGE: 3 RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 100.00  
COLLISION ACV 500 DED . 165.00  
TOTAL VEHICLE PREMIUM \$. 456.00

VEH NO 59 TERR: 109  
1972 PRTYP SEMI TRLR (PW 66B) ID NO NX000H  
ADDITIONAL INFORMATION:  
COST NEW: 2500 AGE: X RADIUS: LOCAL USE: NA  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY \$. 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 9.00  
COLLISION ACV 500 DED . 8.00  
TOTAL VEHICLE PREMIUM \$. 35.00

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EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 60 TERR: 109  
1995 TIMBOW TRAILER ID NO 48FCE2022R1000534.  
ADDITIONAL INFORMATION:  
COST NEW: 6000 AGE: X RADIUS: LOCAL USE: NA  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY . \$ 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 11.00  
COLLISION ACV 500 DED . 9.00  
TOTAL VEHICLE PREMIUM . \$ 38.00

VEH NO 61 TERR: 109  
1998 DYNAWELD SEMI TRLR 70XHD ID NO 4U181DHXXW1X36258.  
ADDITIONAL INFORMATION:  
COST NEW: 5000 AGE: X RADIUS: LOCAL USE: NA  
SEMI-TRAILER CLASS: 67499  
COVERED AUTOS LIABILITY . \$ 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 18.00  
COLLISION ACV 500 DED . 14.00  
TOTAL VEHICLE PREMIUM . \$ 50.00

VEH NO 62 TERR: 109  
2005 DURACO IND TRAILER ID NO 14044  
ADDITIONAL INFORMATION: DURAPATCHER 125DJT  
COST NEW: 6000 AGE: X RADIUS: LOCAL USE: NA  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY . \$ 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 11.00  
COLLISION ACV 500 DED . 9.00  
TOTAL VEHICLE PREMIUM . \$ 38.00

VEH NO 63 TERR: 109  
2005 STEPP SMT-1000 MINI-TANK ID NO SMT1001E69  
ADDITIONAL INFORMATION: TRAILER  
COST NEW: 6000 AGE: X RADIUS: LOCAL USE: NA  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY . \$ 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 11.00  
COLLISION ACV 500 DED . 9.00  
TOTAL VEHICLE PREMIUM . \$ 38.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 64 TERR: 109  
2011 TOWMASTER TRAILER ID NO 4KNTT1622BL160859.  
ADDITIONAL INFORMATION:  
COST NEW: 7440 AGE: E RADIUS: LOCAL USE: NA  
TRAILER CLASS: 68499  
COVERED AUTOS LIABILITY \$. 15.00  
AUTO MEDICAL PAYMENTS . 3.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 18.00  
COLLISION ACV 500 DED . 14.00  
TOTAL VEHICLE PREMIUM \$. 50.00

VEH NO 65 TERR: 109  
2017 FORD TRANSIT ID NO 1FTYR2XM3HMKB3527.  
ADDITIONAL INFORMATION: TRANSIT T CARGO VAN  
COST NEW: 36230 AGE: 4 RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY \$. 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 95.00  
COLLISION ACV 500 DED . 157.00  
TOTAL VEHICLE PREMIUM \$. 443.00

VEH NO 66 TERR: 109  
2000 GMC 3500 ID NO 1GTHC33FXYP436133.  
ADDITIONAL INFORMATION:  
COST NEW: 27665 AGE: X RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY \$. 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 37.00  
COLLISION ACV 500 DED . 50.00  
TOTAL VEHICLE PREMIUM \$. 285.00

VEH NO 67 TERR: 109  
2002 INT L 9900 ID NO 3HSCHAXR02N037955.  
ADDITIONAL INFORMATION:  
COST NEW: 98771 AGE: X RADIUS: LOCAL USE: NA  
EX-HEAVY TRUCK CLASS: 40499  
COVERED AUTOS LIABILITY \$. 344.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 71.00  
COLLISION ACV 500 DED . 145.00  
TOTAL VEHICLE PREMIUM \$. 605.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 68 TERR: 109  
1991 INT L 4900 ID NO 1HTSJNR1MH347255  
ADDITIONAL INFORMATION:  
COST NEW: 35208 AGE: X RADIUS: LOCAL USE: COMMERCIAL  
HEAVY TRUCK CLASS: 33499  
COVERED AUTOS LIABILITY \$. 225.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 42.00  
COLLISION ACV 500 DED . 56.00  
TOTAL VEHICLE PREMIUM \$. 368.00

VEH NO 69 TERR: 109  
1997 FORD E40 ID NO 1FDLE40F5VHA27855  
ADDITIONAL INFORMATION: ROAD RESCUE FIRE DEPT  
COST NEW: 20775 AGE: X RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY \$. 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 19.00  
COLLISION ACV 500 DED . 19.00  
TOTAL VEHICLE PREMIUM \$. 202.00

VEH NO 70 TERR: 109  
2018 FORD EXPLORER ID NO 1FM5K8AR2JGC17517  
ADDITIONAL INFORMATION:  
COST NEW: 34140 AGE: 3 RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY \$. 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 119.00  
COLLISION ACV 500 DED . 157.00  
TOTAL VEHICLE PREMIUM \$. 506.00

VEH NO 71 TERR: 109  
2018 FORD F550 ID NO 1FDUF5HT2JEC48780  
ADDITIONAL INFORMATION: ROAD RESCUE ULTRAMEDIC  
COST NEW: 45525 AGE: 3 RADIUS: USE: NA  
FIRE DEPT VEHICLE CLASS: 7909  
COVERED AUTOS LIABILITY \$. 119.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 55.00  
COLLISION ACV 500 DED . 86.00  
TOTAL VEHICLE PREMIUM \$. 305.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 72 TERR: 109  
2009 FORD CROWN VICT ID NO 2FAHP71V69X129804.  
ADDITIONAL INFORMATION:  
COST NEW: 26560 AGE: X RADIUS: USE: NA  
LAW ENFORCE PRIV PASS CLASS: 7911  
COVERED AUTOS LIABILITY . \$ 234.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 48.00  
COLLISION ACV 500 DED . 58.00  
TOTAL VEHICLE PREMIUM . \$ 394.00

VEH NO 73 TERR: 109  
1985 FORD F600 ID NO 1FDNF60H7FVA72513.  
ADDITIONAL INFORMATION:  
COST NEW: 15455 AGE: X RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY . \$ 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 29.00  
COLLISION ACV 500 DED . 37.00  
TOTAL VEHICLE PREMIUM . \$ 264.00

VEH NO 74 TERR: 109  
2019 DODGE RAM 1500 C ID NO 1C6RR7FG3KS556490.  
ADDITIONAL INFORMATION:  
COST NEW: 34795 AGE: 2 RADIUS: LOCAL USE: SERVICE  
LIGHT TRUCK CLASS: 01499  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 100.00  
COLLISION ACV 500 DED . 165.00  
TOTAL VEHICLE PREMIUM . \$ 456.00

VEH NO 75 TERR: 109  
2010 BUICK ENCLAVE ID NO 5GALVBED2AJ163283.  
ADDITIONAL INFORMATION:  
COST NEW: 40330 AGE: F RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY . \$ 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 93.00  
COLLISION ACV 500 DED . 110.00  
TOTAL VEHICLE PREMIUM . \$ 433.00

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 76 TERR: 109  
2010 DODGE GRAND CARA ID NO 2D4RN5DX2AR397279.  
ADDITIONAL INFORMATION:  
COST NEW: 26480 AGE: F RADIUS: USE: NA  
LAW ENFORCEMENT VEH CLASS: 7912  
COVERED AUTOS LIABILITY . \$ 185.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 78.00  
COLLISION ACV 500 DED . 78.00  
TOTAL VEHICLE PREMIUM . \$ 386.00

VEH NO 77 TERR: 109  
2019 WESTERN STAR CHASSIS ID NO 5KKA AVFE0KPKU9263.  
ADDITIONAL INFORMATION:  
COST NEW: 138520 AGE: 2 RADIUS: LOCAL USE: SERVICE  
HEAVY TRUCK CLASS: 31499  
COVERED AUTOS LIABILITY . \$ 170.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 117.00  
COLLISION ACV 500 DED . 351.00  
TOTAL VEHICLE PREMIUM . \$ 683.00

VEH NO 78 TERR: 109  
2019 FORD SUPER DUTY ID NO 1FTRF3B6XKED68698.  
ADDITIONAL INFORMATION:  
COST NEW: 37120 AGE: 2 RADIUS: LOCAL USE: SERVICE  
MEDIUM TRUCK CLASS: 21499  
COVERED AUTOS LIABILITY . \$ 153.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 75.00  
COLLISION ACV 500 DED . 124.00  
TOTAL VEHICLE PREMIUM . \$ 397.00

VEH NO 79 TERR: 109  
2019 WESTERN ST 4700SB ID NO 5KKHAXFEXKLKV8747.  
ADDITIONAL INFORMATION:  
COST NEW: 137875 AGE: 2 RADIUS: LOCAL USE: NA  
EX-HEAVY TRUCK CLASS: 40499  
COVERED AUTOS LIABILITY . \$ 344.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS INCLUDED  
COMPREHENSIVE ACV 500 DED . 164.00  
COLLISION ACV 500 DED . 489.00  
TOTAL VEHICLE PREMIUM . \$ 1,042.00

AS QUOTED ON: 11/06/19 (BPP)



# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 80 TERR: 109  
2019 DODGE RAM 1500 C ID NO 1c6rr7fg0ks635423.  
ADDITIONAL INFORMATION: WATER UTILITY TRK #9  
COST NEW: 34795 AGE: 2 RADIUS: LOCAL USE: SERVICE .  
LIGHT TRUCK CLASS: 01499 .  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 100.00  
COLLISION ACV 500 DED . 165.00  
TOTAL VEHICLE PREMIUM . \$ 456.00

VEH NO 81 TERR: 109  
2019 DODGE RAM 1500 C ID NO 3C6JR7DGXKG572340.  
ADDITIONAL INFORMATION: PW SHOP TRK #1811  
COST NEW: 31995 AGE: 2 RADIUS: LOCAL USE: SERVICE .  
LIGHT TRUCK CLASS: 01499 .  
COVERED AUTOS LIABILITY . \$ 146.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 100.00  
COLLISION ACV 500 DED . 165.00  
TOTAL VEHICLE PREMIUM . \$ 456.00

VEH NO 82 TERR: 109  
2020 CHEVROLET EQUINOX ID NO 2GNAXSEV7L6141554.  
ADDITIONAL INFORMATION:  
COST NEW: 27900 AGE: 1 RADIUS: LOCAL USE: SERVICE .  
LIGHT TRUCK CLASS: 01499 .  
COVERED AUTOS LIABILITY . \$ 151.00  
AUTO MEDICAL PAYMENTS . 27.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 100.00  
COLLISION ACV 500 DED . 165.00  
TOTAL VEHICLE PREMIUM . \$ 481.00

## SPECIAL INTEREST:

01 - LESSOR - ADDITIONAL INSURED/LOSS PAYEE

AS QUOTED ON: 11/06/19 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER E142220-06  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

VEH NO 83 TERR: 109  
2019 DODGE GRAND CARA ID NO 2C4RDGB5KR781184  
ADDITIONAL INFORMATION:  
COST NEW: 34495 AGE: 2 RADIUS: NA USE: NA  
PRIV PASSENGER - COMM CLASS: 7398  
COVERED AUTOS LIABILITY . \$ 204.00  
AUTO MEDICAL PAYMENTS . 20.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 500 DED . 120.00  
COLLISION ACV 500 DED . 158.00  
TOTAL VEHICLE PREMIUM . \$ 567.00

PREMIUM SUMMARY

COVERED AUTOS LIABILITY . \$ 13,137.00  
AUTO MEDICAL PAYMENTS . 2,007.00  
UNINSURED MOTORISTS . 1,464.00  
UNDERINSURED MOTORISTS . 51.00  
COMPREHENSIVE . 5,582.00  
COLLISION . 10,546.00  
TOTAL . \$ 32,787.00

SPECIAL INTERESTS

LESSOR - ADDITIONAL INSURED/LOSS PAYEE:

01 ENTERPRISE FM TRUST  
RE:LEASED AND/OR RENTED  
VEHICLES  
PO BOX 16805  
SAINT LOUIS, MO 63105-1405  
REFERENCE #

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL

EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER E142220-06  
EXP DATE: 01/01/21

## COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

### ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

| COVERED AUTOS LIABILITY INSURANCE - RATING BASIS,<br>FOR AUTOS NOT USED IN YOUR MOTOR |                        |        |         |    |         |
|---------------------------------------------------------------------------------------|------------------------|--------|---------|----|---------|
| CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)                              |                        |        |         |    |         |
| STATE                                                                                 | ESTIMATED COST OF HIRE |        | RATE    |    | PREMIUM |
| EXCESS                                                                                | WI                     | IF ANY | 100     | \$ | 174.00  |
| AUTO MEDICAL PAYMENTS                                                                 |                        |        |         |    |         |
| STATE                                                                                 | LIMIT OF INSURANCE     |        |         |    | PREMIUM |
| WI                                                                                    | \$                     |        | 1,000   | \$ | 5.00    |
| UNINSURED MOTORIST                                                                    |                        |        |         |    |         |
| STATE                                                                                 | ESTIMATED COST OF HIRE |        | RATE    |    | PREMIUM |
| WI                                                                                    | IF ANY                 |        | 0.050 / | \$ | 5.00    |

FOR 'AUTOS' NOT USED IN YOUR MOTOR CARRIER OPERATIONS, COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR 'EMPLOYEES' OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

TOTAL PREMIUM \$ 184.00

### ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

| OTHER THAN A SOCIAL SERVICE AGENCY        |                     |           |    |      | PREMIUM |
|-------------------------------------------|---------------------|-----------|----|------|---------|
| MEDICAL PAYMENTS                          | NUMBER OF EMPLOYEES | 101 - 500 | \$ |      | 600.00  |
|                                           | LIMIT OF INSURANCE  | \$        |    | 2.00 |         |
| \$ 1,000                                  |                     |           |    |      |         |
| UNINSURED MOTORISTS                       | NUMBER OF EMPLOYEES | 101 - 500 | \$ |      | 82.00   |
| TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM |                     |           |    |      | 684.00  |

AS QUOTED ON: 11/06/19 (BPP)



# CONDITIONAL

EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

EFF DATE: 01/01/20

QUOTE NUMBER E142220-06  
EXP DATE: 01/01/21

## ENDORSEMENT PREMIUM DETAIL

| ENDORSEMENTS                            | CLASS |    | PREMIUM |
|-----------------------------------------|-------|----|---------|
| POLLUTION LIABILITY                     | 8574  | \$ | 250.00  |
| Auto Elite Extension Muni &/Or Vol Fire | 8580  | \$ | 750.00  |

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AS QUOTED ON: 11/06/19 (BPP)

Prepared for: CITY OF ASHLAND

# CONDITIONAL

EMCASCO INSURANCE COMPANY

QUOTE NUMBER: H142220-02

## Q U O T A T I O N WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

QUOTATION IS VALID: FROM 11/06/19 TO 01/01/20  
PROPOSED POLICY PERIOD: FROM 01/01/20 TO 01/01/21

|                           |                              |
|---------------------------|------------------------------|
| P R E P A R E D   F O R : | P R E S E N T E D   B Y :    |
| CITY OF ASHLAND           | GREAT LAKES INSURANCE AGENCY |
| 601 MAIN ST W             | 124 MAIN ST W                |
| ASHLAND WI 54806-1537     | ASHLAND WI 54806-1636        |

DIRECT BILL  
INSURED IS: MUNICIPALITY  
BUS DESC: MUNICIPALITY  
INTRASTATE ID: 050440007  
FED. EMPLOYER'S ID: 396005387  
SIC CODE: 9011

AGENT: BD 8190  
AGENT PHONE: (715) 682-2086

THE PROPOSED POLICY PROVIDES WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY  
COVERAGE AS REQUIRED BY GOVERNING LAWS FOR THE FOLLOWING STATES: WI  
OTHER STATES INS: PART THREE OF THE PROPOSED POLICY APPLIES TO ALL STATES  
EXCEPT ME, ND, OH, WA, WY AND STATES DESIGNATED ABOVE.

EMPLOYERS' LIABILITY LIMITS:

|                           |    |         |               |
|---------------------------|----|---------|---------------|
| BODILY INJURY BY ACCIDENT | \$ | 500,000 | EACH ACCIDENT |
| BODILY INJURY BY DISEASE  | \$ | 500,000 | EACH EMPLOYEE |
| BODILY INJURY BY DISEASE  | \$ | 500,000 | POLICY LIMIT  |

SEE CLASSIFICATION OF OPERATIONS SCHEDULE ATTACHED

|                                          |     |            |
|------------------------------------------|-----|------------|
| PREMIUM SUBTOTAL - SEE SCHEDULE ATTACHED | .\$ | 191,183.00 |
| LESS: ESTIMATED PREMIUM DISCOUNT         | .\$ | -16,325.00 |
| EXPENSE CONSTANT                         | .\$ | 220.00     |

|                        |                          |     |            |
|------------------------|--------------------------|-----|------------|
| MINIMUM PREMIUM \$ 975 | ESTIMATED POLICY PREMIUM | .\$ | 175,078.00 |
| WISCONSIN              |                          |     |            |

|                                |     |            |
|--------------------------------|-----|------------|
| TOTAL ESTIMATED POLICY PREMIUM | .\$ | 175,078.00 |
|--------------------------------|-----|------------|

INTERIM ADJUSTMENTS WILL BE MADE: ANNUALLY

ISSUED FROM: EMC INSURANCE CO, PO BOX 327, BROOKFIELD, WI 53008

AS QUOTED ON: 11/06/19 (BPP)

**CONDITIONAL**

EMCASCO INSURANCE COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: H142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This endorsement does not grant any coverage or change the terms and conditions of any coverage under the policy.

D I S C L O S U R E   P U R S U A N T   T O  
T E R R O R I S M   R I S K   I N S U R A N C E   A C T

S C H E D U L E

Terrorism Premium (Certified Acts)

- |                                            |           |
|--------------------------------------------|-----------|
| A. Premium through end of year 12/31/20    | \$1190.00 |
| B. Premium beyond the date specified above | \$3.00    |
- (Refer to paragraph D. below)

A. DISCLOSURE OF PREMIUM:

In accordance with the Federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. As defined in section 102(1) of the Act: the term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion. The portion of your premium attributable to such coverage is shown in the schedule of this endorsement or in the policy declarations.

- B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES: The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES: If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

AS QUOTED ON: 11/06/19

CONDITIONAL



EMCASCO INSURANCE COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: H142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

DISCLOSURE PURSUANT TO  
TERRORISM RISK INSURANCE ACT

D. PREMIUM BEYOND THE YEAR SPECIFIED IN THE SCHEDULE ABOVE:  
The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the schedule shall be attributable to coverage for terrorism acts certified under the act. If the Federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) of the schedule shall be attributable to that coverage for terrorism.

THE FOLLOWING STATEMENT IS REQUIRED TO BE PART OF THE DISCLOSURE NOTICE IN MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.  
Read your policy and endorsements carefully.

AS QUOTED ON: 11/06/19

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF  
INTRASTATE ID: 050440007

QUOTE NUMBER: H142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

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W I S C O N S I N

STATE EMPL ID.: INTRASTATE ID.: 050440007 OTHER ID.:

( 001 ) 601 MAIN ST W  
ASHLAND, WI. 54806-1537  
NUMBER OF EMPLOYEES:  
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 31  
FULL TIME: 31 PART TIME: 0  
SIC: 9011 NAICS:921190

( 002 ) 502 MAIN ST W  
ASHLAND, WI. 54806-1554  
NUMBER OF EMPLOYEES:  
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 9  
FULL TIME: 7 PART TIME: 2  
SIC: 9011 NAICS:921190

( 003 ) 2020 6TH ST E  
ASHLAND, WI. 54806-2281  
NUMBER OF EMPLOYEES:  
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 23  
FULL TIME: 23 PART TIME: 0  
SIC: 9011 NAICS:921190

( 004 ) 215 6TH ST E  
ASHLAND, WI. 54806-3201  
NUMBER OF EMPLOYEES:  
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 27  
FULL TIME: 27 PART TIME: 0  
SIC: 9011 NAICS:921190

( 005 ) 400 4TH AVE W  
ASHLAND, WI. 54806-1565  
NUMBER OF EMPLOYEES:  
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 3  
FULL TIME: 3 PART TIME: 0  
SIC: 9011 NAICS:921190

| CLASSIFICATION PHRASEOLOGY     | .CODE . | ESTIMATED .    | RATES .      | ESTIMATED    |
|--------------------------------|---------|----------------|--------------|--------------|
|                                | . NO. . | ANNUAL .       | PER \$100    | ANNUAL       |
|                                | . .     | .REMUNERATION. | REMUNERATION | PREMIUM      |
| CLERICAL OFFICE EMPLOYEES NOC  | .8810 . | 1,023,569.     | 0.19 .       | \$ 1,945.00  |
| WATERWORKS OPERATION & DRIVERS | .7520 . | 273,028.       | 3.76 .       | \$ 10,266.00 |
| CIVIL DEFENSE WORKERS AND      | .7710 . | 129,588.       | 4.11 .       | \$ 5,326.00  |
| VOLUNTEER RESCUE SQUADS -      | . .     | . .            | . .          |              |
| INCLUDING MEMBERS SERVING AS   | . .     | . .            | . .          |              |
| AUXILIARY POLICE OFFICERS AT   | . .     | . .            | . .          |              |
| EMERGENCIES                    | . .     | . .            | . .          |              |
| POLICE OFFICERS & DRIVERS      | .7720 . | 1,308,165.     | 2.85 .       | \$ 37,283.00 |

ISSUED FROM: BROOKFIELD, WI

AS QUOTED ON: 11/06/19 (BPP)



# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER: H142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

|                                                     |       |            |      |     |           |
|-----------------------------------------------------|-------|------------|------|-----|-----------|
| MUNICIPAL OPERATIONS - CITY                         | .9412 | 1,459,748. | 3.78 | .\$ | 55,178.00 |
| FIREFIGHTERS & D                                    | .7704 | 1,465,642. | 3.73 | .\$ | 54,668.00 |
| AVIATION - ALL OTHER EMPLOYEES<br>& DRIVERS         | .7403 | 98,524.    | 7.43 | .\$ | 7,320.00  |
| PUBLIC LIBRARY OR MUSEUM:<br>PROFESSIONAL EMPLOYEES | .8810 | 205,812.   | 0.19 | .\$ | 391.00    |
| EMPLOYERS LIABILITY                                 | .9807 | .          | .    | .\$ | 1,379.00  |
| PREMIUM FOR INCR LIMITS PART TWO.                   | .     | .          | .    | .   | .         |

|                                                           |     |            |
|-----------------------------------------------------------|-----|------------|
| SUBJECT PREMIUM                                           | .\$ | 173,756.00 |
| MODIFIED PREMIUM - EXP. MOD. APPLIED<br>(1.090)           | .\$ | 189,394.00 |
| STATE TOTAL ESTIMATED STANDARD PREMIUM                    | .\$ | 189,394.00 |
| CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT              | .\$ | -16,325.00 |
| Terrorism - Code 9740 (RATE .02)                          | .\$ | 1193.00    |
| Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .01) | .\$ | 596.00     |
| STATE TOTAL PREMIUM                                       | .\$ | 174,858.00 |
| ESTIMATED POLICY PREMIUM                                  | .\$ | 174,858.00 |
| EXPENSE CONSTANT                                          | .\$ | 220.00     |
| TOTAL ESTIMATED POLICY PREMIUM                            | .\$ | 175,078.00 |

ISSUED FROM: BROOKFIELD, WI

AS QUOTED ON: 11/06/19 (BPP)

# CONDITIONAL



EMCASCO INSURANCE COMPANY  
ASHLAND CITY OF

QUOTE NUMBER: H142220-02  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

WC000406A

## P R E M I U M      D I S C O U N T      E N D O R S E M E N T \*\*\*\*\*

THE PREMIUM FOR THIS POLICY AND THE POLICIES, IF ANY, LISTED IN ITEM 3 OF THE SCHEDULE MAY BE ELIGIBLE FOR A DISCOUNT. THIS ENDORSEMENT SHOWS YOUR ESTIMATED DISCOUNT IN ITEMS 1 OR 2 OF THE SCHEDULE. THE FINAL CALCULATION OF PREMIUM DISCOUNT WILL BE DETERMINED BY OUR MANUALS AND YOUR PREMIUM BASIS AS DETERMINED BY AUDIT. PREMIUM SUBJECT TO RETROSPECTIVE RATING IS NOT SUBJECT TO PREMIUM DISCOUNT.

## S C H E D U L E

|           |  | ESTIMATED ELIGIBLE PREMIUM |                    |                       | BALANCE |
|-----------|--|----------------------------|--------------------|-----------------------|---------|
|           |  | FIRST                      | NEXT               | NEXT                  |         |
| WISCONSIN |  | \$ 10,000<br>0.0%          | \$ 190,000<br>9.1% | \$ 1,550,000<br>11.3% | 12.3%   |

2. AVERAGE PERCENTAGE DISCOUNT:

3. OTHER POLICIES:

4. IF THERE ARE NO ENTRIES IN ITEMS 1, 2 AND 3 OF THE SCHEDULE, SEE THE PREMIUM DISCOUNT ENDORSEMENT ATTACHED TO YOUR POLICY NUMBER:

ISSUED FROM: BROOKFIELD, WI

AS QUOTED ON: 11/06/19 (BPP)

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

Quote Number: K142220-04

Q U O T A T I O N  
C O M M E R C I A L U M B R E L L A

Quotation is Valid From 11/06/19 to 01/01/20  
Proposed Policy Period: From 01/01/20 to 01/01/21  
(Quote may be subject to change)

P R E P A R E D F O R :

P R E S E N T E D B Y :

CITY OF ASHLAND  
601 MAIN ST W  
ASHLAND WI 54806-1537

GREAT LAKES INSURANCE AGENCY  
124 MAIN ST W  
ASHLAND WI 54806-1636

DIRECT BILL

AGENT: AD 8190  
AGENT PHONE: (715) 682-2086

Insured is MUNICIPALITY Business Desc: MUNICIPALITY

L I M I T S O F I N S U R A N C E

Each Occurrence Limit (Liability Coverage) \$ 3,000,000

Personal & Advertising Injury Limit \$ 3,000,000  
(Any one person or organization)

Aggregate Limit (Liability Coverage) \$ 6,000,000  
(except with respect to "covered autos")

PREMIUM NOT SUBJECT TO AUDIT \$ 13,237.00

A \$100 MINIMUM POLICY PREMIUM APPLIES  
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE.

AS QUOTED ON: 11/06/19 BPP

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K142220-04

CITY OF ASHLAND

EFF DATE: 01/01/20

EXP DATE: 01/01/21

C O M M E R C I A L   U M B R E L L A   P O L I C Y  
Q U O T E

=====

ENDORSEMENT SCHEDULE

| FORM       | EDITION<br>DATE | DESCRIPTION/ADDITIONAL INFORMATION   | PREMIUM |
|------------|-----------------|--------------------------------------|---------|
| CU0001     | 04-13           | COMM LIABILITY UMBRELLA COV FORM     |         |
| CU0107     | 11-11           | WISCONSIN CHANGES                    |         |
| CU0403     | 12-07           | EMPLOYEE BENEFITS LIABILITY COVERAGE |         |
|            |                 | LIMITS OF INSURANCE                  |         |
|            |                 | \$ 0 RETAINED LIMIT                  |         |
|            |                 | \$ 3,000,000 EACH EMPLOYEE           |         |
|            |                 | \$ 6,000,000 AGGREGATE               |         |
|            |                 | RETROACTIVE DATE: 01/01/2011         |         |
| CU2123     | 02-02           | NUCLEAR ENERGY LIAB EXCL BROAD FORM  |         |
| CU2171     | 06-15           | EXCLUSION-UNMANNED AIRCRAFT          |         |
| CU2186     | 05-14           | EXCL-ACCESS/DISCL OF CONFID/PERSONAL |         |
| CU2209     | 04-13           | EXCL - FAILURE TO SUPPLY             |         |
| CU2423     | 12-07           | COVERAGE FOR PROFESSIONAL SERVICES   |         |
| CU7001A    | 11-15           | SCHED OF PRIMARY INS - AUTOMATED     |         |
| CU7268.2   | 08-06           | ABUSE OR MOLESTATION - FOLLOW FORM   |         |
| CU7272     | 08-06           | ASBESTOS EXCLUSION                   |         |
| CU7276     | 07-16           | COMMERCIAL UMBRELLA AMENDMENT OF COV |         |
| CU7290.1   | 01-13           | LINEBACKER PUBLIC OFFICIALS/EPL END  |         |
|            |                 | PUBLIC OFFICIALS WRONGFUL ACT        |         |
|            |                 | AND EMPLOYMENT PRACTICES LIABILITY   |         |
|            |                 | RETROACTIVE DATE: 01/01/2019         |         |
| CU7293     | 08-06           | FOREIGN EXPOSURE FOLLOWING FORM      |         |
| CU7294     | 08-06           | GOV SUB HAZARDS RESTRICTIVE END      |         |
| CU7404.1   | 10-08           | UMBRELLA LIAB AMEND - FOLLOW FORM    |         |
| CU7431     | 10-08           | AMENDMENT OF EMPLOYEE BENEFITS PROG  |         |
| CU7464     | 07-15           | LAW ENFORCEMENT LIABILITY            |         |
| *IL0283    | 11-18           | WI CHANGES - CANCELLATION/NONRENEWAL |         |
| *IL7131A   | 04-01           | COMM'L POLICY ENDORSEMENT SCHEDULE   |         |
| *IL8118    | 06-11           | COMPLAINT NOTICE - WISCONSIN         |         |
| *IL8383.5A | 01-20           | DISCL PURSUANT TERRSM RISK INS. ACT  |         |
|            |                 | PREMIUM THROUGH 12/31/20             | \$ 132  |
|            |                 | PREMIUM BEYOND 12/31/20              | WAIVED  |

AS QUOTED ON: 11/06/19

**CONDITIONAL**

EMPLOYERS MUTUAL CASUALTY COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: K142220-04  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This endorsement does not grant any coverage or change the terms and conditions of any coverage under the policy.

D I S C L O S U R E   P U R S U A N T   T O  
T E R R O R I S M   R I S K   I N S U R A N C E   A C T

S C H E D U L E

Terrorism Premium (Certified Acts)

- A. Premium through end of year 12/31/20      \$132.00
- B. Premium beyond the date specified above    waived.  
(Refer to paragraph D. below)

A. DISCLOSURE OF PREMIUM:

In accordance with the Federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. As defined in section 102(1) of the Act: the term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion. The portion of your premium attributable to such coverage is shown in the schedule of this endorsement or in the policy declarations.

- B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES: The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES: If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

AS QUOTED ON: 11/06/19

# CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY  
CITY OF ASHLAND

QUOTE NUMBER: K142220-04  
EFF DATE: 01/01/20 EXP DATE: 01/01/21

This endorsement is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

DISCLOSURE PURSUANT TO  
TERRORISM RISK INSURANCE ACT

D. PREMIUM BEYOND THE YEAR SPECIFIED IN THE SCHEDULE ABOVE:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the schedule shall be attributable to coverage for terrorism acts certified under the act. If the Federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) of the schedule shall be attributable to that coverage for terrorism.

THE FOLLOWING STATEMENT IS REQUIRED TO BE PART OF THE DISCLOSURE NOTICE IN MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.  
Read your policy and endorsements carefully.

AS QUOTED ON: 11/06/19



# CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY  
ASHLAND CITY OF

Quote Number: K142220-04  
Eff Date: 01/01/20 Exp Date: 01/01/21

## C O M M E R C I A L U M B R E L L A S C H E D U L E

\*\*\*\*\*

### R E T A I N E D L I M I T

Self Insured Retention \$ 0

### SCHEDULE OF UNDERLYING INSURANCE

#### Commercial Auto Liability

Company: EMCASCO Insurance Company  
Policy Number: E142220 Policy Period: 01/01/20 to 01/01/21

#### Minimum Applicable Limits

Covered Auto Liability \$ 1,000,000 Each Accident

#### Commercial General Liability

Company: Union Insurance Co. of Providence  
Policy Number: D142220 Policy Period: 01/01/20 to 01/01/21

#### Occurrence Basis

#### Minimum Applicable Limits

|                                         |                            |
|-----------------------------------------|----------------------------|
| General Aggregate                       | \$ 2,000,000               |
| Products-Completed Operations Aggregate | \$ 2,000,000               |
| Personal and Advertising Injury         | \$ 1,000,000               |
| Each Occurrence                         | \$ 1,000,000               |
| Employee Benefit Liability              | \$ 1,000,000 Each Employee |
|                                         | \$ 2,000,000 Aggregate     |

#### Employers Liability

Company: EMCASCO Insurance Company  
Policy Number: H142220 Policy Period: 01/01/20 to 01/01/21

#### Minimum Applicable Limits

|                           |                          |
|---------------------------|--------------------------|
| Bodily Injury by Accident | \$ 500,000 Each Accident |
| Bodily Injury by Disease  | \$ 500,000 Each Employee |
| Bodily Injury by Disease  | \$ 500,000 Policy Limit  |

AS QUOTED ON: 11/06/19 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY  
ASHLAND CITY OF

Quote Number: K142220-04  
Eff Date: 01/01/20 Exp Date: 01/01/21

Public Officials Liability (Claims Made)

Company: Employers Mutual Casualty Company

Policy Number: J142220

Policy Period: 01/01/20 to 01/01/21

Minimum Applicable Limits

\$ 1,000,000 Each Loss

\$ 1,000,000 Aggregate

-----  
Law Enforcement Liability

Company: Employers Mutual Casualty Company

Policy Number: G142220

Policy Period: 01/01/20 to 01/01/21

Minimum Applicable Limits

\$ 1,000,000 Each Occurrence

\$ 2,000,000 Aggregate  
-----

AS QUOTED ON: 11/06/19 BPP



**Disclosure Pursuant to Terrorism Risk Insurance Act**

This disclosure is attached to and made part of your Quote Proposal in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

**A. Disclosure Of Premium:**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Quote Proposal.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses:**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**The following statement is required to be part of the disclosure notice in MISSOURI:**

The premium shown on the Quote Proposal is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in the policy that may be issued based on this quote. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.

Read your policy and endorsements carefully.

*Thank you for the opportunity to present this proposal to you. We hope you will allow us the privilege to serve your insurance needs.*

Great Lakes Insurance Agency

## CONDITIONAL



### Terrorism Risk Insurance Act Schedule

**For the following sections, coverage for Certified Acts of Terrorism is accepted:**

|                                       |    |          |
|---------------------------------------|----|----------|
| General Liability (Occurrence) (D-02) | \$ | 129.00   |
| Linebacker - Claims Made (J-02)       | \$ | 142.00   |
| Law Enforcement Liability (G-01)      | \$ | 127.00   |
| Business Auto (E-06)                  | \$ | 46.00    |
| Workers Compensation (H-02)           | \$ | 1,193.00 |
| Commercial Umbrella (K-04)            | \$ | 132.00   |

**For the following sections, coverage for Certified Acts of Terrorism is not applicable:**

Govt Crime/Fidelity ISO Package (F-01)

**SUBJECT:** Approve to Waive the Requirement Set Forth in Chapter 923.10, Ashland City Ordinances, and Approve the Mandatory Joint Powers Agreement between Ashland County and the City of Ashland for the Ashland County 911 Emergency System (*Police & Fire Departments*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Mayor

**CLEARANCES:** Mayor, City Attorney, Police Chief, Fire Chief

**EXHIBITS:**

1. Joint Powers Agreement
2. Ashland County Sheriff's Office Correspondence, November 19, 2019

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:** NA

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** The Intergovernmental Cooperation Plan contained within Chapter 9 of the City's Comprehensive Plan of Record requires the City to cooperate with overlapping and neighboring jurisdictions to provide quality, cost effective, and efficient services including fire protection, emergency medical, and law enforcement.

**SUMMARY STATEMENT:**

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

It is confirmed that Ashland County is not in compliance with Chapter 923.10, Ashland City Ordinances. Due to the nature of this agreement, it is requested of Council to waive this requirement and approve the mandatory Joint Powers Agreement for the Ashland County 911 Emergency System.



**Joint Powers Agreement  
Between Ashland County  
and the  
City of Ashland**

**Ashland County 911 Emergency System**

**WHEREAS**, Ashland County and the municipalities located within the boundaries of Ashland County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

**WHEREAS**, Sec. 256.35(9)(a), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Ashland County, public agencies shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Ashland County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

**THEREFORE**, in consideration of the mutual promises, agreements and condition contained herein, it is hereby jointly agreed between Ashland County and the City of Ashland as follows:

1. That effective January 1, 2020 this agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2020.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Ashland County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Heather Schutte  
Ashland County Clerk

---

Deb Lewis  
Mayor  
City of Ashland



# ASHLAND COUNTY SHERIFF'S OFFICE

---

Sheriff Michael W. Brennan

November 19, 2019

**City of Ashland**

601 Main St W  
Ashland, WI 54806

Ms. Denise Oliphant,

Enclosed is the Joint Powers Agreement for calendar year 2020 to be signed. Wisconsin State Statute 256.35(9) requires Joint Powers Agreements between Ashland County and the City of Ashland to be filed annually.

Changes have been made from the prior agreement to reflect the dates of the new term. No substantive policy change to the nature of the Agreement has been made.

Please sign and return the Agreement within 30 days and after being signed by the Ashland County Clerk, a copy will be forwarded to you and also filed with the Wisconsin Department of Justice as required by statute.

Your cooperation and timely response is greatly appreciated. Please contact me if you have any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "David McGuire". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David McGuire  
Public Safety Communications Director  
Ashland County Sheriff's Office  
(715) 685-7640 x478  
david.mcguire@ashlandcountysheriff.us

220 6th St E Ashland, WI 54806  
Telephone: (715) 685-7640 - Fax: (715) 682-7039  
www.AshlandCountySheriff.us

**SUBJECT:** Approve Administration to Amend the Handbook Policy Related to Compensation, Vacation, and Over-Time (*Administration*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Administrator

**CLEARANCES:** City Administrator

**EXHIBITS:** 1. Memo from Administrator, November 18, 2019

**EXPENDITURES REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**APPROPRIATION REQUIRED:** N/A

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

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

**SUMMARY STATEMENT:**

City administration is proposing to change the City of Ashland Employee Handbook to allow the use vacation time and holidays to be included as hours worked when calculating overtime/compensatory time for non-exempt, non-collectively bargained employees.

Currently the Employee Handbook mirrors federal laws and only counts time worked on the job for overtime calculations. Overtime is defined by hours in excess of 40 hours per week, overtime/compensatory time is earned at 1.5 times the hourly rate of pay.

Per the Employment Handbook, employees have 15 days to comment on the proposed changes. This has been done and any comments received are attached.

Administration is requesting the Council to approve the amendment to the City of Ashland Employee Handbook.

# Memo

DATE: November 18, 2019

TO: All City of Ashland Employees

FROM: Brant Kucera, City Administrator

RE: Written Notice of Amendment  
Employee Handbook Section 7.13 Compensatory Time pg. 60 and  
Public Works Department (Includes Utility Department) Employee Handbook  
Addendum: Hours of Work and Compensation pp. 120

Pursuant to Section 12 - Handbook Amendments of the City of Ashland Handbook of Terms and Conditions of Employment under section 12.03 Notice, administration is proposing the following changes to Section 7.13 Compensatory Time and Hours of Work and Compensation in the Public Works Department (Includes Utility Department) Employee Handbook Addendum:

## Compensatory Time pg. 60

Current Language:

Compensatory Time is defined as time off for overtime worked in lieu of overtime pay. All compensatory time will be granted in accordance with the Fair Labor Standards Act.

Compensatory time in lieu of overtime is at the discretion of the employer. Compensatory time is accumulated at the rate of one hour for every one (1) hour worked in excess of thirty five (35) hours per week, and an hour and a half ( 1 ½) for each hour worked in excess of forty (40) hours per week.

## Compensatory Time pg. 60

Proposed Addition (see highlighted portion):

Compensatory Time is defined as time off for overtime worked in lieu of overtime pay. All compensatory time will be granted in accordance with the Fair Labor Standards Act.

Compensatory time in lieu of overtime is at the discretion of the employer. Compensatory time is accumulated at the rate of one hour for every one (1) hour worked in excess of thirty five (35) hours per week, and an hour and a half ( 1 ½) for each hour worked in excess of forty (40) hours per week.

Qualifying “hours worked” to accrue compensatory time in a 40 hour work week will include holidays and vacation time. Sick and other previously earned compensatory time will not be included and additional compensatory time cannot be accrued in a week where sick and/or compensatory time has been used.



## **Public Works Department (Includes Utility Department) Employee handbook Addendum pg. 120-123**

Note from HR: This section only pertains to Public Works Employees included the Utilities Department Current Language with proposed changes incorporated. In order to see side by side the edits for the entire addendum this section will include current handbook language to be stricken as well as proposed replacement language. Edits will be highlighted for convenience in the review process and comment period only:

**Hours of Work and Compensation** - The City of Ashland will compensate APWD employees under the provisions of the Fair Labor Standards Act (FLSA). FLSA provisions can be accessed on the web at <http://www.dol.gov/whd/flsa/>.

- The normal work week for APWD staff of full time street, parks, **facilities**, engineering, and utility employees shall consist of 40 hours per week. ~~beginning at 12:01 AM on Monday and ending upon accumulation of 40 hours of work in accordance with FLSA rules.~~ There shall be a one half (1/2) hour unpaid lunch break. Typically, hours of work will be 7:00 a.m. to 3:30 p.m., **Monday – Friday.**
- One full time utility employee will work the rotating weekend schedule assigned by the public works director or his designee.
- ~~Unscheduled work on Saturdays and Sundays for full time employees will be paid at a rate of one and one half (1 ½) the hourly rate of pay of the employee regardless of FLSA rules.~~
- **Overtime will be paid for “hours actually worked: in excess of the hours scheduled per pay period set forth in the Hours of Work and Compensation Section of the Handbook Addendum.” If approved leave time such as sick leave and compensatory time taken, overtime will only be paid for hours worked in excess of Fair Labor Standards Act limitations. However, vacation time and holiday time will be counted as time actually worked with respect to the calculation of overtime.**
- In the event an employee is requested by the City to return to work while on vacation, the employee shall be paid one and one half (1 ½) times the employee’s base rate of pay for all hours worked that had been for vacation. Likewise, the employee shall be granted vacation due to this call back to work.
- Employees scheduled to work on holidays will continue to schedule their holiday for a different day as agreed to with the Public Works Director or his/her designee.
- ~~Payroll of street, engineering, parks, and utility employees will continue to be calculated by the public works office staff.~~

## **Special Pay Provisions**

- The street sweeper operator shall receive an additional twenty cents (\$.20) per hour differential pay for all hours worked during that period of the year when the street sweeper would normally be operating, regardless of the job classification they happen to be working in.
- ~~Utility Hs performing lab technician duties shall be paid an additional ten (\$.10) per hour when filling in during the absence of the lab technician.~~
- ~~Utility employees shall receive an additional twenty-five (\$.25) per hour for scheduled weekend and holiday hours.~~

- In the event an employee is assigned temporarily the duties of ~~Sub-foreman or Utility Lead Operator~~ **the Foreman**, the employee shall receive **an additional \$1.00** per hour differential pay ~~the Sub-foreman or Lead Operator Rate~~ in that capacity.
- Certification Pay will be paid as follows:

Water

- ~~Grade T Surface and Distribution~~ --\$0.17/hour
- ~~Surface Water Grade 1 plus Water Distribution Grade 1~~ --\$0.35/hour

Wastewater

- ~~General Wastewater & Activated Sludge T, 1 or 2~~ --\$0.17/hour
- ~~Class T, 1 or 2 in Disinfection, Mechanical sludge dewatering, Phosphorus removal and On Site Laboratory testing~~ --\$0.03/hour for each subclass  
~~Potential total = \$0.29/hour (\$0.17+\$0.03+\$0.03+\$0.03+\$0.03)~~
- ~~Passing the Advanced Test for General Wastewater and Activated Sludge Subclass~~ --\$0.35/hour
- ~~Passing the Advanced Test for disinfection, Mechanical sludge dewatering, Phosphorus removal and On-site Laboratory testing~~ --\$0.05/hour for each subclass  
~~Potential Total = \$0.35/hour (\$0.35+\$0.05/hour \$0.05/hour \$0.05/hour \$0.05/hour)~~

**2019 Revised Certification Requirements & Base Wage Schedule**

**Required Certifications:**

WWTP- Solids Separation, Biological Treatment-Suspended Growth, Disinfection, Biological Solids/Sludge Handling and Processing, Nutrient Removal-Total Phosphorus, Laboratory, Sanitary Sewage Collection System

Water Treatment Plant- Distribution, Surface Water

| <b>Revised (2019) Certification Requirements &amp; Wage Schedule</b>              |                  |
|-----------------------------------------------------------------------------------|------------------|
| <b>Position Title</b>                                                             | <b>Base Wage</b> |
| Foreman I (requires advanced certifications)                                      | \$ 27.00         |
| Foreman II (requires all basic certifications for both W & WW)                    | \$ 26.50         |
| Foreman III (requires general wastewater/2 subclasses and 2 water certifications) | \$ 26.25         |
| Foreman IV (less than general wastewater/2 subclasses and 2 water certifications) | \$ 26.00         |
| Foreman V (entry level no certifications)                                         | \$ 25.75         |
|                                                                                   |                  |
| Lab Technician I (requires advanced certifications)                               | \$ 25.75         |
|                                                                                   |                  |
| Operator I (requires advanced certifications)                                     | \$ 24.50         |
| Operator II (requires all basic certifications for both W & WW)                   | \$ 24.00         |

|                                                                                    |          |
|------------------------------------------------------------------------------------|----------|
| Operator III (requires general wastewater/2 subclasses and 2 water certifications) | \$ 23.75 |
| Operator IV (requires DNR-required certifications for weekend rotation)            | \$ 23.00 |
| Operator V (entry level no certifications)                                         | \$ 20.00 |

### **Safety/Work Gear**

- The City shall pay for the replacement of safety glasses in the event they are broken due to job-related breakage or due to a change in prescription under the following terms:
  - The City will pay up to forty dollars (\$40) for frames and the employee agrees to pay any amount over the forty dollars (\$40).
  - The City shall pay up to and not exceed \$200 towards the cost for lenses.
  - The City shall make reimbursement payments upon presentation of paid receipts by the employee.
- Employees will be entitled to receive \$450 annually for work related clothing items as described in Section 7.15 of the Employee Handbook. ~~Between June 1-15 and December 1-15 of each calendar year,~~ Employees shall submit receipts to the Public Works Office **Administrative Manager no more than twice per calendar year, and no later than December 15th** for items qualifying for clothing allowance reimbursement. The process outlined in Section 7.15 of the Employee Handbook shall be followed for reimbursement of work related clothing.

### **Commercial Driver's License (CDL)**

- The City shall pay the employee's CDL license renewal fee for licenses required by the employee's job description.
- The City shall make available to an employee taking a driving skills test, a vehicle which is in good operating condition and representative of the class of commercial motor vehicle the employee is required to operate, for the CDL test.
- A suspension, revocation or disqualification of an employee's CDL, for any employee whose job description requires a CDL, may result in suspension or termination of the employee at the City's discretion. In the event the City places an employee on suspension, the employee shall receive Operator III pay scale rather than the employee's ordinary pay rate. If the law prohibits the employee from obtaining a CDL, there may be placement in another position or the employee may be subject to termination at the City's discretion.
- An employee who fails to comply with the notification requirements of convictions for driver violations, driver's license suspension or notification requirements from previous employment may be subject to immediate termination at the City's discretion.

### **Standby Pay and Emergency Call Out**

- Each employee scheduled for standby duty shall monitor and respond to the stand-by phone 24 hours a day and receive ~~twenty-six dollars (\$20)~~ **twenty-six dollars (\$26.00)** per day for such duty, and in addition receive compensatory equivalent to one and one-half (1 ½) times the hours physically worked. Standby pay shall apply to weekends, holidays, or any other day that may be scheduled by order of the Public Works Director or designee. The City is not obligated to

designate anyone for standby pay.

- An employee called out to work outside of their regularly scheduled work shift who has left the premises will be guaranteed a minimum of two hours work at overtime rates; all other hours worked are according to **the Hours of Work and Compensation Section of the Handbook Addendum**. FLSA provisions.

***HR Side Note (not to be included in the handbook):*** The language stricken in the above section of the APWD Addendum are proposed to be removed from the APWD Addendum entirely and replaced with the highlighted portions.

According to Handbook Section 12.03 this notice must be posted for 15 days prior to introduction to the Committee of the Whole or City Council. All changes must be approved by the Common Council. Employees will have until **December 2, 2019** to submit written comments to your department head or designee.

**SUBJECT:** Approval to Allow the City Administrator to Approve a Financial and Payroll Software Updates and Enhancements Contract with Civic Systems, LLC (*Finance*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Finance

**CLEARANCES:** Administrator  
Human Resource Director

**EXHIBITS:**

1. Civic Systems Computer Software and Conversion Services Proposal
2. Timekeeping Platform Comparison Crosswalk

**EXPENDITURES REQUIRED:** \$35,000 to \$40,000 - Update & add financial/payroll/utility software

**AMOUNT BUDGETED:** None

**APPROPRIATION REQUIRED:** \$35,000 to 40,000 72% Fund 100 unspent 2019 Finance and other department budgets  
14% Water Utility  
14% Sewer Utility

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on November 26, 2019 that Civic Systems LLC, Ten Terrace Court, Madison WI 537074 in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

**COMPLIANCE WITH ORDINANCE 51:** NA

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

**SUMMARY STATEMENT:**

The Finance Director is asking for Council to approve the selection of Caselle Connect software and additional software modules with a maximum expenditure of \$40,000 and to allow the City Administrator to approve a final contract with Civic Systems, LLC which will allow additional time for administration staff and the

attorney to review the contract and make any minor modifications. Any changes or modifications cannot exceed the \$40,000 without Council approval. Attached is a draft contract.

One of the directives the finance department received from the City Administrator is to reduce the manual entry and manual recordkeeping related to payroll.

Current time consuming payroll procedures:

Employees track their time on handwritten sheets or submit excel spreadsheets to their supervisors

Supervisors review and approve the timesheets

The fire department uses an old software program to track overtime, upgrade pay, etc.

Public works administrative employees enter submitted timesheets into a timekeeping program

The payroll processor enters other employee time from timesheets

Benefit hours are tracked by hand for each employee

Paychecks are put into envelopes and distributed. Average of 115 paychecks per payroll.

The City's employee who processed payroll retired in September 2019. It is anticipated that this position will be part-time in the future.

Over the past several months the Human Resources Director has been in contact with payroll processing companies discussing what they have to offer as payroll services to the City and the related cost. Software demos were given by three companies to City staff, which included electronic timekeeping and paycheck processing. Please see the exhibit which shows the companies contacted and the related quotes.

The recommendation to Council is to approve the purchase with Civic Systems, LLC, due to the following:

The payroll updates would save hours of staff time per month.

The current finance software can be updated to the new generation of software for only \$13,175 and expands the use of existing software. This year City staff attended a symposium given by Civic Systems, LLC and the options that the new generation software has would be beneficial for increased efficiencies.

The electronic timesheet capabilities would allow tracking time for projects and accommodate the unique payroll items for the Police and Fire departments

Employees would complete their timesheets electronically and submit requests for time off electronically

Employees have access to their payroll check information through the miPay module.

Benefit hours would be tracked electronically.

Supervisors would electronically approve timesheets and time off requests. The miTime module allows the Supervisor to see a month at a glance and know which employees have scheduled time off.

The actual payroll check processing would stay within the City.

Expenditure request:

\$11,800 - Add miTime electronic timesheets with department head approvals

0 - Employee payroll information access – miPay

5,400 - Setup of benefit hour tracking and training

\$17,200 - Subtotal – electronic payroll timekeeping

13,175 - Update financial software from 2014 Caselle Clarity to Caselle Connect (2014 software purchase \$113,650)

1,500 - Add real-time cash receipting for utilities

3,900 - Add utility mobile service orders – this would replace and improve the current service order software

\$35,775 - Subtotal all modules

3,575 - 10% contingency

\$39,350 - Total (Civic travel expenses will be additional expense-estimated \$650)

\$15,600 - Current annual software support fees which includes software updates and processing assistance

3,000 - Additional fees for new payroll modules – savings in staff time is greater than this

1,110 - Additional fees for utility real-time cash receipting and mobile service orders - savings in staff time is greater than this

\$19,710 - Total annual fees

An update in the hardware will be needed which is budgeted for in the technology department. The current server purchased in 2014 is nearing the end of its service life and is on the Tech schedule to be replaced in the next year or two. The estimated cost for the server replacement is \$4,000 - \$5,000.

Upon approval of the contract, Civic Systems, LLC would be able to schedule the City for the payroll updates in early spring. The other updates may be sooner.

**Computer Software and  
Conversion Services Proposal**  
**City of Ashland**  
**Prepared by Civic Systems, LLC**



**civicsystems**  
strong software, strong community

A SUBSIDIARY OF BAKER TILLY VIRCHOW KRAUSE, LLP

Civic Systems, LLC  
Ten Terrace Court  
P.O. Box 7398  
Madison, WI 53707-7398  
Phone: 888.241.1517  
Fax: 608.249.1050  
[mlaesch@civicsystems.com](mailto:mlaesch@civicsystems.com)  
[www.civicsystems.com](http://www.civicsystems.com)

November 26, 2019



# Software Purchase Agreement

Civic Systems, LLC  
Ten Terrace Court  
P.O. Box 7398  
Madison, WI 53707-7398

City of Ashland  
601 Main Street West  
Ashland, WI 54806

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **Payment is due upon execution of the contract unless other payment terms are negotiated.** The information provided in this proposal is valid for 90 days.

## INVESTMENT SUMMARY

|                                           |           |
|-------------------------------------------|-----------|
| Connect License Fees (8 Concurrent Users) | \$ 52,700 |
| Less Connect Upgrade Discount             | (39,525)  |
| Conversion/Setup                          | 0         |
| Training                                  | 0         |
| New Module License Fees                   | 11,200    |
| New Module Training                       | 7,200     |
| New Module Setup                          | 4,200     |

**TOTAL INVESTMENT** \$ 35,775

**ANNUAL SUPPORT INCREASE (New Modules)** \$ 3,810

**SOFTWARE FOR LIFE:** Software for Life provides the assurance that the City will never have to purchase another upgrade at any point in the future. As a result, the City will always be on the latest version of the software. To attain the Software for Life Premium, annual support will increase \$700 each of the next three (3) years.

\*Travel costs are not included.

## SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance and understanding of the Computer Software and Services Contract, Attachment A – Caselle Software Distribution Agreement, and Attachment B – Civic Support Agreement.

### CITY OF ASHLAND, WI

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CIVIC SYSTEMS, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Selected Modules Detailed Costs

### LICENSE FEES (8 CONCURRENT USERS)

| Connect Upgrade Modules                            | License Fee          | Conversion       | Training Cost    | Total Investment     |
|----------------------------------------------------|----------------------|------------------|------------------|----------------------|
| <b>Based on 8 Concurrent User Licenses</b>         | \$ 0                 | \$ 0             | \$ NA            | \$ 0                 |
| <b>Accounts Payable</b>                            | 5,500                | Included         | NA               | 5,500                |
| <b>Accounts Receivable</b>                         | 5,500                | Included         | NA               | 5,500                |
| <b>Cash Receipting</b>                             | 4,500                | Included         | NA               | 4,500                |
| PSN Interface                                      | Included             | Included         | NA               | <b>Included</b>      |
| <b>General Ledger</b>                              | 5,500                | Included         | NA               | 5,500                |
| Activity Reporting                                 | Included             | Included         | NA               | <b>Included</b>      |
| Bank Rec                                           | Included             | Included         | NA               | <b>Included</b>      |
| Budgeting                                          | Included             | Included         | NA               | <b>Included</b>      |
| Interest Allocations                               | Included             | Included         | NA               | <b>Included</b>      |
| miExcel GL                                         | FREE                 | Included         | NA               | <b>FREE</b>          |
| <b>Improvement Districts (Special Assessments)</b> | FREE                 | Included         | NA               | <b>FREE</b>          |
| <b>Materials Management</b>                        | 4,500                | Included         | NA               | 4,500                |
| <b>MUM 4.0</b>                                     | FREE                 | Included         | NA               | <b>FREE</b>          |
| <b>miViewPoint</b>                                 | FREE                 | Included         | NA               | <b>FREE</b>          |
| <b>Payroll</b>                                     | 13,600               | Included         | NA               | 13,600               |
| ACA Reporting                                      | FREE                 | Included         | NA               | <b>FREE</b>          |
| Direct Deposit                                     | Included             | Included         | NA               | <b>Included</b>      |
| Electronic Submittals                              | Included             | Included         | NA               | <b>Included</b>      |
| miExcel PR                                         | FREE                 | Included         | NA               | <b>FREE</b>          |
| Timekeeping                                        | Included             | Included         | NA               | <b>Included</b>      |
| <b>Utility Billing</b>                             | 13,600               | Included         | NA               | 13,600               |
| Collections Module                                 | FREE                 | Included         | NA               | <b>FREE</b>          |
| Direct Pay                                         | Included             | Included         | NA               | <b>Included</b>      |
| Electronic Read Interface                          | Included             | Included         | NA               | <b>Included</b>      |
| Service Orders                                     | Included             | Included         | NA               | <b>Included</b>      |
| Tax Certification                                  | Included             | Included         | NA               | <b>Included</b>      |
| <b>Less: Connect Upgrade Discount</b>              | <b>(39,525)</b>      | <b>--</b>        | <b>--</b>        | <b>(39,525)</b>      |
| <b>TOTALS COSTS</b>                                | <b><u>13,175</u></b> | <b><u>--</u></b> | <b><u>--</u></b> | <b><u>13,175</u></b> |

### NEW MODULES

| Connect Upgrade Modules                             | License Fee          | Conversion/ Setup   | Training Cost       | Total Investment     | Annual Support      |
|-----------------------------------------------------|----------------------|---------------------|---------------------|----------------------|---------------------|
| <b>Cash Receipt – Real Time UB Interface to PSN</b> | \$ 1,500             | \$ --               | \$ --               | \$ 1,500             | \$ 300              |
| <b>miPay</b>                                        | --                   | 1,000               | --                  | 1,000                | 900                 |
| miTime (Electronic Timesheets and Approvals)        | 7,000                | 2,400               | 2,400               | 11,800               | 2,100               |
| 1 Day of onsite Setup and Discussion                | --                   | 1,200               | --                  | 1,200                | --                  |
| 1 Day Onsite Training with Department Heads         | --                   | --                  | 1,200               | 1,200                | --                  |
| Benefit Pay and Benefit Tracking                    | --                   | 3,000               | --                  | 3,000                | --                  |
| <b>Mobile Service Orders</b>                        | 2,700                | 600                 | 600                 | 3,900                | 810                 |
| <b>Less: Discount</b>                               | <b>(--)</b>          | <b>(1,000)</b>      | <b>--</b>           | <b>(1,000)</b>       | <b>(300)</b>        |
| <b>TOTALS COSTS</b>                                 | <b><u>11,200</u></b> | <b><u>7,200</u></b> | <b><u>4,200</u></b> | <b><u>22,600</u></b> | <b><u>3,810</u></b> |

## Optional Module Detailed Costs

### OPTIONAL MODULES

| Product Descriptions       | License Fee 8 Concurrent | One-Time conversion/setup | Training and Onsite Assistance Cost/Days | Year one Total w/o Support | Annual Fees* |
|----------------------------|--------------------------|---------------------------|------------------------------------------|----------------------------|--------------|
| <b>miViewPoint Add Ons</b> |                          |                           |                                          |                            |              |
| miAP Workflow              | 4,500                    | 1,200                     | 600                                      | <b>6,300</b>               | 1,125        |
| miBudget                   | 3,000                    | 300                       | 300                                      | <b>3,600</b>               | 750          |

\*Above amounts do not include travel expenses

## HARDWARE REQUIREMENTS

### Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Network Server Operating System                                              | Microsoft® Windows 2012, 2012 R2 or 2016 Server (64-bit)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Network Server Equipment                                                     | Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher   Minimum 16 GB of available RAM   30 GB available disk space for Caselle Connect applications (180 MB) and data   Separate physical hard drive for SQL log file 8-15 K SAS HDD preferred   Color SVGA .28 Monitor   1 GB Ethernet Network Card   1 GB Ethernet Switch   DVDRW Drive<br><small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small> |
| Database Server Equipment and Operating System                               | <ul style="list-style-type: none"> <li>• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).</li> <li>• Networks with more than ten workstations may require faster processors and/or more memory than the recommended.</li> </ul>                                                                                                                                                                                          |
| Database Software                                                            | Microsoft® SQL Server 2012 (64-bit), 2014 (64-bit) or 2016 (64-bit)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Network Server and Database Server Power Protection                          | True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Workstation Computer                                                         | Intel Core 2 Duo, i5, or i7 (3 GHz or higher)   8 GB of available RAM   30 GB available disk space for Caselle Connect applications (180 MB) and data   LCD Monitor<br><small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>                                                                                                                                                                     |
| Workstation Operating System                                                 | Windows 10™ Professional (32-bit or 64-bit).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Workstation Power Protection                                                 | UPS/Battery backup unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Backup System                                                                | Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.                                                                                                                                                                                                                                                                                                                             |
| Data File Transfer                                                           | DVDRW Drive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Printer                                                                      | HP Laser Printer or Canon Copiers with PCL or Postscript Drivers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Receipt Printer                                                              | Ithaca 9000 and 1500 Series Printers   Star TSP100   Epson TM – U325, TM-U675, and Epson TM – H6000IV                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Internet Access                                                              | DSL, ISDN, or T1<br><br>Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.                                                                                                                                                                                                                                                                                                                            |
| Email                                                                        | Email that is compatible with Microsoft® Windows.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Network Installer                                                            | Microsoft® Certified                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Web Services                                                                 | IIS 7 (Windows Server 2008, 2012)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| miViewPoint<br><small>Only needed if miViewPoint is being installed.</small> | IIS 7 or later   30 GB of available disk space for miViewPoint on the IIS and SQL Servers   Modern Web Browser on any PC using miViewPoint (IE11 or greater, up to date Chrome, or up to date Firefox) If miViewPoint is made internet available a modern mobile browser is required.                                                                                                                                                                                                                                                                 |

# Attachment A – Caselle Software Distribution Agreement

## Caselle Software Distribution Agreement

Caselle  
1570 North Main  
P.O. Box 100  
Spanish Fork, Utah 84660  
("Caselle")

### CASELLE, INC. SOFTWARE LICENSE AGREEMENT

CASELLE AGREES TO PROVIDE THE SOFTWARE TO YOU, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

#### Grant of License

Caselle agrees to grant, and You agree to accept a limited, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, video tapes, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein.

#### Title and Confidentiality

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

#### License

You may:

- a) Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- b) Make System readable copies of the diskettes provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- f) Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

#### Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

# Attachment A – Caselle Software Distribution Agreement

## **Warranty**

- a) Caselle warrants that it has sufficient right and title to the Software to grant You this License. For 1 year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.
- b) Caselle represents and warrants that the Software is Year 2000 compliant; that it shall not cause the system to crash on account of indefinite date or data fields; that it shall be fault-free in processing date and data (including, but not limited to, calculating, comparing and sequencing) prior to, through and beyond January 1, 2000, including any leap year calculations.

## **Disclaimers and Limitations of Remedies**

- a) Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. The maximum liability of Caselle for all damages from any claims shall not exceed the License fee for the Software.
- b) In the event that the parties are unable to resolve differences, which may arise relating to this Agreement, all disputes rising from this Agreement shall be resolved through binding arbitration in Utah. The arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## **Additional Services**

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

## **General**

- a) The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and you hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- c) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- f) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.
- i) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

# Attachment B – Support Agreement

## CIVIC SUPPORT AGREEMENT

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This Support Agreement is made by and between the CITY OF ASHLAND (client), 601 Main Street West, Ashland, WI 54806, and CIVIC SYSTEMS, LLC (Civic), Ten Terrace Court, Madison, Wisconsin 53707-7398.

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the CITY OF ASHLAND, WI.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

#### 2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the effective date. The effective date is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

#### 3. CHARGES

Civic will invoice client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to client not less than thirty (30) days before the anniversary of the effective date.

#### 4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 8 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

#### 5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600  
Toll-Free: 800 241 1517  
Fax: 608 249 1050  
E-mail: [support@civicsystems.com](mailto:support@civicsystems.com)  
Website: <http://www.civicsystems.com>

## Attachment B – Support Agreement

### 6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

### 7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of **client**. A consent to assign shall be subject to such conditions and provisions as **client** may deem necessary, accomplished by execution of a form signed by **client**, Civic, and the assignee.

### 8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

### 9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

### 10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

### 11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.



### 11. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to client either procure for client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to client all fees, costs, and charges paid by client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If client does not notify Civic of a breach of Civic's warranty during that 30-day period, client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

## Attachment B – Support Agreement

### 12. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the license fees, services, and support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

### 13. DEFAULT

In the event of payment default by client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

### 14. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

## Attachment B – Support Agreement

### 15. NOTIFICATION

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- A. Actually received, or
- B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- C. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth below or
- D. Upon delivery by client of the notice to an authorized Civic representative while at client site.

The addresses of the parties to this Agreement are as follows:

Civic Systems, LLC  
Ten Terrace Court  
P.O. Box 7398  
Madison, WI 53707-7398

City of Ashland  
601 Main Street West  
Ashland, WI 54806

### 16. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

### 17. SOFTWARE SUPPORT

The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to client.
- C. Software Upgrades – Civic shall provide client with upgrades to the current platform when available. Civic shall provide client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

### 18. MISCELLANEOUS

This Support Agreement covers those services rendered for pre and post "go-live".

## City of Ashland Timekeeping Platform Comparison Crosswalk

| System Name | Implementai on Cost | Annual Cost | Type of System | Interface with Caselle |
|-------------|---------------------|-------------|----------------|------------------------|
| NeoGov      | 6,000.00            | 23,273.00   | Cloud Based    | ✓                      |
| CivicPlus   | N/A                 | N/A         | N/A            | N/A                    |
| Caselle     | 17,200.00           | 3,000.00    | Web Based      | ✓                      |
| Kronos      | 13,345.00           | 11,532.00   | Cloud Based    | ✓                      |
| ADP         | 1,000.00            | 16,534.55   | Cloud Based    | ✓                      |
| Paylocity   | 2,093.48            | 10,803.00   | Cloud Based    | ✓                      |

### TIMEKEEPING

| System Name | Wall Mounted Timeclocks | Mobile App | Computer Cased Login | ID Cards | Employee Portal | Employee Culture |
|-------------|-------------------------|------------|----------------------|----------|-----------------|------------------|
| NeoGov      | ✓                       | ✓          | ✓                    | ✓        | ✓               |                  |
| CivicPlus   | N/A                     | N/A        | N/A                  | N/A      | N/A             | N/A              |
| Caselle     | ✗                       | ✓          | ✓                    | ✗        | ✓               | ✗                |
| Kronos      | ✓                       | ✓          | ✓                    | ✓        | ✓               | ✗                |
| ADP         | ✓                       | ✓          | ✓                    | ✓        | ✓               | ✗                |
| Paylocity   | ✓                       | ✓          | ✓                    | ✓        | ✓               | ✓                |

### PAYROLL

| System Name | Payroll Administratio n | Direct Depost | Paper Checks | W2 Distribution | 1099s | Addt'l Fees |
|-------------|-------------------------|---------------|--------------|-----------------|-------|-------------|
| NeoGov      | ✓                       | ✓             | ✓            | ✓               | ✓     | ✓           |
| CivicPlus   | N/A                     | N/A           | N/A          | N/A             | N/A   | N/A         |
| Caselle     | ✗                       | ✗             | ✗            | ✗               | ✗     | ✗           |
| Kronos      | ✓                       | ✓             | ✓            | ✓               | ✓     | ✓           |
| ADP         | ✓                       | ✓             | ✓            | ✓               | ✓     | ✓           |
| Paylocity   | ✓                       | ✓             | ✓            | ✓               | ✓     | ✓           |

**SUBJECT:** Approve a Resolution Accepting the Workmanship of Jake's Excavating & Landscaping, LLC and Approval of the Final Payment for the 2018 6th Street East Reconstruction Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Department  
Finance Department

**EXHIBITS:**

1. Proposed Resolution
2. Final Construction Report
3. Application for Payment No. 6 - Final

**EXPENDITURES REQUIRED:** Final Work Completed and Retainage Due: **\$2,936.04**

|                       |                                               |
|-----------------------|-----------------------------------------------|
| \$ 818,467.09         | - Roadway, Sidewalk, Storm Sewer              |
| 305,407.22            | - Water                                       |
| <u>50,542.15</u>      | - Sanitary Sewer                              |
| <b>\$1,174,416.46</b> | <b>- Final Construction Contract Total</b>    |
| 31,793.92             | - Roadway Engineering/Admin/Materials Testing |
| 11,863.75             | - Water Engineering/Admin/Materials Testing   |
| <u>1,963.35</u>       | - Sewer Engineering/Admin/Materials Testing   |
| <b>\$1,220,037.48</b> | <b>TOTAL FINAL PROJECT COST</b>               |

|                         |                       |                        |
|-------------------------|-----------------------|------------------------|
| <b>AMOUNT BUDGETED:</b> | \$ 1,151,087.10       | Base Bid               |
|                         | 69,065.23             | Contingency (6%)       |
|                         | 23,021.74             | Engineering/Admin (2%) |
|                         | <u>23,021.74</u>      | Materials Testing (2%) |
|                         | <b>\$1,266,195.81</b> | <b>TOTAL BUDGETED</b>  |

**APPROPRIATION REQUIRED:** N/A

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on November 13, 2019 that Jake's Excavating & Landscaping, LLC 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:**

On March 13, 2018, the Ashland Common Council approved awarding the contract for this project to the low bidder, Jake's Excavating & Landscaping, LLC. The completed construction work on 6th Street East between Ellis Avenue and 7th Avenue East included six (6) city blocks of street reconstruction, storm sewer, water main and sanitary sewer main construction, as well as new sidewalk along the north side of 6th Street East.

CDBG funding of \$500,000 was received by the City for this project as follows: Water Utility - \$305,407.22, Sewer Utility \$50,542.15, and Storm Sewer \$144,050.63

The Public Works Department recommends approval of the attached resolution to accept the workmanship of Jake's Excavating & Landscaping, LLC, and for the City to make the final payment of retainage due on the 2018 6th Street East Reconstruction Project.

**RESOLUTION TO ACCEPT THE WORKMANSHIP AND APPROVAL OF FINAL PAYMENT TO JAKE'S EXCAVATING & LANDSCAPING, LLC, FOR THE 2018 6TH STREET EAST RECONSTRUCTION PROJECT**

**WHEREAS**, the City of Ashland, hereinafter referred to as the City, and JAKES'S EXCAVATING & LANDSCAPING, LLC, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 470201604 2018 6TH STREET EAST RECONSTRUCTION PROJECT** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of \$1,151,087.10; and

**WHEREAS**, said total final contract price has been determined to be \$1,174,416.46 as computed by the City Engineering Department using actual quantities as measured, change orders, additions, and deletions to the contract, and contract unit prices; and,

**WHEREAS**, the Contractor has completed all of the work set out in the specifications; and,

**WHEREAS**, John Butler, Director of Public Works, has submitted a final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account of retainage in the amount of \$2,936.04.

**NOW, THEREFORE, BE IT RESOLVED** that the recommendation and report prepared by the City Engineering Department be accepted.

**BE IT FURTHER RESOLVED** that the City of Ashland does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Ashland hereby reserves, if any, and subject to the right of the City of Ashland to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Ashland as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

**BE IT FURTHER RESOLVED** that the City, through its proper officials, issues its voucher in the sum of \$2,936.04 to the Contractor in full and final payment of the City's obligations under this contract.

PASSED: December 3, 2019

\_\_\_\_\_  
Councilperson

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

# **FINAL CONSTRUCTION REPORT**

PROJECT: 6TH STREET EAST RECONSTRUCTION PROJECT  
ELLIS AVENUE TO 7TH AVENUE EAST

SUBSTANTIAL COMPLETION DATE: OCTOBER 26, 2018

REPORT DATE: NOVEMBER 13, 2019

CONTRACTOR: JAKE'S EXCAVATING & LANDSCAPING, LLC

|                         |                       |
|-------------------------|-----------------------|
| Bid Amount:             | \$1,151,087.10        |
| Change Orders:          | \$ 13,975.45          |
| Net Quantity Variances: | <u>\$ 9,353.91</u>    |
| <b>Final Cost:</b>      | <b>\$1,174,416.46</b> |

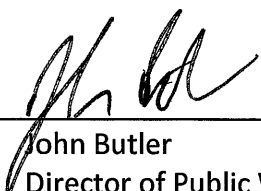
Road reconstruction and utility replacement work on 6th Street East was completed in 2018. Major work items included replacing the 1880's circa 16 inch water main; replacing storm sewer pipes, catch basins and manholes; replacing sanitary sewer pipe and manholes; new sidewalk on north side; and road reconstruction.

The materials incorporated in this project comply with the project specifications. Project inspection was made during installation of the materials and to verify that plans and specifications were adhered to. The completed work should provide for a long term life span of the installed materials.

The pay quantity items installed on the project were verified. Final measurements were taken as needed to complete the pay estimates. All work pay items have been completed.

I, the Director of Public Works for the City of Ashland, Wisconsin certify that the Contractor has completed all work within their contractual obligation and final payment may be made.

Certified by: \_\_\_\_\_

  
John Butler

Director of Public Works



## APPLICATION FOR PAYMENT NO.

FINAL 6

To: City of Ashland (Owner)

From: Jake's Excavating & Landscaping LLC (Contractor)

Project: 6th Street East Reconstruction Project - Ellis Avenue to 7th Avenue East

For Work Period: From: October 30, 2018 Thru: October 30, 2019

|    |                                                                          |        |                   |
|----|--------------------------------------------------------------------------|--------|-------------------|
| 1. | Original Contract Price:                                                 |        | \$1,151,087.10    |
| 2. | a) Net change by Change Orders and Written Amendments (+ or -)           |        | \$13,975.45       |
|    | b) Net change by Quantity Variances (+ or -)                             |        | \$9,353.91        |
| 3. | Current Contract Price (Line 1 plus Line 2):                             |        | \$1,174,416.46    |
| 4. | Total completed and stored to date:                                      |        | \$1,174,416.46    |
| 5. | Retainage (per Agreement):                                               |        |                   |
|    | 0.00% of completed Work:                                                 | \$0.00 |                   |
|    | 0.0% of stored material:                                                 | \$0.00 |                   |
|    | Total Retainage:                                                         |        | \$0.00            |
| 6. | Total completed and stored to date less retainage (Line 4 minus Line 5): |        | \$1,174,416.46    |
| 7. | Less previous Payments:                                                  |        | \$1,171,480.42    |
| 8. | <b>DUE THIS APPLICATION (6 MINUS 7):</b>                                 |        | <b>\$2,936.04</b> |

Accompanying Documents:  
Itemization of Quantities

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_

By: Jake Novascone

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_

By: John Butler, Public Works Director

Dated \_\_\_\_\_

By: City Administrator

Dated \_\_\_\_\_

By: Debra Lewis, Mayor

Dated \_\_\_\_\_

By: Barbara Clement, Comptroller

PAY QUANTITY TABULATION FOR: 6TH STREET EAST RECONSTRUCTION PROJECT

PAY REQUEST NO. 6 (FINAL)

PAY PERIOD: SEPTEMBER 14, 2018 to OCTOBER 30, 2018

| SCHEDULE A - ROAD DIVISION        |      |                                                                     |      |              | JAKE'S BID  |              | PAY REQUEST CALCULATION |                       |                          |                        |                      |               |
|-----------------------------------|------|---------------------------------------------------------------------|------|--------------|-------------|--------------|-------------------------|-----------------------|--------------------------|------------------------|----------------------|---------------|
| PAY ITEM                          |      | ITEM DESCRIPTION                                                    | UNIT | BID QUANTITY | UNIT PRICE  | TOTAL PRICE  | QTY. PREV. PAY REQUEST  | QTY. THIS PAY REQUEST | TOTAL COMPLETED QUANTITY | TOTAL THIS PAY REQUEST | TOTAL WORK COMPLETED | QTY VARUANCES |
| 201.0110                          | G    | CLEARING                                                            | ID   | 33           | \$15.00     | \$495.00     | 10.00                   | 0.00                  | 10.00                    | \$0.00                 | \$150.00             | (345.00)      |
| 201.0210                          | G    | GRUBBING                                                            | ID   | 33           | \$10.00     | \$330.00     | 10.00                   | 0.00                  | 10.00                    | \$0.00                 | \$100.00             | (230.00)      |
| 205.0100                          | G    | EXCAVATION COMMON                                                   | LS   | 1            | \$99,902.00 | \$99,902.00  | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$99,902.00          | 0.00          |
| 205.0100.1                        | G    | EXCAVATION BELOW SUBGRADE                                           | CY   | 300          | \$9.75      | \$2,925.00   | 241.55                  | 0.00                  | 241.55                   | \$0.00                 | \$2,355.11           | (569.89)      |
| 213.0100                          | R    | FINISHING ROADWAY (PROJECT)                                         | EACH | 1            | \$2,000.00  | \$2,000.00   | 0.00                    | 1.00                  | 1.00                     | \$2,000.00             | \$2,000.00           | 0.00          |
| 305.0120                          | R    | BASE AGGREGATE DENSE 1 1/4-INCH (ROAD BASE AND DRIVEWAY BASE)       | TON  | 5400         | \$13.50     | \$72,900.00  | 6670.41                 | 0.00                  | 6670.41                  | \$0.00                 | \$90,050.54          | 17150.54      |
| 305.0130                          | R    | BASE AGGREGATE DENSE 3-INCH                                         | CY   | 300          | \$23.50     | \$7,050.00   | 241.55                  | 0.00                  | 241.55                   | \$0.00                 | \$5,676.43           | (1373.58)     |
| 350.0135                          | R    | SUBBASE 10-INCH                                                     | SY   | 11010        | \$6.10      | \$67,161.00  | 11010.00                | 0.00                  | 11010.00                 | \$0.00                 | \$67,161.00          | 0.00          |
| 416.0160                          | R    | CONCRETE DRIVEWAY 6-INCH                                            | SF   | 1941         | \$6.00      | \$11,646.00  | 1948.00                 | 0.00                  | 1948.00                  | \$0.00                 | \$11,688.00          | 42.00         |
| 416.0180                          | R    | CONCRETE DRIVEWAY 8-INCH                                            | SF   | 2368         | \$6.85      | \$16,220.80  | 1682.00                 | 0.00                  | 1682.00                  | \$0.00                 | \$11,521.70          | (4699.10)     |
| 455.0605                          | R    | TACK COAT                                                           | GAL. | 600          | \$2.75      | \$1,650.00   | 0.00                    | 350.00                | 350.00                   | \$962.50               | \$962.50             | (687.50)      |
| 460.5000                          | R    | HMA PAVEMENT 3- LT-58-28-S (LOWER LAYER)                            | TON  | 1280         | \$63.80     | \$81,664.00  | 1287.10                 | 0.00                  | 1287.10                  | \$0.00                 | \$82,116.98          | 452.98        |
| 460.5010                          | R    | HMA PAVEMENT 5- LT-58-28-S (UPPER LAYER)                            | TON  | 780          | \$66.84     | \$52,135.20  | 0.00                    | 968.51                | 968.51                   | \$64,735.21            | \$64,735.21          | 12600.01      |
| 601.0418                          | R    | CONCRETE CURB AND GUTTER, 24-INCH TYPE L                            | LF   | 4192         | \$15.50     | \$64,976.00  | 4053.00                 | 0.00                  | 4053.00                  | \$0.00                 | \$62,821.50          | (2154.50)     |
| 601.0420                          | R    | INTERSECTION VALLEY CURB                                            | LF   | 451          | \$18.25     | \$8,230.75   | 0.00                    | 0.00                  | 0.00                     | \$0.00                 | \$0.00               | (8230.75)     |
| 619.1000                          | G    | MOBILIZATION                                                        | EACH | 1            | \$33,500.00 | \$33,500.00  | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$33,500.00          | 0.00          |
| 625.0100                          | G    | TOPSPOIL                                                            | SY   | 4000         | \$2.85      | \$11,400.00  | 3000.00                 | 0.00                  | 3000.00                  | \$0.00                 | \$8,550.00           | (2850.00)     |
| 627.0200                          | G    | MULCHING                                                            | SY   | 4000         | \$1.25      | \$5,000.00   | 3000.00                 | 0.00                  | 3000.00                  | \$0.00                 | \$3,750.00           | (1250.00)     |
| 628.1504                          | G    | SILT FENCE                                                          | LF   | 300          | \$2.50      | \$750.00     | 0.00                    | 0.00                  | 0.00                     | \$0.00                 | \$0.00               | (750.00)      |
| 628.1520                          | G    | SILT FENCE MAINTENANCE                                              | LF   | 300          | \$0.50      | \$150.00     | 0.00                    | 0.00                  | 0.00                     | \$0.00                 | \$0.00               | (150.00)      |
| 628.2002                          | G    | EROSION MAT CLASS 1 TYPE A                                          | SY   | 100          | \$2.00      | \$200.00     | 0.00                    | 0.00                  | 0.00                     | \$0.00                 | \$0.00               | (200.00)      |
| 628.7560                          | G    | TRACKING PAD                                                        | EACH | 2            | \$500.00    | \$1,000.00   | 2.00                    | 0.00                  | 2.00                     | \$0.00                 | \$1,000.00           | 0.00          |
| 629.0210                          | G    | FERTILIZER TYPE B                                                   | CWT  | 4            | \$60.00     | \$240.00     | 4.00                    | 0.00                  | 4.00                     | \$0.00                 | \$240.00             | 0.00          |
| 630.0140                          | G    | SEEDING MIXTURE NO. 40                                              | LBS  | 200          | \$6.80      | \$1,360.00   | 200.00                  | 0.00                  | 200.00                   | \$0.00                 | \$1,360.00           | 0.00          |
| 643.0100                          | G    | TRAFFIC CONTROL (PROJECT)                                           | EACH | 1            | \$6,000.00  | \$6,000.00   | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$6,000.00           | 0.00          |
| 645.0140                          | R    | GEOTEXTILE FABRIC TYPE SAS                                          | SY   | 11010        | \$1.05      | \$11,560.50  | 11500.00                | 0.00                  | 11500.00                 | \$0.00                 | \$12,075.00          | 514.50        |
| 690.0150                          | R    | SAWING ASPHALT                                                      | LF   | 745          | \$2.75      | \$2,048.75   | 639.00                  | 0.00                  | 639.00                   | \$0.00                 | \$1,757.25           | (291.50)      |
| 690.0250                          | R    | SAWING CONCRETE                                                     | LF   | 519          | \$2.75      | \$1,427.25   | 484.00                  | 0.00                  | 484.00                   | \$0.00                 | \$1,331.00           | (96.25)       |
| SUBTOTAL SCHEDULE A               |      |                                                                     |      |              |             | \$563,922.25 |                         |                       |                          | \$67,697.71            | \$570,804.21         |               |
| SCHEDULE B - STORM SEWER DIVISION |      |                                                                     |      |              |             |              |                         |                       |                          |                        |                      |               |
| 204.0210                          | ST   | REMOVING MANHOLES                                                   | EACH | 16           | \$350.00    | \$5,600.00   | 10.00                   | 0.00                  | 10.00                    | \$0.00                 | \$3,500.00           | (2100.00)     |
| 204.0220                          | ST   | REMOVING INLETS                                                     | EACH | 17           | \$195.00    | \$3,315.00   | 17.00                   | 0.00                  | 17.00                    | \$0.00                 | \$3,315.00           | 0.00          |
| 204.0245                          | ST   | REMOVING STORM SEWER PIPE                                           | LF   | 1569         | \$8.00      | \$12,552.00  | 1569.00                 | 0.00                  | 1569.00                  | \$0.00                 | \$12,552.00          | 0.00          |
| 204.0270                          | ST   | ABANDON STORM SEWER 30-INCH                                         | EACH | 2            | \$500.00    | \$1,000.00   | 2.00                    | 0.00                  | 2.00                     | \$0.00                 | \$1,000.00           | 0.00          |
| 209.0100                          | ST   | SPECIAL BACKFILL GRANULAR                                           | CY   | 300          | \$11.00     | \$3,300.00   | 0.00                    | 0.00                  | 0.00                     | \$0.00                 | \$0.00               | (3300.00)     |
| 520.8000                          | ST   | STORM SEWER CONNECTION                                              | EACH | 8            | \$450.00    | \$3,600.00   | 8.00                    | 0.00                  | 8.00                     | \$0.00                 | \$3,600.00           | 0.00          |
| 608.0110                          | ST   | PVC STORM SEWER SDR-35 - 10-INCH                                    | LF   | 41           | \$32.50     | \$1,332.50   | 41.00                   | -11.00                | 30.00                    | -\$357.50              | \$975.00             | (357.50)      |
| 608.0212                          | ST   | STORM SEWER PIPE REINFORCED CONCRETE CL III - 12- INCH              | LF   | 401          | \$31.75     | \$12,731.75  | 401.00                  | 11.00                 | 412.00                   | \$349.25               | \$13,081.00          | 349.25        |
| 608.0215                          | ST   | STORM SEWER PIPE REINFORCED CONCRETE CL III - 15- INCH              | LF   | 73.00        | \$38.95     | \$2,843.35   | 73.00                   | 2.00                  | 75.00                    | \$77.90                | \$2,921.25           | 77.90         |
| 608.0218                          | ST   | STORM SEWER PIPE REINFORCED CONCRETE CL III - 18- INCH              | LF   | 30           | \$42.50     | \$1,275.00   | 30.00                   | 0.00                  | 30.00                    | \$0.00                 | \$1,275.00           | 0.00          |
| 608.0224                          | ST   | STORM SEWER PIPE REINFORCED CONCRETE CL III - 24- INCH              | LF   | 62           | \$55.00     | \$3,410.00   | 62.00                   | 2.00                  | 64.00                    | \$110.00               | \$3,520.00           | 110.00        |
| 608.0230                          | ST   | STORM SEWER PIPE REINFORCED CONCRETE CL III - 30- INCH              | LF   | 840          | \$67.00     | \$56,280.00  | 821.00                  | 0.00                  | 821.00                   | \$0.00                 | \$55,007.00          | (1273.00)     |
| 608.2324                          | ST   | STORM SEWER PIPE REINFORCED CONCRETE CL III - ELLIPTICAL 24X38-INCH | LF   | 348          | \$91.00     | \$31,668.00  | 348.00                  | 1.00                  | 349.00                   | \$91.00                | \$31,759.00          | 91.00         |
| 611.1230                          | ST   | CATCH BASIN 2'X3' WITH CASTING                                      | EACH | 11           | \$1,500.00  | \$16,500.00  | 11.00                   | 0.00                  | 11.00                    | \$0.00                 | \$16,500.00          | 0.00          |
| 611.2002.5                        | ST   | MANHOLES 30-INCH DIAMETER WITH CASTING                              | EACH | 1            | \$1,100.00  | \$1,100.00   | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$1,100.00           | 0.00          |
| 611.2004                          | ST   | MANHOLES 48-INCH DIAMETER WITH CASTING                              | EACH | 3            | \$1,250.00  | \$3,750.00   | 3.00                    | 0.00                  | 3.00                     | \$0.00                 | \$3,750.00           | 0.00          |
| 611.2005                          | ST   | MANHOLES 60-INCH DIAMETER WITH CASTING                              | EACH | 2            | \$2,100.00  | \$4,200.00   | 2.00                    | 0.00                  | 2.00                     | \$0.00                 | \$4,200.00           | 0.00          |
| 611.2006                          | ST   | MANHOLES 72-INCH DIAMETER WITH CASTING                              | EACH | 9            | \$2,900.00  | \$26,100.00  | 9.00                    | 0.00                  | 9.00                     | \$0.00                 | \$26,100.00          | 0.00          |
| 612.0406                          | ST   | PIPE UNDERDRAIN WRAPPED 4-INCH                                      | LF   | 4098         | \$5.50      | \$22,539.00  | 3300.00                 | 0.00                  | 3300.00                  | \$0.00                 | \$18,150.00          | (4389.00)     |
| 628.7015                          | ST   | INLET PROTECTION, TYPE D                                            | EACH | 23           | \$40.00     | \$920.00     | 22.00                   | 0.00                  | 22.00                    | \$0.00                 | \$880.00             | (40.00)       |
| SUBTOTAL SCHEDULE B               |      |                                                                     |      |              |             | \$214,016.60 |                         |                       |                          | \$270.65               | \$203,185.25         |               |
| SCHEDULE C - WATER DIVISION       |      |                                                                     |      |              |             |              |                         |                       |                          |                        |                      |               |
| 209.0100                          | M    | SPECIAL BACKFILL GRANULAR                                           | CY   | 300          | \$10.00     | \$3,000.00   | 0.00                    | 0.00                  | 0.00                     | \$0.00                 | \$0.00               | (3000.00)     |
| 2000.0110                         | M    | REMOVE EXISTING WATERMAIN                                           | LF   | 400          | \$1.00      | \$400.00     | 82.00                   | 0.00                  | 82.00                    | \$0.00                 | \$82.00              | (318.00)      |
| 2000.0115                         | M    | ABANDON EXISTING WATER MAIN                                         | EACH | 18           | \$500.00    | \$9,000.00   | 15.00                   | 0.00                  | 15.00                    | \$0.00                 | \$7,500.00           | (1500.00)     |
| 2000.0120                         | H    | SALVAGE EXISTING HYDRANT                                            | EACH | 4            | \$500.00    | \$2,000.00   | 6.00                    | -2.00                 | 4.00                     | \$0.00                 | \$2,000.00           | 0.00          |
| 2000.0125                         | M    | PROVIDE, INSTALL, MAINTAIN AND REMOVE TEMPORARY WATER SERVICE       | LS   | 1            | \$2,500.00  | \$2,500.00   | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$2,500.00           | 0.00          |
| 2000.0206                         | M    | WATER MAIN PVC C900 PIPE 6-INCH                                     | LF   | 85           | \$35.00     | \$2,975.00   | 85.00                   | -5.00                 | 80.00                    | -\$175.00              | \$2,800.00           | (175.00)      |
| 2000.0208                         | M    | WATER MAIN PVC C900 PIPE 8-INCH                                     | LF   | 460          | \$46.50     | \$21,390.00  | 460.00                  | -27.00                | 433.00                   | -\$1,255.50            | \$20,134.50          | (1255.50)     |
| 2000.0216                         | M    | WATER MAIN PVC C900 16-INCH                                         | LF   | 1805         | \$62.25     | \$112,361.25 | 1805.00                 | -9.00                 | 1796.00                  | -\$560.25              | \$111,801.00         | (560.25)      |
| 2000.0306                         | H    | GATE VALVE AND BOX, 6-INCH (HYDRANT)                                | EACH | 4            | \$1,450.00  | \$5,800.00   | 4.00                    | 0.00                  | 4.00                     | \$0.00                 | \$5,800.00           | 0.00          |
| 2000.0308                         | M    | GATE VALVE AND BOX, 8-INCH                                          | EACH | 9            | \$1,750.00  | \$15,750.00  | 9.00                    | 0.00                  | 9.00                     | \$0.00                 | \$15,750.00          | 0.00          |
| 2000.0316                         | M    | GATE VALVE AND BOX, 16-INCH                                         | EACH | 3            | \$7,000.00  | \$21,000.00  | 5.00                    | 0.00                  | 5.00                     | \$0.00                 | \$35,000.00          | 14000.00      |
| 2000.0400                         | H    | FIRE HYDRANT                                                        | EACH | 4            | \$3,250.00  | \$13,000.00  | 4.00                    | 0.00                  | 4.00                     | \$0.00                 | \$13,000.00          | 0.00          |
| 2000.0501                         | SRVC | WATER SERVICE 1-INCH TYPE K COPPER                                  | LF   | 288          | \$30.00     | \$8,640.00   | 288.00                  | -11.00                | 277.00                   | -\$330.00              | \$8,310.00           | (330.00)      |
| 2000.0504                         | SRVC | WATER SERVICE PVC C900 4-INCH                                       | LF   | 23           | \$32.00     | \$736.00     | 23.00                   | 0.00                  | 23.00                    | \$0.00                 | \$736.00             | 0.00          |
| 2000.0601                         | SRVC | CORPORATION STOP 1-INCH                                             | EACH | 10           | \$230.00    | \$2,300.00   | 11.00                   | 0.00                  | 11.00                    | \$0.00                 | \$2,530.00           | 230.00        |
| 2000.0701                         | SRVC | CURB STOP AND BOX 1-INCH                                            | EACH | 10           | \$195.00    | \$1,950.00   | 11.00                   | 0.00                  | 11.00                    | \$0.00                 | \$2,145.00           | 195.00        |
| 2000.0800                         | H    | 8"X8"x6" DUCTILE IRON TEE (HYDRANT)                                 | EACH | 4            | \$525.00    | \$2,100.00   | 4.00                    | 0.00                  | 4.00                     | \$0.00                 | \$2,100.00           | 0.00          |
| 2000.0801                         | SRVC | 16"16"x4" DUCTILE IRON TEE                                          | EACH | 1            | \$1,750.00  | \$1,750.00   | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$1,750.00           | 0.00          |
| 2000.0802                         | M    | 16"X16"x6" DUCTILE IRON TEE                                         | EACH | 1            | \$1,625.00  | \$1,625.00   | 1.00                    | 0.00                  | 1.00                     | \$0.00                 | \$1,625.00           | 0.00          |
| 2000.0803                         | M    | 16"X16"x8"x8" DUCTILE IRON CROSS                                    | EACH | 4            | \$1,900.00  | \$7,600.00   | 4.00                    | 0.00                  | 4.00                     | \$0.00                 | \$7,600.00           | 0.00          |
| 2000.0804                         | M    | 16"X16"x8" DUCTILE IRON TEE                                         |      | 1            | \$1,685.00  | \$1,685.00   | 2.00                    | 0.00                  | 2.00                     | \$0.00                 | \$3,370.00           | 1685.00       |

| PAY ITEM                             |      | ITEM DESCRIPTION                               | UNIT | BID QUANTITY | UNIT PRICE | TOTAL PRICE    | QTY. PREV. PAY REQUEST | QTY. THIS PAY REQUEST | TOTAL COMPLETED QUANTITY | TOTAL THIS PAY REQUEST | TOTAL WORK COMPLETED | QTY VARUANCES |
|--------------------------------------|------|------------------------------------------------|------|--------------|------------|----------------|------------------------|-----------------------|--------------------------|------------------------|----------------------|---------------|
| 2000.0900                            | SRVC | CONNECT TO EXISTING WATER MAIN                 | EACH | 11           | \$950.00   | \$10,450.00    | 13.00                  | 0.00                  | 13.00                    | \$0.00                 | \$12,350.00          | 1900.00       |
| 2000.0901                            | M    | CONNECT TO EXISTING WATER SERVICE              | EACH | 12           | \$150.00   | \$1,800.00     | 9.00                   | 0.00                  | 9.00                     | \$0.00                 | \$1,350.00           | (450.00)      |
| SUBTOTAL SCHEDULE C                  |      |                                                |      |              |            | \$249,812.25   |                        |                       |                          | -\$2,320.75            | \$260,233.50         |               |
| SCHEDULE D - SIDEWALK DIVISION       |      |                                                |      |              |            |                |                        |                       |                          |                        |                      |               |
| 204.0155                             | W    | REMOVING CONCRETE SIDEWALK                     | SF   | 5636         | \$0.55     | \$3,099.80     | 6973.00                | 0.00                  | 6973.00                  | \$0.00                 | \$3,835.15           | 735.35        |
| 205.0100                             | W    | EXCAVATION COMMON                              | CY   | 275          | \$8.00     | \$2,200.00     | 275.00                 | 0.00                  | 275.00                   | \$0.00                 | \$2,200.00           | 0.00          |
| 305.0110                             | W    | BASE AGGREGATE DENSE 3/4-INCH                  | TON  | 450          | \$15.00    | \$6,750.00     | 584.89                 | 0.00                  | 584.89                   | \$0.00                 | \$8,773.35           | 2023.35       |
| 602.0404                             | W    | CONCRETE SIDEWALK 4-INCH                       | SF   | 10283        | \$4.65     | \$47,815.95    | 9637.00                | 1000.00               | 10637.00                 | \$4,650.00             | \$49,462.05          | 1646.10       |
| 602.0406                             | W    | CONCRETE SIDEWALK 6-INCH                       | SF   | 433          | \$5.25     | \$2,273.25     | 252.00                 | 0.00                  | 252.00                   | \$0.00                 | \$1,323.00           | (950.25)      |
| 602.0408                             | W    | CONCRETE SIDEWALK 8-INCH                       | SF   | 830          | \$6.50     | \$5,395.00     | 785.00                 | 0.00                  | 785.00                   | \$0.00                 | \$5,102.50           | (292.50)      |
| 602.0505                             | W    | CURB RAMP DETECTABLE WARNING FIELD (UNPAINTED) | SF   | 280          | \$40.00    | \$11,200.00    | 272.00                 | 0.00                  | 272.00                   | \$0.00                 | \$10,880.00          | (320.00)      |
| SUBTOTAL SCHEDULE D                  |      |                                                |      |              |            | \$78,734.00    |                        |                       |                          | \$4,650.00             | \$81,576.05          |               |
| SCHEDULE E - SANITARY SEWER DIVISION |      |                                                |      |              |            |                |                        |                       |                          |                        |                      |               |
| 209.0100                             | S    | SPECIAL BACKFILL GRANULAR                      | CY   | 100          | \$10.00    | \$1,000.00     | 0.00                   | 100.00                | 100.00                   | \$1,000.00             | \$1,000.00           | 0.00          |
| 3000.0110                            | S    | REMOVE EXISTING SANITARY SEWER MAIN            | LF   | 496          | \$2.00     | \$992.00       | 496.00                 | 0.00                  | 496.00                   | \$0.00                 | \$992.00             | 0.00          |
| 3000.0115                            | S    | REMOVE EXISTING SANITARY SEWER MANHOLE         | EACH | 6            | \$250.00   | \$1,500.00     | 6.00                   | 0.00                  | 6.00                     | \$0.00                 | \$1,500.00           | 0.00          |
| 3000.0120                            | S    | SANITARY SEWER PIPE 8-INCH PVC SDR 35          | LF   | 370          | \$35.00    | \$12,950.00    | 370.00                 | 0.00                  | 370.00                   | \$0.00                 | \$12,950.00          | 0.00          |
| 3000.0125                            | S    | SANITARY SEWER PIPE 10-INCH PVC SDR 36         | LF   | 125          | \$41.00    | \$5,125.00     | 125.00                 | 0.00                  | 125.00                   | \$0.00                 | \$5,125.00           | 0.00          |
| 3000.0130                            | S    | SANITARY SEWER MANHOLE TYPE B WITH CASTING     | EACH | 6            | \$2,740.00 | \$16,440.00    | 6.00                   | 0.00                  | 6.00                     | \$0.00                 | \$16,440.00          | 0.00          |
| 3000.0135                            | S    | SANITARY SEWER WYE, 8-INCH BY 6-INCH           | EACH | 1            | \$275.00   | \$275.00       | 1.00                   | 0.00                  | 1.00                     | \$0.00                 | \$275.00             | 0.00          |
| 3000.0140                            | S    | SANITARY SEWER SERVICE 6-INCH                  | LF   | 8            | \$40.00    | \$320.00       | 8.00                   | 1.00                  | 9.00                     | \$40.00                | \$360.00             | 40.00         |
| 3000.0145                            | S    | CONNECT TO EXISTING SANITARY SEWER MAIN        | EACH | 12           | \$500.00   | \$6,000.00     | 12.00                  | 0.00                  | 12.00                    | \$0.00                 | \$6,000.00           | 0.00          |
| SUBTOTAL SCHEDULE E                  |      |                                                |      |              |            | \$44,602.00    |                        |                       |                          | \$1,040.00             | \$44,642.00          |               |
|                                      |      |                                                |      |              |            |                |                        |                       |                          |                        |                      |               |
| TOTAL SCHEDULE A-E                   |      |                                                |      |              |            | \$1,151,087.10 |                        |                       |                          | \$71,337.61            | \$1,160,441.01       | 9353.91       |

|  |    |  |                                    |                     |                                                                        |                |             |  |
|--|----|--|------------------------------------|---------------------|------------------------------------------------------------------------|----------------|-------------|--|
|  | S  |  | CODING                             | CHANGE ORDERS       |                                                                        |                |             |  |
|  | ST |  | S                                  | 1A                  | UNKNOWN UTILITY CAUSED SANITARY SEWER INSTALL DELAY                    | \$947.50       |             |  |
|  | W  |  | ST                                 | 1B                  | WATER MAIN SHUT DOWN DELAY                                             | \$2,280.00     |             |  |
|  | ST |  | W                                  | 1C                  | REPAIR UNKNOWN WATER SERVICE TIME AND MATERIALS                        | \$610.00       |             |  |
|  | W  |  | ST                                 | 1D                  | UNKNOWN UTILITY CAUSED STORM SEWER INSTALL DELAY                       | \$430.00       |             |  |
|  | ST |  | W                                  | 1D                  | SHIPPING CHARGES FOR ADDITIONAL 16" VALVES NOT IN BID                  | \$625.00       |             |  |
|  | ST |  | ST                                 | 2A                  | DRIVEWAY STYLE INLET FRAM AND GRATE STATION 6+71                       | \$955.45       |             |  |
|  | ST |  | ST                                 | 2B                  | RELOCATE INLET BOX AT STATION 19+80                                    | \$1,272.50     |             |  |
|  | R  |  | R                                  | 2C                  | ADDITONAL TIME WORKING AROUND SHALLOW GAS MAIN                         | \$760.00       |             |  |
|  | ST |  | ST                                 | 2D                  | REMOVE AND ABANDON UNKNOWN STORM SEWER PIPE                            | \$625.00       |             |  |
|  | R  |  | R                                  | 2E                  | REMOVE ASPHALT PAVEMENT 600 BLOCK (480 SY@\$3.75/SF)                   | \$1,800.00     |             |  |
|  | M  |  | M                                  | 3A                  | 4" GATE VALVE FOR KWIK TRIP SERVICE & 6" GATE VALVE FOR FIRE DEPT SERV | \$4,370.00     |             |  |
|  | S  |  | S                                  | 3B                  | CONCRETE SIDEWALK DEDUCT                                               | -\$1,800.00    |             |  |
|  | ST |  | ST                                 | 3C                  | MANHOLE CASITING SPECIAL ADJUSTMENT RISERS                             | \$900.00       |             |  |
|  | ST |  | ST                                 | 3D                  | RAISE EXISTING STORM SEWER MANHOLE AT 3RD AVE E                        | \$200.00       |             |  |
|  |    |  |                                    |                     |                                                                        |                |             |  |
|  |    |  |                                    | TOTAL CHANGE ORDERS |                                                                        |                | \$13,975.45 |  |
|  |    |  | TOTAL COMPLETED AND STORED TO DATE |                     |                                                                        | \$1,174,416.46 |             |  |

\$5,412.95

\$5,412.95

**SUBJECT:** Approve a Resolution to Accept the Workmanship of Ashland Construction, Inc. and Approval of the Final Payment for the 2019 Maslowski Beach Re-Design Green Infrastructure and Parking Lot Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Director of Public Works  
Director of Parks and Recreation  
Finance Department

**EXHIBITS:** 1. Proposed Resolution  
2. Application for Payment No. 1 - Final  
3. Final Construction Report

**EXPENDITURES REQUIRED:** Final Payment Due: **\$146,047.65**

\$ 145,045.00 - Green Infrastructure & Parking Lot Improvements  
\$ 2,245.00 - Change Orders  
\$ -1,242.35 - Quantity Variances  
**\$146,047.65 - TOTAL FINAL PROJECT COST**

**AMOUNT BUDGETED:** \$ 146,595.10 Base Bid  
\$ 14,659.00 Contingency (10%)  
**\$ 161,254.00 Total Budgeted (EPA Grant & Fund CP 481)**

**APPROPRIATION REQUIRED:** N/A

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on November 13, 2019, that Ashland Construction, Inc of Ashland, WI, 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:**

On July 9, 2019, the Ashland Common Council approved awarding the contract for this project to the low bidder, Ashland Construction, Inc. The completed construction work at Maslowski Beach included the installation of green infrastructure for stormwater treatment and conveyance and the replacement of the existing asphalt parking lot. Ashland Construction completed their work in and around the existing parking lot on the east side of the park. Additional improvements on the west side of the park were completed by City staff. Federal EPA grant funding applied to this contract is \$120,000.

The Public Works Department recommends approval of the attached resolution to accept the workmanship of Ashland Construction, Inc and for the City to make the final payment due on the 2019 Maslowski Beach Re-Design Green Infrastructure and Parking Lot Project.

**RESOLUTION TO ACCEPT THE WORKMANSHIP OF ASHLAND CONSTRUCTION, INC. AND APPROVAL OF FINAL PAYMENT FOR THE MASLOWSKI BEACH RE-DESIGN GREEN INFRASTRUCTURE AND PARKING LOT PROJECT**

**WHEREAS**, the City of Ashland, hereinafter referred to as the City, and ASHLAND CONSTRUCTION, INC, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 481201601 MASLOWSKI BEACH RE-DESIGN GREEN INFRASTRUCTURE and PARKING LOT** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of \$145,045.00; and,

**WHEREAS**, said total final contract price has been determined to be \$146,047.65 as computed by the City Engineering Department using actual quantities as measured, change orders, additions, and deletions to the contract, and contract unit prices; and,

**WHEREAS**, the Contractor has completed all of the work set out in the specifications; and,

**WHEREAS**, John Butler, Director of Public Works, has submitted a final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account of work completed and retainage in the amount of \$0.00.

**NOW, THEREFORE, BE IT RESOLVED** that the recommendation and report prepared by the City Engineering Department be accepted.

**BE IT FURTHER RESOLVED** that the City of Ashland does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Ashland hereby reserves, if any, and subject to the right of the City of Ashland to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Ashland as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

**BE IT FURTHER RESOLVED** that the City, through its proper officials, issues its voucher in the sum of \$146,047.65 to the Contractor in full and final payment of the City's obligations under this contract.

Passed and Adopted this December 3, 2019

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Denise Oliphant, City Clerk

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

*Approved as to Form*

\_\_\_\_\_  
Tyler S. Wickman, City Attorney

## APPLICATION FOR PAYMENT NO.

1 (FINAL)

To: City of Ashland (Owner)

From: Ashland Construction, Inc. (Contractor)

Project: Maslowski Beach Re-Design Green Infrastructure + Parking Lot

For Work Period: From: October 21, 2019 Thru: November 18, 2019

|    |                                                                          |        |                     |
|----|--------------------------------------------------------------------------|--------|---------------------|
| 1. | Original Contract Price:                                                 |        | \$145,045.00        |
| 2. | a) Net change by Change Orders and Written Amendments (+ or -)           |        | \$2,245.00          |
|    | b) Net change by Quantity Variances (+ or -)                             |        | -\$1,242.35         |
| 3. | Current Contract Price (Line 1 plus Line 2):                             |        | \$146,047.65        |
| 4. | Total completed and stored to date:                                      |        | <b>\$146,047.65</b> |
| 5. | Retainage (per Agreement):                                               |        |                     |
|    | 0.00% of completed Work:                                                 | \$0.00 |                     |
|    | 0.0% of stored material:                                                 | \$0.00 |                     |
|    | Total Retainage:                                                         |        | <b>\$0.00</b>       |
| 6. | Total completed and stored to date less retainage (Line 4 minus Line 5): |        | \$146,047.65        |
| 7. | Less previous Payments:                                                  |        | \$0.00              |
| 8. | <b>DUE THIS APPLICATION (6 MINUS 7):</b>                                 |        | <b>\$146,047.65</b> |

Accompanying Documents:  
Itemization of Quantities

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_

By: David McCabe, Owner

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_

By: John Butler; Director of Public Works

Dated \_\_\_\_\_

By: Brant Kucera, City Administrator

Dated \_\_\_\_\_

By: Debra Lewis, Mayor

Dated \_\_\_\_\_

By: Barbara Clement, Comptroller

Dated \_\_\_\_\_

By: Denise Oliphant, City Clerk

**Maslowski Beach Re-Design Green Infrastructure + Parking Lot**

PAY REQUEST NO. 1 (FINAL)

PAY PERIOD: OCTOBER 21, 2019 - NOVEMBER 18, 2019

| BID                                                                     |                                          |      |                 | ASHLAND<br>CONSTRUCTION |              | PAY REQUEST CALCULATION   |                          |                                |                           |                         |
|-------------------------------------------------------------------------|------------------------------------------|------|-----------------|-------------------------|--------------|---------------------------|--------------------------|--------------------------------|---------------------------|-------------------------|
| PAY ITEM                                                                | ITEM DESCRIPTION                         | UNIT | BID<br>QUANTITY | UNIT PRICE              | TOTAL PRICE  | QTY. PREV. PAY<br>REQUEST | QTY. THIS PAY<br>REQUEST | TOTAL<br>COMPLETED<br>QUANTITY | TOTAL THIS PAY<br>REQUEST | TOTAL WORK<br>COMPLETED |
| 1                                                                       | EROSION CONTROL                          | LS   | 1               | \$3,650.00              | \$3,650.00   | 0.00                      | 1.00                     | 1.00                           | \$3,650.00                | \$3,650.00              |
| 2                                                                       | SITE PREPARTION                          | LS   | 1               | \$7,750.00              | \$7,750.00   | 0.00                      | 1.00                     | 1.00                           | \$7,750.00                | \$7,750.00              |
| 3                                                                       | UNCLASSIFIED EXCAVATION                  | LS   | 1               | \$16,000.00             | \$16,000.00  | 0.00                      | 1.00                     | 1.00                           | \$16,000.00               | \$16,000.00             |
| 4                                                                       | 5" ASPHALT PAVING                        | SY   | 1,300           | \$29.00                 | \$37,700.00  | 0.00                      | 1,300.00                 | 1,300.00                       | \$37,700.00               | \$37,700.00             |
| 5                                                                       | 6" CONCRETE SIDEWALK                     | SF   | 600             | \$7.65                  | \$4,590.00   | 0.00                      | 0.00                     | 0.00                           | \$0.00                    | \$0.00                  |
| 6                                                                       | CONTROL STRUCTURE (OVERFLOW WITH GRATES) | LS   | 1               | \$31,865.00             | \$31,865.00  | 0.00                      | 1.00                     | 1.00                           | \$31,865.00               | \$31,865.00             |
| 7                                                                       | TACTILE WARNING SURFACING                | SF   | 50              | \$31.00                 | \$1,550.00   | 0.00                      | 0.00                     | 0.00                           | \$0.00                    | \$0.00                  |
| 8                                                                       | PAVEMENT MARKINGS                        | LS   | 1               | \$1,670.00              | \$1,670.00   | 0.00                      | 0.00                     | 0.00                           | \$0.00                    | \$0.00                  |
| 9                                                                       | DENSE GRADED AGGREGATE BASE COURSE       | TON  | 710             | \$16.50                 | \$11,715.00  | 0.00                      | 785.27                   | 785.27                         | \$12,956.96               | \$12,956.96             |
| 10                                                                      | OPEN GRADED BASE                         | TON  | 100             | \$39.00                 | \$3,900.00   | 0.00                      | 102.30                   | 102.30                         | \$3,989.70                | \$3,989.70              |
| 11                                                                      | RIPRAP                                   | TON  | 525             | \$36.00                 | \$18,900.00  | 0.00                      | 631.00                   | 631.00                         | \$22,716.00               | \$22,716.00             |
| 12                                                                      | SIGNAGE - SALVAGE & REINSTALL            | LS   | 1               | \$1,000.00              | \$1,000.00   | 0.00                      | 0.00                     | 0.00                           | \$0.00                    | \$0.00                  |
| 13                                                                      | BIORETENTION SOIL MIX                    | CY   | 168             | \$40.00                 | \$6,720.00   | 0.00                      | 90.00                    | 90.00                          | \$3,600.00                | \$3,600.00              |
| 14                                                                      | TOPSOIL - SPREADING & FINE GRADING       | LS   | 1               | \$3,575.00              | \$3,575.00   | 0.00                      | 1.00                     | 1.00                           | \$3,575.00                | \$3,575.00              |
| 15                                                                      | TURF SEEDING                             | SY   | 750             | \$3.00                  | \$2,250.00   | 0.00                      | 0.00                     | 0.00                           | \$0.00                    | \$0.00                  |
| 16                                                                      | BIORETENION SEEDING                      | SY   | 255             | \$4.00                  | \$1,020.00   | 0.00                      | 0.00                     | 0.00                           | \$0.00                    | \$0.00                  |
| BID ITEM TOTAL                                                          |                                          |      |                 |                         | \$153,855.00 | TOTALS                    |                          |                                | \$143,802.65              | \$143,802.65            |
| REMOVE ITEMS 5, 7, 8, & 12 PER CONTRACT AWARD (TO BE COMPLETED BY CITY) |                                          |      |                 |                         | -\$8,810.00  |                           |                          |                                |                           |                         |
| AWARDED CONTRACT PRICE                                                  |                                          |      |                 |                         | \$145,045.00 |                           |                          |                                |                           |                         |



# FINAL CONSTRUCTION REPORT

PROJECT: Maslowski Beach Re-Design Green Infrastructure + Parking Lot

SUBSTANTIAL COMPLETION DATE: November 8, 2019

REPORT DATE: November 15, 2019

CONTRACTOR: ASHLAND CONSTRUCTION, INC.

Bid Amount: \$ 145,045.00

Change Orders: \$ 2,245.00

Net Quantity Variances: \$ -1,242.35

**Final Cost: \$ 146,047.66**

The pay quantity items installed on the project were verified. Final measurements were taken as needed to complete the pay estimates. All work pay items have been completed.

I, the Director of Public Works for the City of Ashland, Wisconsin certify that the Contractor has completed all work within their contractual obligation and final payment may be made.

Certified by:  John Butler  
2019.11.22 10:26:14  
-06'00'

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John Butler  
Director of Public Works

**SUBJECT:** Approve an Amendment to Existing Contract with WSP USA Inc. for Wetland Delineation Services on Timeless Timber Site (*Planning*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Planning & Development Department  
Finance Department  
City Attorney

**EXHIBITS:** 1. Timeless Timber Artificial Wetland Proposal 111419  
2. WSP USA Inc. General Services Agreement

**EXPENDITURES REQUIRED:** \$2,500

**AMOUNT BUDGETED:** \$0

**APPROPRIATION REQUIRED:** \$2,500 Fund 413 - TID #9

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on November 26, 2019 that WSP USA Inc. 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:** The proposed contract amendment to include request for exemption of identified wetlands on the Timeless Timber site conforms to the Comprehensive Plan as it will greatly improve the marketability of the site. As one of the largest and most prominently located land holdings that the City owns, it is important that the City position itself to successfully market this property and attract development that will benefit the TIF district, the Highway 2 commercial corridor, and the Ashland community as a whole.

**SUMMARY STATEMENT:**

The City of Ashland solicited qualified bids for professional services to complete wetland delineation of the City-owned Timeless Timber site and contracted with WSP USA (approved by Council on August 27, 2019). The original contract was in the amount of \$4,000. Delineation has been completed, and several wetlands have been identified on the site. The wetlands were most likely created through the demolition of the former

Timeless Timber building, and therefore could possibly be exempted from jurisdiction by the WDNR and Army Corps. The proposed contract amendment would authorize WSP USA to complete and submit the paperwork involved in filing for an exemption of artificial wetlands with the WDNR and determination that the wetlands are non-jurisdictional to the Army Corps of Engineers (see attached proposal). If the exemptions are approved, this will greatly bring down the cost of redevelopment of the site and therefore make it more attractive to potential developers.



November 14, 2019

Ms. Megan McBride  
City of Ashland  
601 Main Street West  
Ashland, WI 54806

Subject: Amendment to General Services Agreement for Wetland Delineation – Timeless Timber  
Artificial Wetland Exemption Determination – Timeless Timber

Dear Ms. McBride:

Thank you for providing WSP USA (WSP) the opportunity to offer an amendment to the above referenced project. The previous wetland delineation completed by WSP identified several wetlands that appear to be artificially created by human modifications to the landscape. The following scope of work is for completion of a WDNR Artificial Wetland Exemption Determination and a US Army Corps of Engineers Approved Jurisdictional Determination. Site wetlands determined to be artificial wetlands may qualify for permitting exemptions.

**Artificial Wetland Determination:**

- Complete a desktop review of available background information to include: Historic Aerial Photographs, Original Land Survey, Bordner Survey, Historic USGS Topographic Maps, and County Soil Survey Maps.
- Complete a narrative from a qualified professional explaining how the wetlands meet the artificial wetland exemption criteria.
- Provide evidence/documentation that the wetland area does not provide fish spawning habitat.
- Prepare a report including findings, maps, and all supporting information in accordance with the Wisconsin Department of Natural Resources guidelines. Submit the report to WDNR.
- Request an Approved Jurisdictional Determination from the US Army Corps of Engineers.

The fixed fee cost to complete the above scope of work is **\$2,500.00**. This scope of work will be performed as an amendment to the existing General Services agreement between WSP and the City of Ashland dated September 10<sup>th</sup>, 2019. If you have any questions or would like additional information, please contact me at 218-206-1418.

Sincerely,

Robert D. Peterson, PG, PWS  
Senior Environmental Scientist

Kenneth D. Kyta, PE  
Senior Vice President

WSP USA  
302 West Superior Street, Suite 70  
Duluth, MN 55802

Tel.: +1 218-336-2280  
wsp.com



## GENERAL SERVICES AGREEMENT

### TERMS AND CONDITIONS

WSP USA Inc., a New York State general business corporation whose registered office is at One Penn Plaza, 2<sup>nd</sup> Floor, 250 W 34th Street, New York, New York 10119 ("WSP"), and City of Ashland, ("Client") hereby agree as follows this 10<sup>th</sup> day of September, 2019.

- 1 PURPOSE OF AGREEMENT** – WSP is in the business of providing professional management and consulting services in the fields of environmental, health and safety strategies and compliance; contaminated site solutions; sustainability and energy; planning and ecosystem protection; and digital solutions. Client is retaining WSP to provide the services described in WSP's proposal to Client dated August 21st, 2019 (Wetland Delineation – Timeless Timber "Services").

The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by WSP to be commercially sensitive should not be released by the Client to any other party without WSP's prior written consent unless required by law.

- 2 COMPENSATION** – Client will pay WSP for the Services on fixed fee basis as described in WSP's proposal to Client dated August 21st, 2019 (Wetland Delineation – Timeless Timber "Services").

Reimbursable and subcontractor expenses are charged at cost plus a 15 percent (15%) administrative/carrying fee. WSP's equipment is charged at a standard daily rate. There is no additional charge for use of in-house computers for analytical calculations, word processing, modeling, or Computer Aided Design and Drafting (CADD). Geographic Information Systems (GIS) use is charged at \$25 per hour. A 1.5 multiplier is applied to all labor rates for depositions, response to Subpoenas, and expert testimony.

All monies due to WSP shall be paid in US \$ (Dollars) unless specifically detailed otherwise. Client shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of or construction on property contemplated by this Agreement.

- 3 ACCESS TO INFORMATION** – Before the commencement of Services and continuing thereafter, Client shall immediately notify WSP of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by WSP or its subcontractors, with particular reference to hazardous substances or conditions. Client shall provide WSP with all relevant data and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas. Furthermore, promptly on request by WSP, Client shall provide WSP and its subcontractors with all information, requirements, reports, data, surveys, and instructions, and access to all premises within Client's control that WSP may reasonably request to perform the Services. WSP may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. WSP shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

WSP USA  
Suite 410  
750 Holiday Drive  
Pittsburgh, PA 15220

Tel.: +1 412 604-1040  
Fax: +1 412 920-7455  
wsp.com



- 4 INDEPENDENT CONTRACTOR STATUS** – WSP shall provide the Services solely as an independent contractor, and nothing in this Agreement shall create or be construed to constitute any relationship of joint venture, partnership, or agency. Except as otherwise provided herein, WSP shall not be subject to the control or direction of the Client in performing the Services.
- 5 PROFESSIONAL STANDARDS, CERTIFICATIONS, GUARANTEES AND WARRANTIES** – WSP shall in the performance of the Services exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.

WSP shall not be required to sign any documents, no matter by whom requested, that would result in WSP having to certify, guarantee or warrant the existence of conditions whose existence WSP cannot ascertain. Client also agrees not to make resolution of any dispute with WSP or payment of any amount due to WSP in any way contingent upon WSP's signing any such certification.

- 6 REPORTING OBLIGATIONS** – In states where there is a legal obligation for a licensed professional (employed by WSP) or WSP as a company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, WSP shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.
- 7 NO THIRD PARTY RIGHTS** – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or WSP. WSP's report is issued solely for the benefit of Client for the purposes specified in this Agreement and should not be relied on by third parties or for other purposes without the express written consent of WSP.

If Client desires to release, or for WSP to provide its report(s) to a third party not described above for that party's reliance, WSP may agree to such release provided WSP receives written acceptance (e.g., a "limited third-party reliance agreement" to be furnished by WSP). Client acknowledges and agrees to inform such third party that WSP's report(s) reflect conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such release creates a potential conflict of interest for WSP and by this request Client waives any such claim if WSP complies with the request.

- 8 DISPOSAL OF CONTAMINATED MATERIAL** – WSP is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified as part of Services, and WSP shall not be responsible to undertake or arrange for the handling, removal, treatment, storage, transportation, or disposal of hazardous substances or constituents found or identified as part of Services unless otherwise specified in a separate Agreement or addendum to this Agreement. In any event, WSP shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.
- 9 BUDGETARY ESTIMATIONS** – Unless specifically stated to the contrary, any budgetary opinion or estimate offered by WSP, exclusive of written proposals signed by authorized representatives of WSP, is to be regarded by the Client as broad guidance only. WSP is not liable for any deviation from such budgetary opinions or estimates whatsoever.
- 10 OWNERSHIP** – All intellectual property rights and copyright associated with WSP's services shall remain vested in and the property of WSP. A specific license for use may be granted by WSP. Any such license will be strictly limited to issues associated with the project or the Services. WSP will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to WSP, such license is agreed by the parties to be immediately withdrawn and revoked.

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by WSP as instruments of service shall remain the property of WSP. WSP shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. For Wetland Delineation Reports, the Client will have full rights to the final report and attachments to utilize for future publications and requests for proposals on the property.





- 11 INDEMNIFICATION BY CLIENT** – To the fullest extent permitted by law, Client shall indemnify and hold harmless WSP and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the Services of WSP or any claims against WSP arising from the acts, omissions, or work of others. To the fullest extent permitted by law, such indemnification applies regardless of the fault, negligence, breach of warranty or contract, or strict liability of WSP; however, that such indemnification shall not apply to the extent such claims, damages, losses, or expenses are fully determined (e.g., by litigation or arbitration) to result from the negligence or willful disregard by WSP of its obligations under this Agreement. Under no circumstances shall Client be required to defend or indemnify WSP for claims caused or alleged to be caused in whole or in part by the acts or omissions of WSP or other third parties for whom the Client is not responsible.
- 12 INDEMNIFICATION BY WSP** – To the fullest extent permitted by law, WSP shall indemnify and hold harmless Client and its agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the Services of WSP or any claims against Client arising from the acts, omissions, or work of WSP subsidiaries, affiliates or subcontractors. To the fullest extent permitted by law, such indemnification applies regardless of the fault, negligence, breach of warranty or contract, or strict liability of Client provided; however, that such indemnification shall not apply to the extent such claims, damages, losses, or expenses are fully determined (e.g., by litigation or arbitration) to result from the negligence or willful disregard by Client of its obligations under this Agreement. Under no circumstances shall WSP be required to defend or indemnify Client for claims caused or alleged to be caused in whole or in part by the acts or omissions of the Client or other third parties for whom WSP is not responsible. All indemnity by WSP above is subject to Article 14: Limitation of Liability.
- 13 HAZARDOUS SUBSTANCES INDEMNITY – Not Applicable to this Project.**
- 14 LIMITATION OF LIABILITY** – Client agrees that to the fullest extent permitted by law, WSP's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any cause or causes, including but not limited to WSP's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by WSP for services pursuant to this agreement or the amount of WSP's insurance provided pursuant to this Agreement. WSP shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.

WSP's liability for any claims shall be further limited to such sum as it would be just and equitable for WSP to pay having regard to the extent of WSP's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- a all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to WSP in respect of the carrying out of their obligations, and
- b there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and
- c all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, site investigation activities may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology,



methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and WSP's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for WSP's agreement to perform the Services on the terms and at the price stated herein CLIENT SPECIFICALLY AGREES THAT WSP's LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

- 15 CONFIDENTIALITY** – WSP will keep, and will cause to be kept, secret and confidential all Confidential Business Information except as provided in the paragraph below, and will use such Confidential Business Information solely for purposes related to WSP's performance of Services for the Client.

WSP may disclose Confidential Business Information to any employee or agent of WSP, or any subcontractor of WSP, provided that such employee, agent, or subcontractor shall have a reasonable need to know such Confidential Business Information in connection with his, her, or its performance of services relating to WSP's Services for the Client.

As used in this Agreement, "Confidential Business Information" shall mean information that has not been made public or that was not previously known to WSP through sources other than the Client and that concerns or relates to the Client's trade secrets; processes; operations; style or work; apparatus; production; sales; shipments; purchases; transfers; identification of customers; inventories; amount or source of any income, profits, losses, or expenditures; or other information of commercial value, disclosure of which information could harm the Client. Information that subsequently becomes public or subsequently becomes known to WSP through sources other than the Client shall no longer be considered Confidential Business Information.

- 16 TERM AND TERMINATION** – This Agreement shall be in effect for one (1) calendar year from the date of execution by Client, and shall continue from year to year thereafter until the completion of the project referenced in Section 1. Either party may terminate this Agreement upon written notice not less than 15 days prior to the date of termination specified in such notice. If Client terminates WSP without cause, Client remains liable to WSP for all costs incurred related to WSP's Services under this Agreement through the date of termination.
- 17 INVOICING** – WSP will render invoices to Client at a minimum of once a month. Client agrees to pay such invoices within 30 days. Bills past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to WSP. WSP reserves the right to require advance payment for all or any portion of the Services. Any such advance payment will be invoiced and be applied against the final billing for each proposal attached to this Agreement.
- 18 SUBCONTRACTORS** – Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by WSP in its reasonable discretion. WSP will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless Client authorizes otherwise in writing.
- 19 FORCE MAJEURE** – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases.

- 20 DELAYS** – Client agrees that WSP is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by WSP





to perform its services in an orderly and efficient manner, WSP shall be entitled to a reasonable adjustment in schedule and compensation.

- 21 ATTORNEY'S FEES** - To the maximum extent permitted by law, in the event either party shall be successful in any suit or other action for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement or to enjoin the other party from violating this Agreement, the prevailing party shall be entitled to recover as damages its reasonable fees and expenses for bringing and maintaining any such action. In the event that the amount is assigned to an agency for collection, the Client agrees to pay all fees and discounts imposed.
- 22 NOTICES** - Any notice required or permitted to be given hereunder shall be deemed to have been duly given if in writing and mailed by certified mail, return receipt requested, to WSP and Client at:

WSP USA Inc.  
13530 Dulles Technology Drive, Suite 300  
Herndon, VA 20171

City of Ashland  
Ms. Megan McBride  
601 Main Street West  
Ashland, WI 54806

Any such notice shall be deemed to have been given on the date of the postmark.

- 23 GOVERNING LAW AND JURISDICTION** - This Agreement shall be deemed to be a contract made under the laws of the state of Wisconsin, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of Wisconsin and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.
- 24 ENTIRE AGREEMENT** - This Agreement represents the entire agreement between WSP and Client. Any amendment or modification shall not be binding unless in writing and signed by the party to be charged.
- 25 SUCCESSORS** - This Agreement shall be binding on and shall inure to the benefit of, the parties and their respective heirs, legal representatives, successors, and assigns.
- 26 SURVIVAL** - The conditions of this Agreement concerning Indemnification, Limitations of Liability, Professional Standards, and Disposal of Contaminated Material shall survive the completion of Services under this Agreement and the termination of this Agreement for any cause.
- 27 SEVERABILITY** - If any of the conditions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon WSP and Client. WSP and Client agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- 28 PERSONAL LIABILITY** - Notwithstanding anything to the contrary contained in any other provision of this Agreement, WSP's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.
- 29 HEADINGS** - The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 30 MODIFICATION** - This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.



- 31 AUTHORITY** – Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.
- 32 BUSINESS INTEGRITY** – At WSP, we value innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules. This being said, we also invite you to review our Code of Conduct and underlying policies. These guidelines are the Company's standard for maintaining a legally-compliant and ethical workplace. They are available through our website at : <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/Corporate-Policies/Code-of-Conduct-and-Policies/>. If you have any questions about our guidelines, please contact one of the local representatives identified on our website.

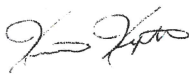
For situations which pertain to irregularities inconsistent with our guidelines, please report to our independent whistleblowing provider, Expolink. This service is available 24 hours a day, 7 days a week. Information as to numbers and e-mail where to contact the service provider can be found at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/whistleblowing-service/>. All calls and e-mails are confidential and you can remain anonymous, should you request.

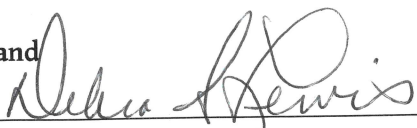
- 33 ACCEPTANCE OF AGREEMENT** – If upon submission of this Agreement to Client, Client fails to return a signed copy to WSP and knowingly allows WSP to proceed with the Scope of Work, such services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.**

WSP USA Inc.

For itself and on behalf of its subsidiaries and affiliated companies

BY: 

City of Ashland  
BY: 

ITS: Mayor

Revised: May 2017

**SUBJECT:** Approve and Adopt Updated City of Ashland Waterfront Development Plan (*Planning and Parks*) Voice

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Plan Commission (Recommended on November 26, 2019)  
Parks and Recreation Committee (Recommended on November 26, 2019)  
Planning and Development Department  
Parks and Recreation Department

**EXHIBITS:** 1. Ashland, Inspired - A Waterfront Development Plan

**EXPENDITURES REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**APPROPRIATION REQUIRED:** N/A

**TREASURER'S CERTIFICATE:**

**COMPLIANCE WITH ORDINANCE 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** The proposed Waterfront Development Plan update conforms to the goals and principles identified in the City's Comprehensive Plan. The Comp Plan urges the City to carefully plan for future waterfront uses that protect water quality of the Lake, promote community access and connection to the waterfront, and balance environmental, social and economic sustainability. The proposed update to the City's Waterfront Development Plan is based on these principles for development outlined in the City's Comprehensive Plan in conjunction with community input about their vision for Ashland's waterfront. Having an updated Waterfront Development Plan will provide direction for the City in considering future developments along the waterfront, guide City project planning and identification of grant opportunities, and serve as a tool for communicating the community's vision for the waterfront to potential developers, investors and residents.

**SUMMARY STATEMENT:**

The City of Ashland received a grant from Wisconsin Coastal Management to update its Waterfront Development Plan in 2019 to provide a clear, action-oriented plan with achievable goals and recommendations to guide future development along Ashland's waterfront. The City retained a qualified firm, GRAEF, in

October, 2018 to guide this update process and ensure that the final product align with existing City planning documents (namely the Comprehensive Plan, Comprehensive Outdoor Rec Plan, Bike and Pedestrian Plan, and Ore Dock Redevelopment Plan) and reflect the community's vision for the waterfront.

Public input was sought through a variety of methods including:

- 2 public open houses hosted by the consultants held on February 15, 2019 and April 30th, 2019;
- 2 additional open houses at HPL Bar and The Alley hosted by City staff on April 24th and April 29th, 2019;
- Attending several pre-planned community events including a meeting of the Rod and Gun Club, activities with youth at the Bretting Community Center, etc.;
- Posting weekly Facebook poll questions; and
- Administering a survey which received 343 responses.

The Plan Commission also reviewed portions of the plan draft at several meetings to refine plan elements and allow for deeper discussion as needed. The final draft plan presented has incorporated community, City committee and staff input to provide clear directives and goals for development of Ashland's waterfront that are based on underlying principles of sustainability, inclusivity, connectivity, and place-based economic development. Based on these themes, a Strategic Action Plan for implementation has been provided which outlines the timeline, responsible parties, and anticipated investment involved for each specific recommendation.

Key recommendations provided in the plan include:

- Strategic rezoning of areas of the waterfront to transition away from past industrial uses towards more passive recreational and light to medium density mixed uses (where appropriate);
- Prioritizing connectivity between the waterfront and rest of the community by improving Highway 2 crossings in strategic locations;
- Careful disposition of the City-owned land in the ore dock upland area to ensure maximum community benefit and compatibility with the existing surrounding neighborhood;
- Planning for place-making and activating features along the waterfront trail to create unique experiences for users (i.e. bike rentals, additional interpretive and wayfinding signage, outdoor exercise course, etc);
- Recommendations for increasing resiliency of the City's shoreline through green infrastructure; and
- Identification of potential opportunity sites not currently owned by the City which should be considered for future acquisition (including both the Clarkson and Reise coal docks).





# Ashland, Inspired A Waterfront Development Plan

A plan for development, placemaking, &  
community access on the shore of Lake Superior

**Ashland, Wisconsin | 2019 Update | November 22, 2019 DRAFT**

# Acknowledgments

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## **City of Ashland Staff**

Megan McBride, Director of Planning & Development  
Sara Hudson, Director of Parks & Recreation  
John Butler, Public Works Director

## **City of Ashland Planning Commission**

|                   |                 |
|-------------------|-----------------|
| Mayor Debra Lewis | John Beirl      |
| Ella Seyverson    | David Mettillie |
| Laurie Gregor     | Katie Gellatly  |
| Matt Mackenzie    |                 |

## **GRAEF** Planning + Urban Design

Tanya Fonseca, AICP  
Kristan Sanchez, AICP, Assoc. AIA  
Pat Skalecki, P.E., LEED AP  
Danya Littlefield  
Ben Block

## **Hey & Associates, Inc.**

Vince Mosca

**A special thanks for the support  
& feedback from the Community  
Members in Ashland**

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**Ashland**





# Intro & Context

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Ashland is a community with a strong sense of place. A city situated along the shore of Lake Superior in northern Wisconsin, it is both unique and part of a system of Great Lakes communities across the U.S. and Canada. Ashlanders are connected to their environment, and particularly their waterfront, in a very meaningful way – and the way residents speak about their waterfront's future brings this into sharp focus.

Ashland's residents emphasized public access and views to the lake as their biggest priorities, but had some different opinions on how this could be accomplished. Some specified that waterfront land should all be open or recreational, some suggested that commercial development with public access could be a possibility. Residents spoke about more boat launches, more trees, more restaurants, and a need for public gathering spaces and the ability to see the sky.

For the purposes of this planning process, we have defined Ashland's waterfront as not just the shoreline itself, but all of the land along U.S. Highway 2 to the South, as well as all of the land from U.S. Highway 2 to the lake. This allows us to not only address the land that directly touches Lake Superior, but the other land and development that impacts the way Ashlanders interact with the Lake, their views of the shoreline, and safe connections to the lakefront.



- ▲ A historic map of Ashland's waterfront from 1886 illustrates a working waterfront with many ore docks and piers than are still in existence today. *Image source: City of Ashland.*

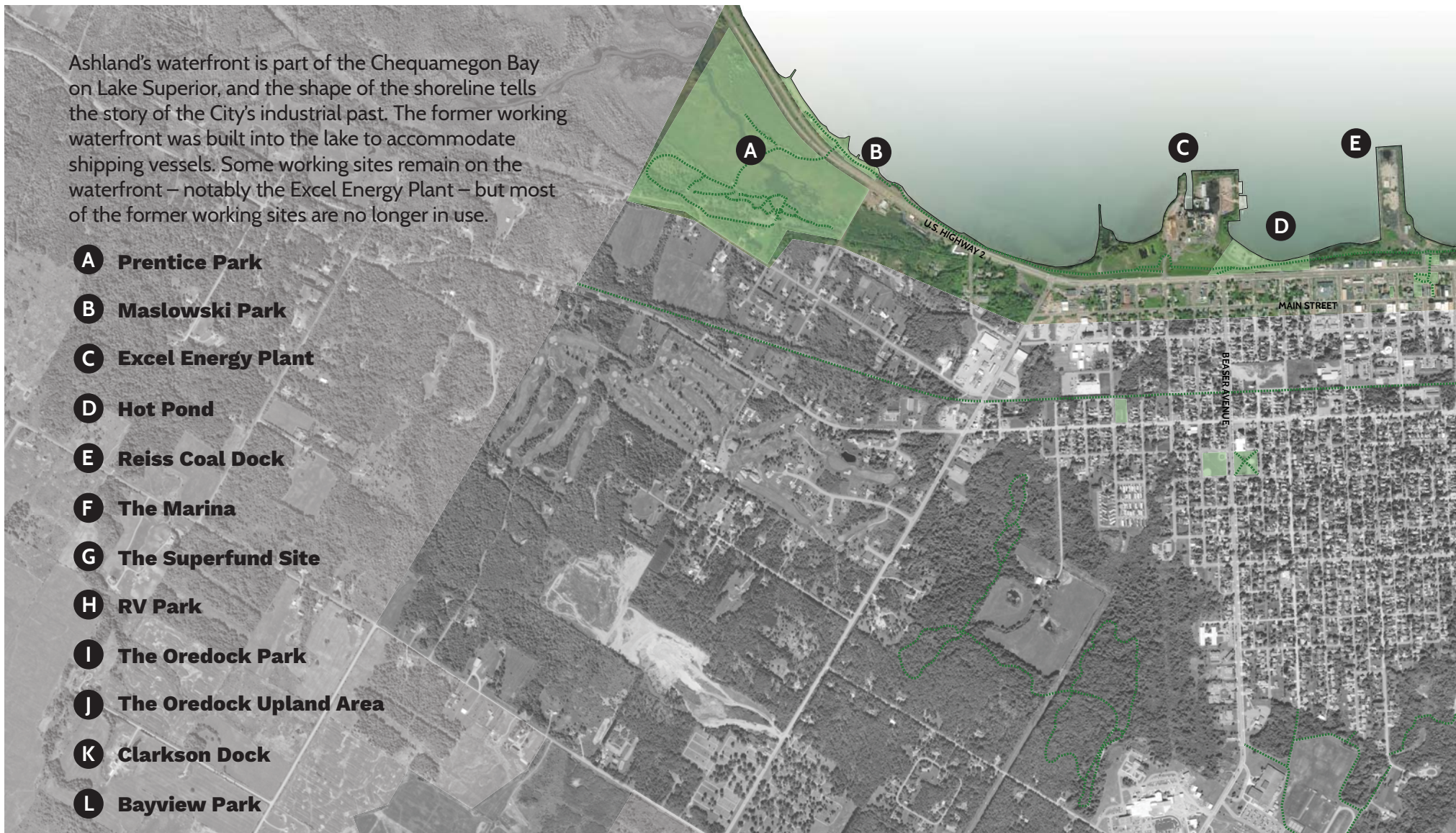


## Ashland's Waterfront

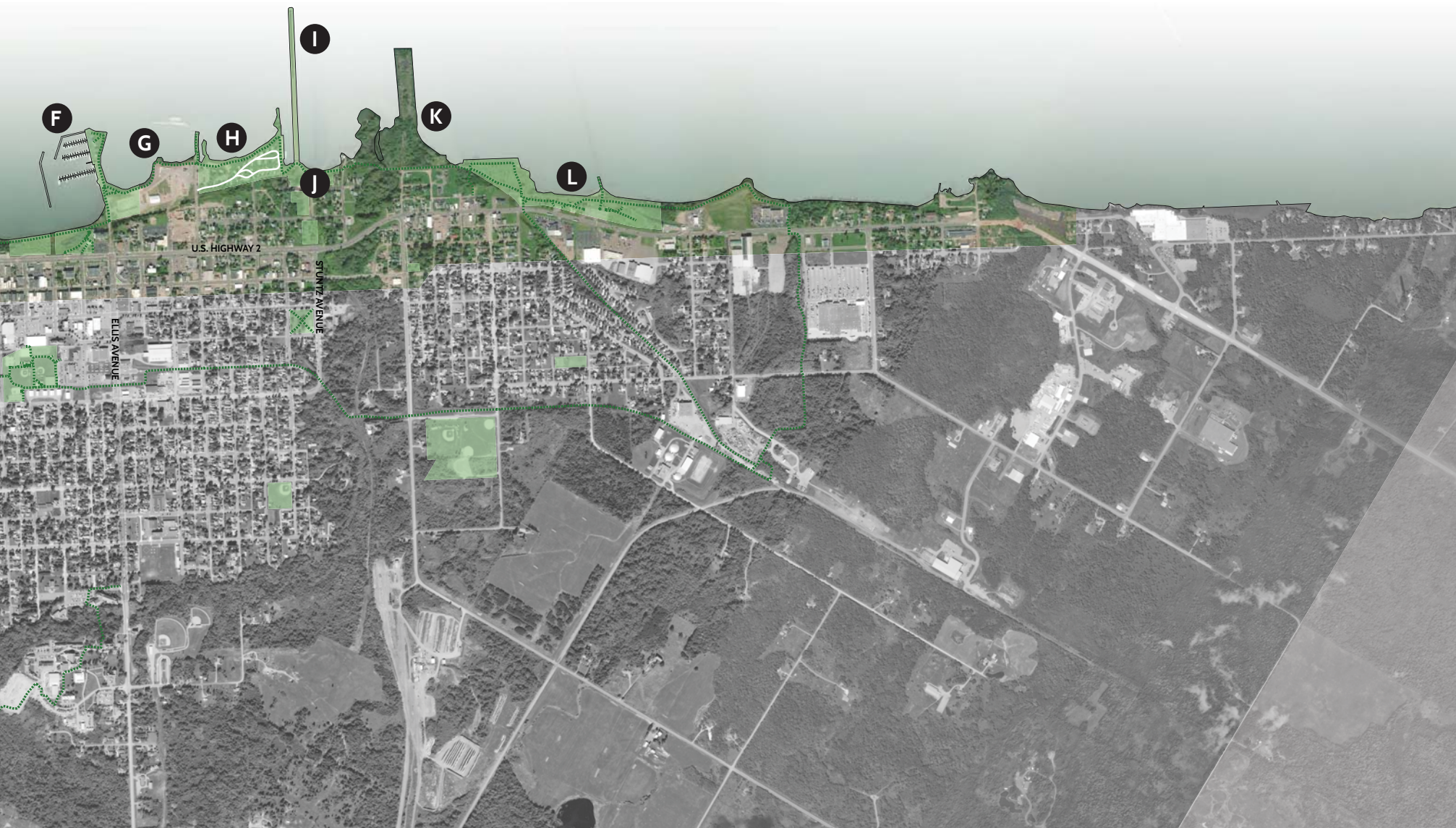
Key features & locations

Ashland's waterfront is part of the Chequamegon Bay on Lake Superior, and the shape of the shoreline tells the story of the City's industrial past. The former working waterfront was built into the lake to accommodate shipping vessels. Some working sites remain on the waterfront – notably the Excel Energy Plant – but most of the former working sites are no longer in use.

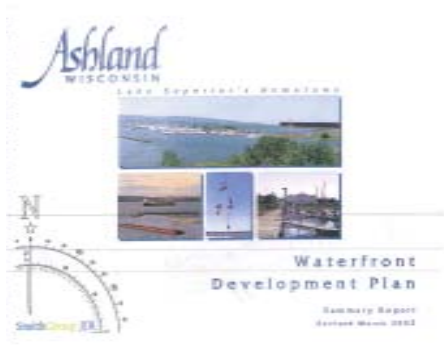
- A Prentice Park**
- B Maslowski Park**
- C Excel Energy Plant**
- D Hot Pond**
- E Reiss Coal Dock**
- F The Marina**
- G The Superfund Site**
- H RV Park**
- I The Oredock Park**
- J The Oredock Upland Area**
- K Clarkson Dock**
- L Bayview Park**







# Existing Plans



## Waterfront Development Plan, 2002

The first Waterfront Development Plan was adopted in 1994, revised once the former wastewater treatment plant site was tested for contaminants (that site is referred to in this plan as “the Superfund Site”), and updated again in 2002. The 2002 update focused on site development concepts for four primary areas along the central part of Ashland’s waterfront. Since the development of the 2002 plan, progress has been made both in developing the ideas for the future uses on the waterfront, as well as physical improvements to the waterfront itself. This plan update seeks to take a wider look at the waterfront, providing direction and goals for ongoing and future projects. Progress made since the last plan is noted on page XX.



## Comprehensive Outdoor Recreation Plan, 2019-24

Ashland’s Comprehensive Outdoor Recreation Plan (CORP) update was developed simultaneously with this Waterfront Development Plan update. 11 of Ashland’s 20 parks and about 84% of the park land and open space is within the Lake Superior waterfront area of the City, so many of the goals and recommendations for waterfront parks and open space found in the CORP are relevant to the Waterfront Development Plan.

### Action Plan: Making Ashland More Bike & Pedestrian Friendly

In 2017, the City of Ashland published a bike and pedestrian plan designed to prioritize facility enhancements and identify best practices.





### **Ashland Oredock Concept Design Report, 2016**

One unique feature of Ashland's waterfront is the historic Soo Line Oredock, running 1900 feet long and 60 feet wide into the Lake. Prior planning efforts for the waterfront and parks system assumed that the 80-foot tall superstructure that ran the length of the dock would be found structurally stable, and suggested that a robust interpretive center would be developed on the site. Since then the superstructure has been removed, and a new concept design that emphasizes the Oredock as a multi-functional amenity with an emphasis on public access has been developed with community input, as outlined in the 2016 Concept Design Report.



### **Authentic Ashland Comprehensive Plan, 2017**

Ashland's 2017 Comprehensive Plan update provided a broad look at the community's goals for the future based on a robust community engagement process. The resulting plan includes several goals and vision statements that impact Ashland's waterfront. Notably, the plan strongly states that Ashland will not permit development that physically disconnects the shoreline from downtown. Instead, the plan recommends protecting and connecting the lake to the City and linking the waterfront trail to the other trail systems in the city as a way of knitting Ashland's urban fabric together. This waterfront development plan update seeks to stay true to those goals.

# Community Voices

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As with many robust planning processes, the vision, goals, and recommendations presented in this plan began with the Ashland community. Some of the ideas, goals, recommendations, and plans presented through this document have been discussed and formulated for many years by many different people; some ideas are newer, based on the needs and creativity of young Ashlanders looking to make a difference in their City.

This Waterfront Development Plan Update was created in concert with an update of Ashland's Comprehensive Outdoor Recreation Plan. Several community engagement events were held as part of these planning processes, including two public open houses in February and July. The City of Ashland Planning and Parks staff also hosted two additional public open house events in April at local bars and restaurants the Alley and HPL. City staff also conducted outreach activities with local youth at the Bretting Center and with the North Wisconsin Rod and Gun Club. In addition, an online survey about Ashland's parks and waterfront was posted on the City of Ashland's website during the planning process. Social media platforms and local newspapers were utilized to market the meetings and process to a wide array of Ashland residents and visitors. Local media also attended and reported from the community meetings.



**288**

comments from  
community  
meetings



**337**

survey  
respondents



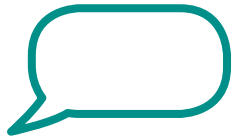
**35**

ideas from  
Ashland youth



A public workshop was held in February, 2019 to garner feedback about the waterfronts and parks system in Ashland. Participants discussed the future of the waterfront together and wrote comments about challenges and future possibilities on maps of the City and shoreline.  
Photos: GRAEF





## What we heard...

Ashlanders love the waterfront, and have many different ideas about what the future of the waterfront should look like. Some want more housing options in the area around the waterfront, but many think there should be no new housing buildings along the waterfront at all. Some Ashland residents would like more camping opportunities at the waterfront, including an expanded RV park or tent camping – others specified that the RV and camping areas should not be expanded. Some boating enthusiasts would like more boat storage on the waterfront, others disagree.

In general, most Ashlanders believe that the waterfront is a huge asset to their community, and should remain accessible and open to residents as much as possible. Further detail about community feedback is included in the sub-sections of this plan, including survey results from the online survey and the many suggestions and ideas that the Ashland community offered throughout the planning process.

## Strengths & Opportunities

- » Strong community vision for the waterfront
- » Development centered around recreation is feasible given the regional context and local preferences
- » Partnership opportunities with local institutions
- » Resiliency planning is needed and supported by residents

## Challenges & Weaknesses

- » Cost to purchase and maintain new open space and parks along the waterfront is significant, likely surpassing the City's resources
- » Aging housing stock with few options for different housing types
- » Many streets are in poor condition
- » Difficult to attract businesses that might create economic opportunity





## What type of development would you like to see near the waterfront?

76% **Recreational Activities**

**Community Gathering Spaces** 67%

45% **Restaurants**

**Housing**  
(either low or medium-density multifamily) 11%

Percentages based on 319 survey responses.  
Respondents could select up to three categories of preferred development.

### “Scenic natural plantings”

“Acquire additional coal docks”  
| Acquire waterfront parcels or easements for trail expansion”

### “Research Center” | “Science Center”

“Businesses with outdoor seating/dining”  
| “Waterfront restaurants” | “Float-through restaurant” | “restaurant/bar on lakefront downtown! (w/ a view)”

### “Prioritize lake views and public access over private development on lakeshore!”

“Low-level lighting, we all want to see the sky”



# Vision for the Waterfront

---

Through analysis of prior planning processes related to the waterfront as well as community engagement throughout 2019, guiding principles have been developed to help plan for Ashland's future waterfront and evaluate development and program proposals as they are put forward. This plan offers the following vision:

**Our vision** is for a waterfront area that connects Ashlanders to the Lake Superior shoreline both visually and physically, provides opportunities for recreation and a diversity of experiences, and allows the environment and economy in Ashland to thrive.

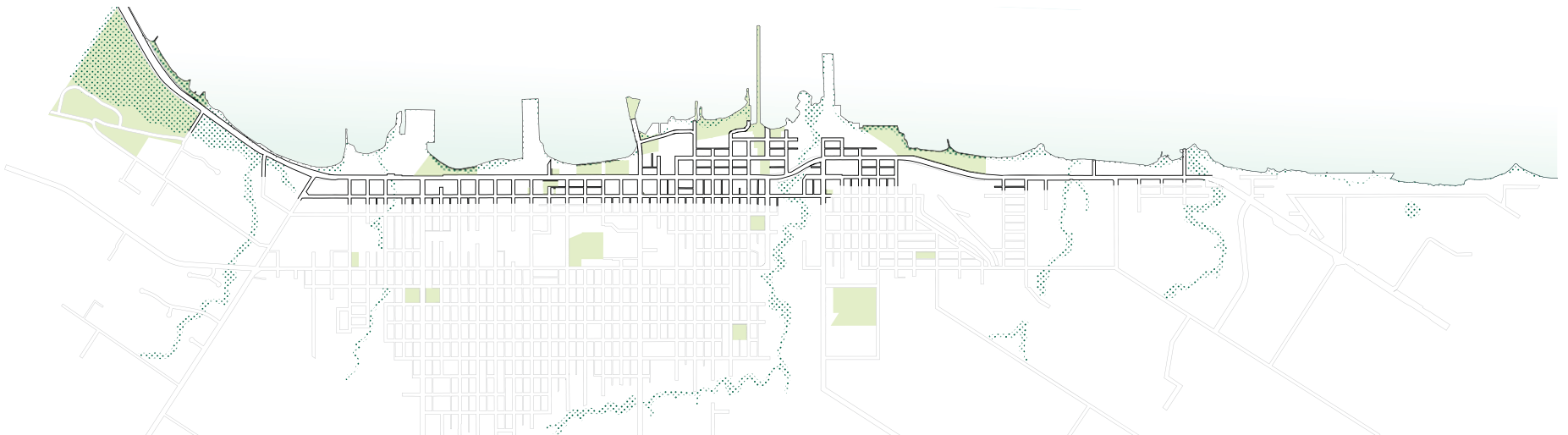




# The Future Waterfront

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In order to create a waterfront in Ashland that achieves the vision set forth by the community, this plan includes a toolkit of recommendations, both at the scale of the entire waterfront and within each of five waterfront zones and specific focus areas. The recommendations are designed to fulfill Ashland's vision for the waterfront by moving towards the following five goals.





**Accessible & Visible** to residents & visitors



**Sustainable** landscape & development



**Activated & Exciting** with options for all



**Community-centered** development & programming



**Safe** for recreation on land and in the water



## Redevelopment & Reinvestment

### City-owned land

City-owned land in Ashland's waterfront area has been assessed for its needs: Continued reinvestment and improvement, or whether the parcel should be redeveloped entirely. In most cases, discussions of redevelopment are already well underway, including planning for redevelopment of the Superfund Site and the Oredock Upland Area (see pages 30 and 36, respectively).

Additional significant opportunity sites along the waterfront include the Reiss Coal Dock and the Clarkson Dock. Both of these docks represent key features of Ashland's waterfront, though they are privately owned. Specific suggestions for these opportunity sites are highlighted on pages 48 – 51.

#### Key

-  Redevelopment - City-owned land
-  Continued Investment - City-owned land
-  Opportunity Sites - Privately-owned land
-  City park land









## Crossings & Connections to the Waterfront

### Issues & Priorities

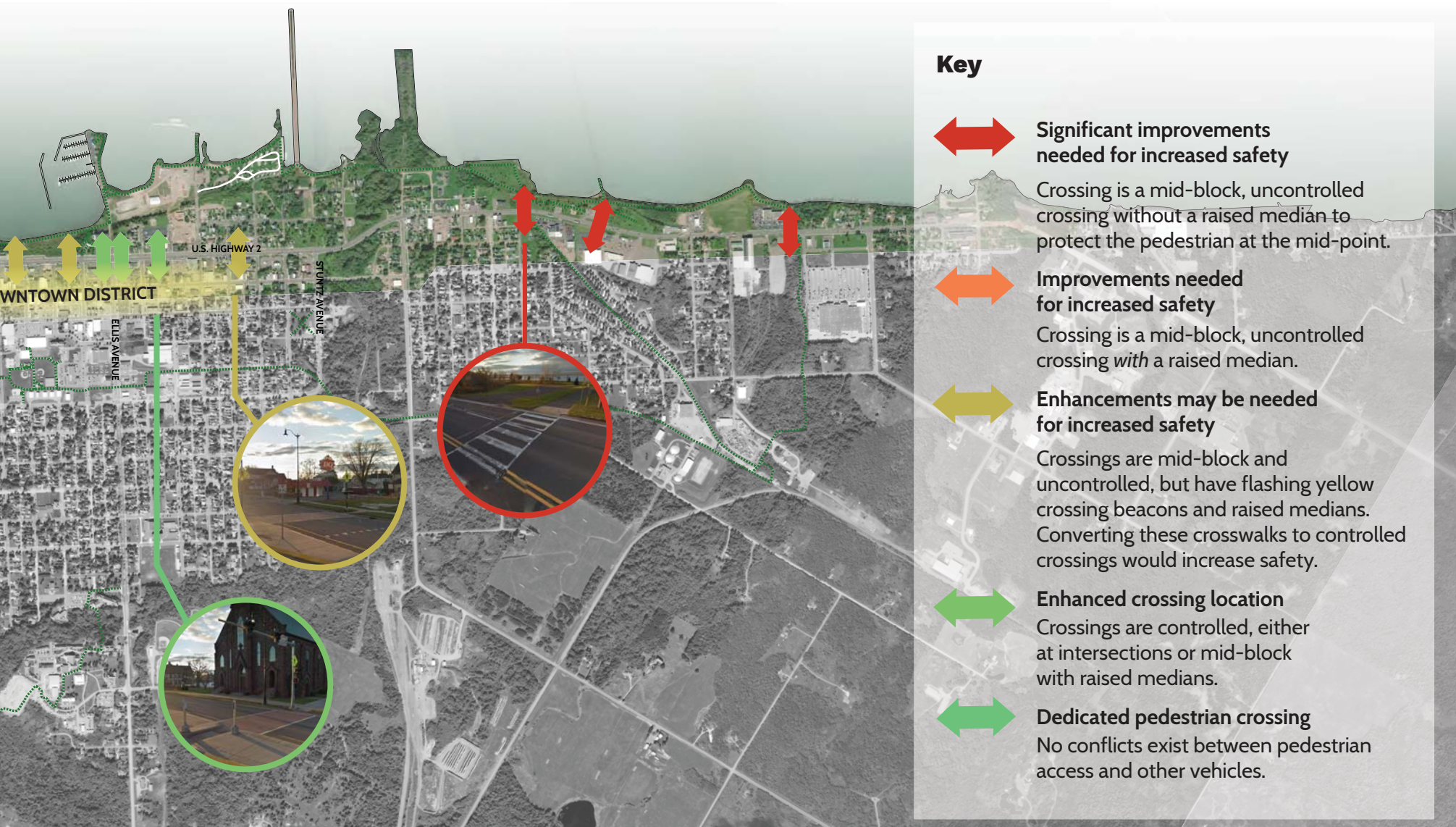
Pedestrian safety and comfort when crossing (Lake Shore Drive West) is a key component of Ashlanders' connection to their waterfront neighborhoods and recreational areas. In particular, pedestrian connection between Ashland's Downtown District and the waterfront is important. Bolstering the walkability within and between the waterfront and downtown will contribute to a more vibrant and livable city, and will help businesses (including restaurants) succeed throughout the city.

The evaluative diagram at right shows all of the formalized pedestrian crossing from Ashland's downtown and neighborhoods to the waterfront zones. As of the writing of this plan, some of these crossings are in need of significant improvements to increase safety for pedestrians crossing to the waterfront. **Uncontrolled crossings** refers to the lack of any traffic control, such as a traffic light or stop sign, at a location where a pedestrian pathway intersects a roadway. On the diagram, green arrows represent controlled crossings. In many locations, Ashland has worked to convert crossing locations to controlled crossings even if the crossing occurs mid-block and not at an intersection.

Gold, orange, and red crossings represent crossings that are uncontrolled, with varying levels of other safety features. Ashlanders should consider their needs for crossing to the waterfront's amenities when planning for strategic improvements to crossing locations.









## Trail Activation & Wayfinding

### Existing & Future

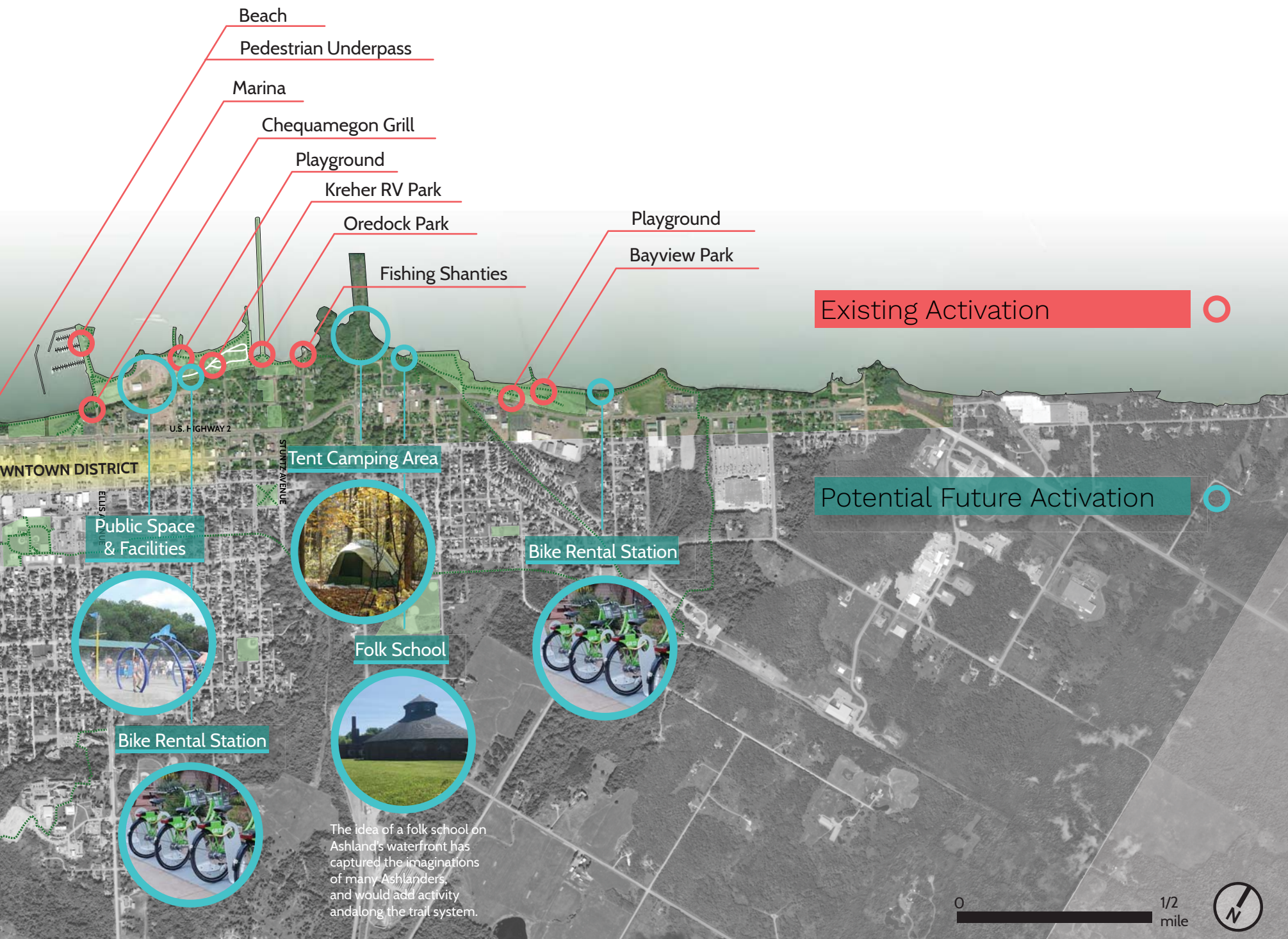
The trail along Ashland's waterfront is an incredible community amenity and provides recreational opportunities for both residents and visitors. The trail has the capacity to serve both as connectivity between the various attractions in the waterfront zones and as an attraction in and of itself, providing a beautiful and visually interesting experience for pedestrians and bicyclists.

The map at right showcases some of the amenities located along Ashland's waterfront trail, adding excitement and visual interest for trail users. Ashland's waterfront has a mixture of both active and passive recreation activities that help to activate the trail system, and this balance should be preserved. However, adding strategic amenities to the trail can also help encourage biking and walking in the waterfront area and encourage trail users to venture further instead of driving between key waterfront amenities.

- *Image sources from left to right: Bicycle Station, American Planning Association; Interpretive Signage, Ryan Kurtz; Exercise equipment, Burlington, VT Parks, Recreation, & Waterfront; Splash pad, Visit Knoxville TN; Tent camping, National Parks Service; Possible Folk School location, GRAEF.*





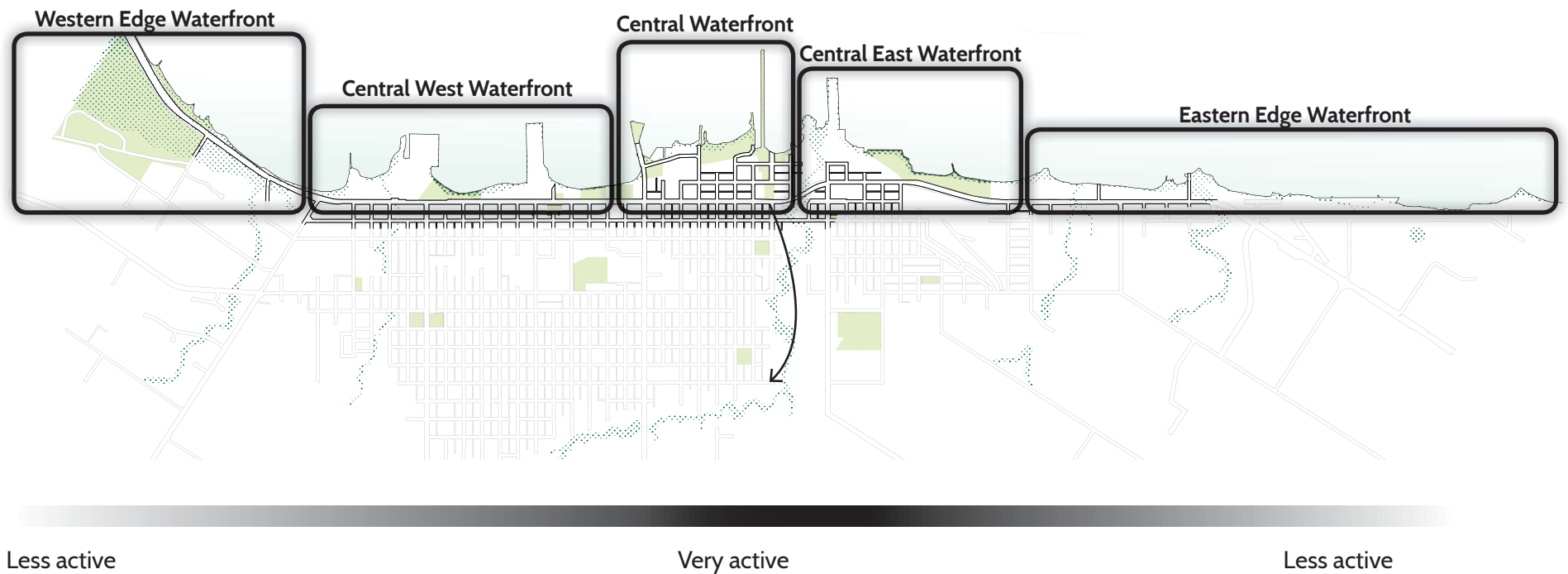


# Waterfront Zones

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In this Plan, Ashland's waterfront is divided into five different zones in order to better understand the different activities and characters of each part of Ashland's shoreline. This approach allows us to respond to site-specific conditions with more detailed recommendations for future change and development.

In general, the central waterfront zones currently contain the most active recreational uses, including the Ashland Oredock, the Marina, and the future public space at the Superfund Site, while the Western Edge and Eastern Edge zones contain both recreational and park uses as well as some private commercial and residential development. The analysis and recommendations in this plan are focused first on the Central Waterfront zones, including special sections for Ashland's Oredock, the Oredock Upland Area, and the waterfront neighborhoods surrounding the Oredock Upland area. The plan then shifts focus to the Central West and Central East waterfront zones, and then examines the Western Edge and Eastern Edge of the waterfront.



# The Central Waterfront

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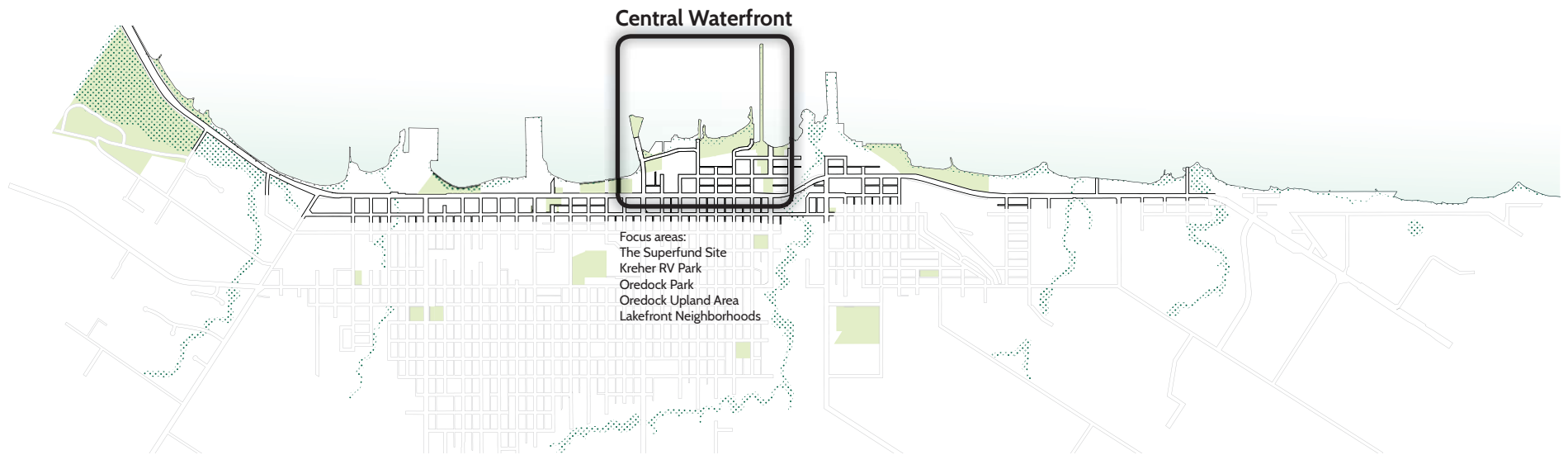
The central waterfront zone is undoubtedly the most active part of the waterfront. The most central zone consists of several interconnected sites, including the Marina to the West, the Superfund Site, the Kreher RV Park, and Oredock Park. This zone is envisioned as Ashland's active community waterfront, providing opportunities for boating, walking, and biking, a world-class, contemporary linear park, and RV camping. Future uses could include event space and concerts, more boat launch opportunities, a splash pad, and a seasonal sledding hill.

Along U.S. Highway 2, this zone is also one of the most active areas along the highway in Ashland. The intersection with Ellis Avenue and U.S. Highway 2 is one of the most important in the

waterfront area, representing connection to both the Marina and the Superfund Site. Hotel Chequamegon sits on the northwestern corner of the intersection, and the northeast corner of the site is currently undergoing redevelopment. Further east along U.S. Highway 2 sits Our Lady of the Lake Catholic Church and School, as well as additional community businesses and residences.

The Central Waterfront Zone is also a neighborhood, and there are many homes that are situated between U.S. Highway 2 and the water's edge in this area. As this plan details in the pages that follow, development in the Central Waterfront Zone should always keep these residents in mind, ensuring that the development is completed in a way that will benefit community members and minimize negative impacts of the development for those who live close by.







**1. Add youth-focused play areas to the central waterfront zone, such as a splash pad or playground.**

There are only two existing playgrounds in Ashland's Central Waterfront zone: one at Kreher RV Park, and one at Bayview Park. In order to ensure that Ashland's central waterfront area meets the needs of all Ashlanders and operates as a prominent regional destination for visitors, Ashland should focus on developing additional family friendly areas with youth-focused play areas adjacent to other public uses in the central zone. Many residents noted that a splash pad would be a benefit to the Ashland community.

**2. Partner with businesses – current and future – to create more public points of access to the waterfront through easements and cost sharing.**

Ashlanders care about being able to access the waterfront, even if land adjacent to the waterfront area is privately owned. Publicly accessible stairs and pathways to the public spaces in the waterfront area could be created through easements, and potentially maintained through public/private partnership. This can be explored with existing property owners, and future ones along U.S. Highway 2 and other points adjacent to the waterfront.

**3. Support existing and recruit additional waterfront-specific businesses.**

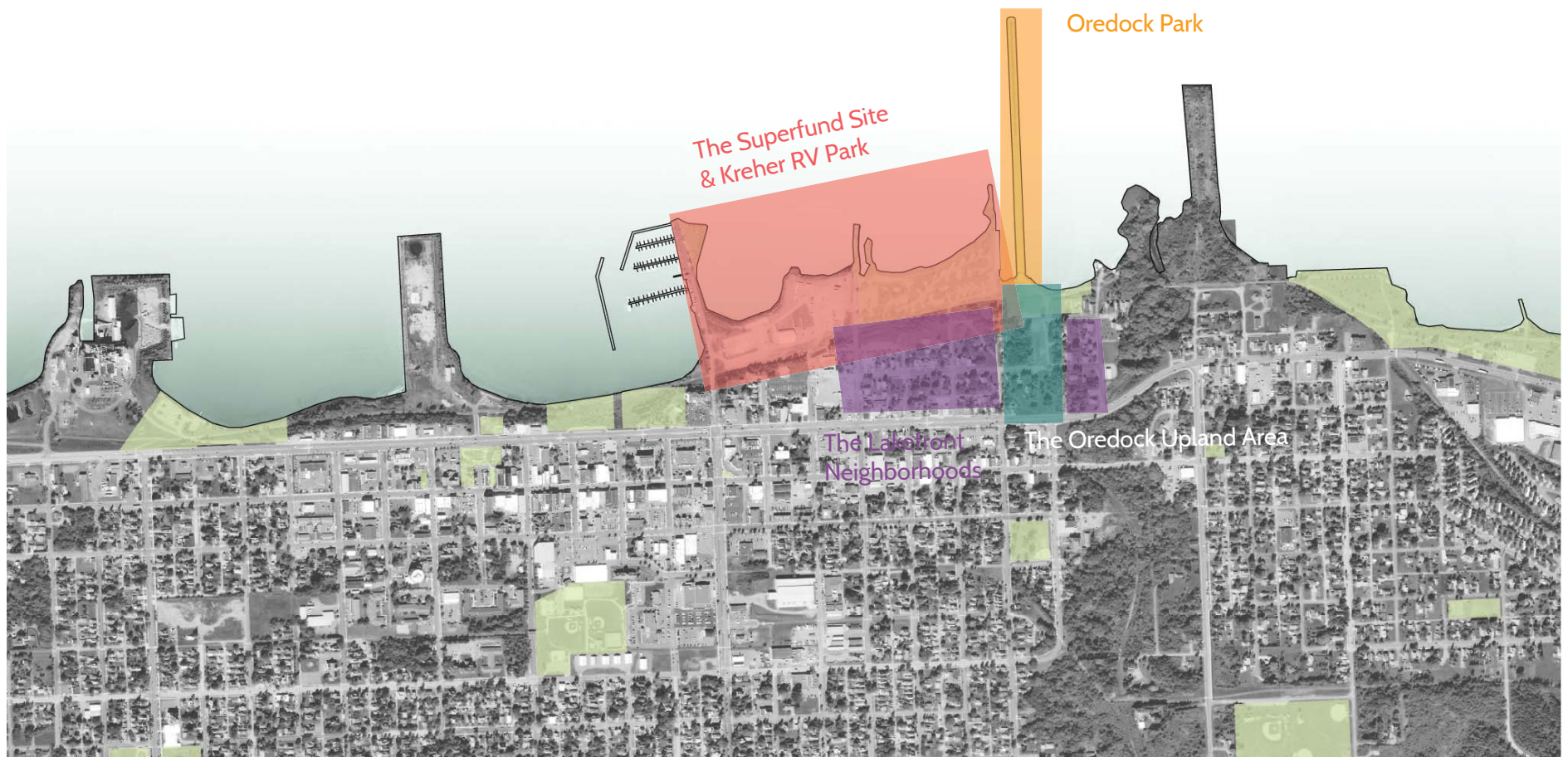
Such businesses could include additional recreational equipment rental or a local fish market, to locate in the central waterfront district. Equipment rentals could include bicycles, scooters, in addition to the current winter rentals available (confirm). Focus new developments on uses that will enhance the character and use of the waterfront zone.

**4. Explore the idea of restaurants with a lake view in the Central Waterfront Zone.**

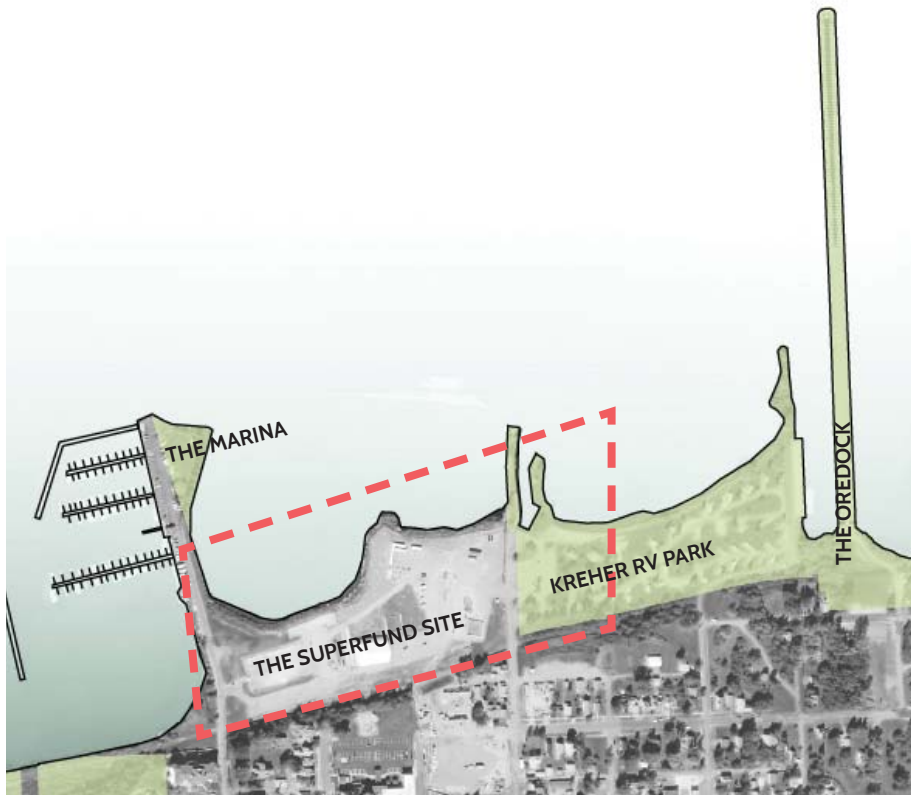
Either at the Oredock Park, the Oredock Upland Area, or elsewhere close to central park areas. Many Ashland residents would like more options for dining with a view of the lake - there are currently two options at this time. Targeting specific areas for potential waterfront restaurants and marketing these areas to potential restaurant entrepreneurs are potential next steps.



**Focus Areas**  
within the Central Waterfront Zone



# The Superfund Site, Marina & Kreher RV Park



The area of the Ashland waterfront commonly referred to as “the Superfund site” among community members was formerly the location of the City’s waste water treatment plant and a manufactured gas facility. In 1989, the site was found to have contaminated soil and groundwater. Investigation and cleanup of the site was led by the Wisconsin Department of Natural Resources (DNR) for many years before the site was petitioned for inclusion on the National Priorities List and cleanup by the Environmental Protection Agency (EPA) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as Superfund. The site was formally added to the program in 2002.

With the clean-up largely complete, the focus of the community has shifted towards the next steps of redevelopment of the site for recreational use that will complement the adjacent Marina and Kreher RV Park. Community members have shared several ideas regarding design, possible future uses, and programming of the area.



In 2016 the City Council approved a site redevelopment concept plan based on input from the Parks & Recreation Commission, Harbor Commission, and Public Works Committee. That concept plan shows a boat storage building and space for open-air boat storage on the area of the site closest to the marina, a parking lot, a boat launch, a fish cleaning station, a park building with restrooms, open space, and suggested trail and pathway systems. A new soft boat launch is also planned adjacent to Kreher Park. Other ideas that community members have supported for the site include event or performance space, a pavilion for large group gatherings, a splash pad or playground, and a sledding hill.

As the final design for the site comes into focus, Ashland community members must prioritize their ideas together and plan for a new waterfront park that provides amenities, options, and access for a wide range of Ashland residents.



### 1. Create a new identity and name for the Superfund Site.

As the Superfund site enters its next stage clean-up and is prepared for redevelopment and reuse, it is important that Ashlanders rename the space to reflect its use and importance on the waterfront as it is reclaimed as a public space.

### 2. Consider a boat repair shop in the Superfund Site area,

to support the needs of marina users, revenue potential for the City, and provide employment opportunities for residents.

### 3. Enhance trail (bike and pedestrian) connection across the Superfund Site and Kreher Park.

By building and strengthening the trail connection between the Marina, the Superfund site, the RV Park, and the Oredock Park at the base of the bluff, Ashland can ensure that pedestrians and bicyclists can easily access all public spaces in the Central Waterfront Zone with minimal boat or vehicle conflict.

### 4. Develop some boat storage at the Superfund site, but also prioritize development of boat storage away from the waterfront,

so that the waterfront land can be accessible to all for multiple recreational uses. Some Ashlanders feel that boat storage on the waterfront is one of their top priorities, but others would prefer other waterfront uses in the Superfund site. The site should be designed in a way that accommodates many people and activities in this important public space. If boat storage is included, it is recommended that this boat storage on-site be only for large boats that

cannot be easily moved off-site. Storage for smaller boats that can be transported off-site should be stored on less valuable land that can be used for a wider range of community uses that align with enhancing this central waterfront zone as a local and regional destination for residents and visitors.

### 5. Ensure that view corridors from the lake-adjacent neighborhoods and homes are considered and maintained

when planning for boat storage facilities and other structures within the redeveloped Superfund Site.

### 6. Focus on developing public recreational space on the Superfund site, including event and concert space.

Consider the other creative ideas generated through this planning process for inclusion in the final Superfund site design. Ideas include a splash pad at this site, a concert pavilion, community pavilion for community and private use, concessions, or even a boat repair shop that could be revenue generating for the City and make boat refurbishment more accessible to the community and something that community members can be part of watching unfold.

### 7. Continue the development of additional RV sites within the City-owned land to the southeast of the current sites at Kreher Park.

RV campsites are a revenue generator for the City, providing much needed funds to support City operations and spending. Expanding this use given the demand and potential for additional tourism in Ashland is seen as a highly positive use of this section of the waterfront. These RV sites can be sited within the bluff within the existing RV park, and also be considered for use on the Clarkson Dock.

### 8. Enhance the pedestrian connection to the Marina, Kreher Park, and the Superfund Site from downtown and U.S. Highway 2 along Ellis Avenue.

As of the writing of this plan there is no sidewalk that connects pedestrians from U.S. Highway 2 to the Marina and Superfund Site area. Consider adding a sidewalk facility on one side of the road, or a painted pedestrian zone in the road if there is not enough room for a sidewalk. Additional enhancements and wayfinding are recommended to strengthen this connection and brand the area as a prominent community gathering space for small visits, or larger community events.

# Conceptual Site Plan





# Ashland's Oredock Park

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Ashland's Oredock – formerly the Soo Line Ore Dock – has been an iconic feature of Ashland's waterfront since its construction in the early 1900s. Stretching nearly 2,000 feet long by 66 feet wide with its base at Stuntz Avenue near Water Street, the dock originally had a tall superstructure along its entire length, used for loading ore from rail cars above to ships berthed alongside.

Despite community efforts to preserve the superstructure, it was dismantled in 2013 for safety reasons – the Oredock had largely been unmaintained for many years and was deteriorating. The remaining base of the Oredock has created a new opportunity to re-imagine the dock as a flexible, contemporary public space. The City of Ashland is currently investing in public access, recreational, and environmental improvements to the Oredock, to create a recreational destination that celebrates the history of the site and Lake Superior.

Currently, the first 800 feet of the base of the Oredock are open to the public – about half of its entire length. Signage, sculpture, and a few seating areas are sprinkled across the public space. There is a plan underway to allow access to the entire length of the dock, along the area known as “The Diamonds,” as the next step in the development process. This phase is considered the most important next step based on community feedback.

Other plans included in the vision for the site include historic information panels, an outlook point at the end of the dock, a garden, and a warming shelter. In the area where the Oredock meets the land, the vision calls for green space, an amphitheater, and a viewing platform. There is low-lying wetland area on this part of the waterfront that would be retained and restored as any future development of the park site. The Oredock site will be an evolving project, completed in stages as fundraising allows.



For more information about the planning and vision for Ashland's Oredock, and to read the Concept Design Report, visit: [www.coawi.org/169/Ashland-Ore-Dock-Redevelopment](http://www.coawi.org/169/Ashland-Ore-Dock-Redevelopment)



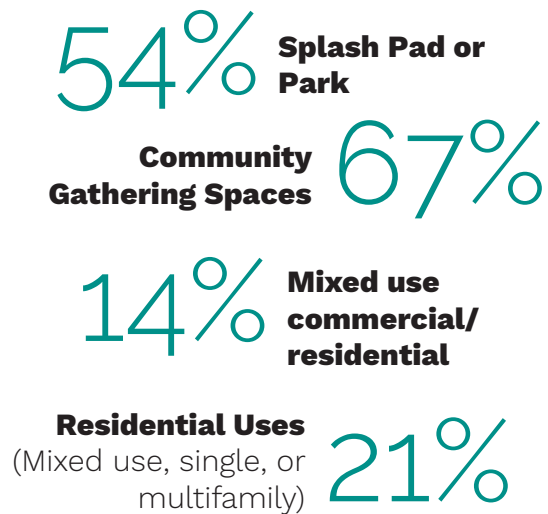


# The Oredock Upland Area



## What we heard...

What would you like to see developed in the Oredock Upland area?



As plans for the Oredock Park have been developed and the first phases of construction have gotten underway, the City of Ashland has turned its attention to the area to the south east of the Oredock – the land that was once part of the Soo Line rail corridor. Much of the land in this area, known as the Oredock Upland because of the elevation change from this land to the waterfront, is owned by the City of Ashland – and most of the parcels are currently vacant. This area presents a key development opportunity for the City of Ashland as it seeks to address several community goals.

As part of this planning process, community outreach and engagement was conducted about the Oredock Upland Area, both in the community survey and at community open house events. Many Ashland residents are excited about the possibility of new development in the Upland Area that complements the unfolding Oredock Park and surrounding existing neighborhood to create a new micro-district in the waterfront zone. It is a clear priority to include additional community gathering spaces and activities as part of this plan, to strengthen the area as a local and regional destination for residents and visitors.

◀ Percentages based on 324 survey responses. Respondents could select up to three categories of preferred development or write in their own ideas.

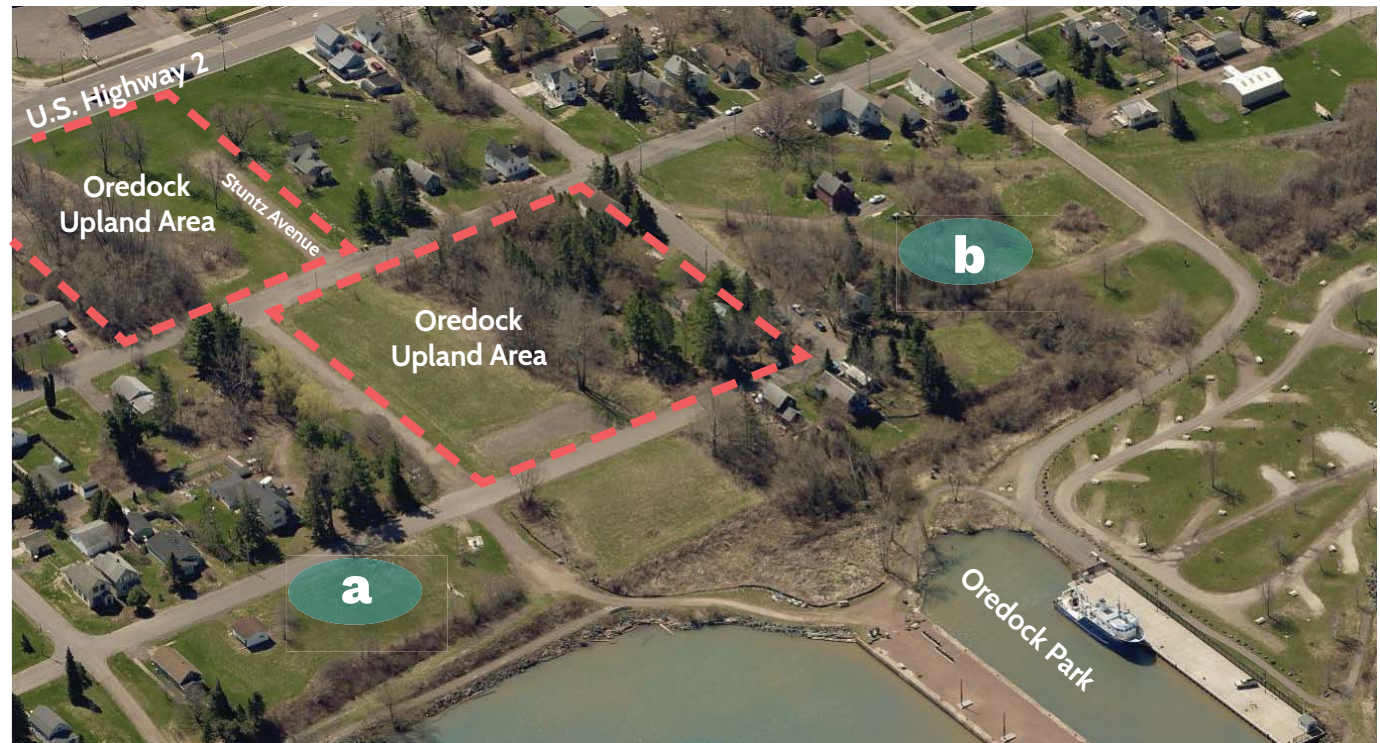




## Oredock Upland Area

### Restaurant Uses

One of the most-discussed and desired new development in the central waterfront zone is restaurant and dining options, especially with a view of the lake. Option **a** in the diagram at right shows a possible location for a major restaurant use with outdoor seating. Option **b** shows a potential location for a smaller restaurant, concession, or deli-style restaurant.



### 1. Work with area developers, area neighbors, and the Plan Commission to develop a desired development plan for the Oredock Upland area, including mixed use and housing options.

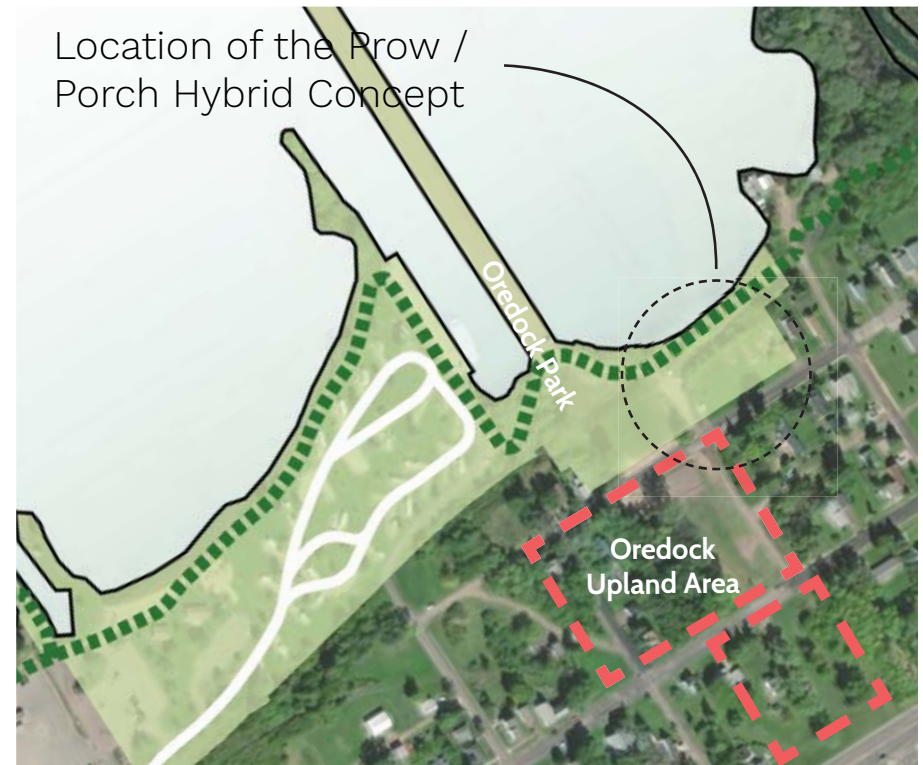
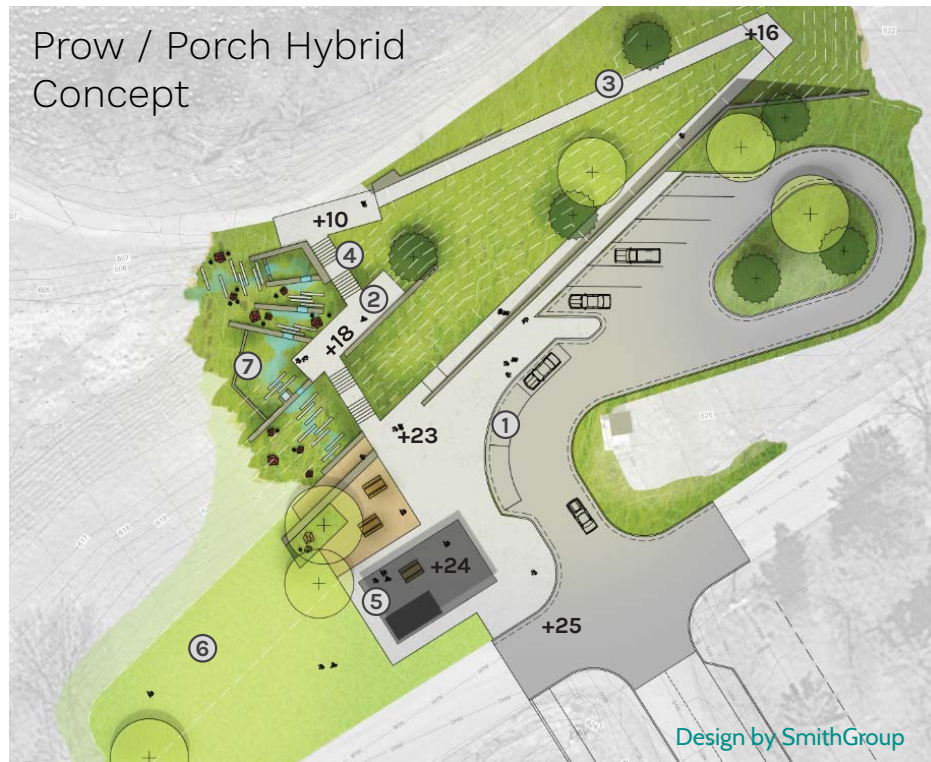
The formation of a Ad Hoc Committee for the Upland Area should be considered to identify the core principles, needs, and desires of the development of the Upland Area, create a request for qualifications or proposals (RFQ or RFP) process, and release this publicly to developers to begin the next steps of the redevelopment of this area. Recommended principles are integration with the existing neighborhood, while strengthening the access and identify of the area as a significant Lake Superior destination.

### 2. Complete the feasibility study for a potential research center located in the Oredock Upland Area with institutional partners.

There continues to be interest in a research center in the Upland Area that would support Great Lakes research. Further considerations for this should include the potential for a mixed use facility that can be integrated into the concept of the Oredock as a destination – additional amenities in such a facility could include a restaurant, public educational center or changing exhibit, multi-family housing on upper stories, or even community maker spaces. Any development should include a strong component of placemaking and providing community amenities.

### 3. Consider recruiting a brick-and-mortar restaurant, vending kiosk (concession stand) and/or food truck park near to the Oredock Park to help activate the space.

The community yearns for additional gathering and destination points on the waterfront. This could include a privately owned restaurant, a concession stand or kiosk through a public/private partnership, or shared use of a park or parking lot area for a food truck court or park. These amenities bring food traffic and can serve locals and visitors. Some can be flexibly operated on a seasonal basis.



**4. Consider connecting Stuntz Avenue to U.S. Highway 2 in consultation with WisDOT, providing a more direct entrance to the Oredock Upland Area.**

While Stuntz Avenue could potentially connect directly to U.S. Highway 2, there are many considerations that must be factored, including roadway safety on U.S. Highway 2, speed changes, the addition of an intersection, and a variety of roadway alignments for Stuntz Avenue. The following pages include potential roadway alignments, should Stuntz be connected. Another option is including a pedestrian connection only, and allowing Stuntz Avenue to end in a community feature.

**5. Plan for a safe and ADA-accessible parking lot close to the Oredock Park for visitors and residents, and include enhanced on-street parking options close to the Oredock,**

ensuring that all parking areas are well-marked with signage. Parking is a big deal to Ashlanders and visitors alike. As the Oredock Park continues to develop, Ashland should ensure that everyone is able to access the space, regardless of age or physical abilities.

The City of Ashland has taken steps towards accomplishing this recommendation through their work with SmithGroup, as shown in the Prow / Porch hybrid concept shown in the drawings above at the base of the Oredock park. Construction could begin as soon as 2020.

**6. Consider shared parking lots for new residential or mixed-use development and recreational uses in the Oredock Park.**

As new development enters into the Oredock Upland area, there is the potential to create parking areas that can be shared between institutional, commercial, or residential uses in the Upland Area and can also be used by visitors to the Oredock Park. Land in Ashland's waterfront is valuable to the community, and creating shared spaces as a way to accommodate more people in the waterfront zone should be a top priority.



# Stuntz Avenue Connection

One element of planning for the future Oredock Upland Area site is the possible ways to connect Stuntz Avenue through the site to U.S. Highway 2. Currently, Stuntz Avenue does not connect between St. Claire Street and U.S. Highway 2. Ashland leadership strongly supports the development of this direct connection as planning and development of the site continues. A direct connection into the site would expand the types of development that might be successful in this area, and would also allow a direct connection by car to the Ashland Oredock Park, providing greater access to this key amenity for all Ashlanders.

However, the exact formation that this connection may take is undecided as of the writing of this plan. Three options that are under consideration by the Wisconsin Department of Transportation in consultation with the city are shown at right.

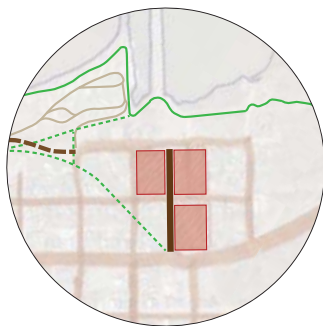
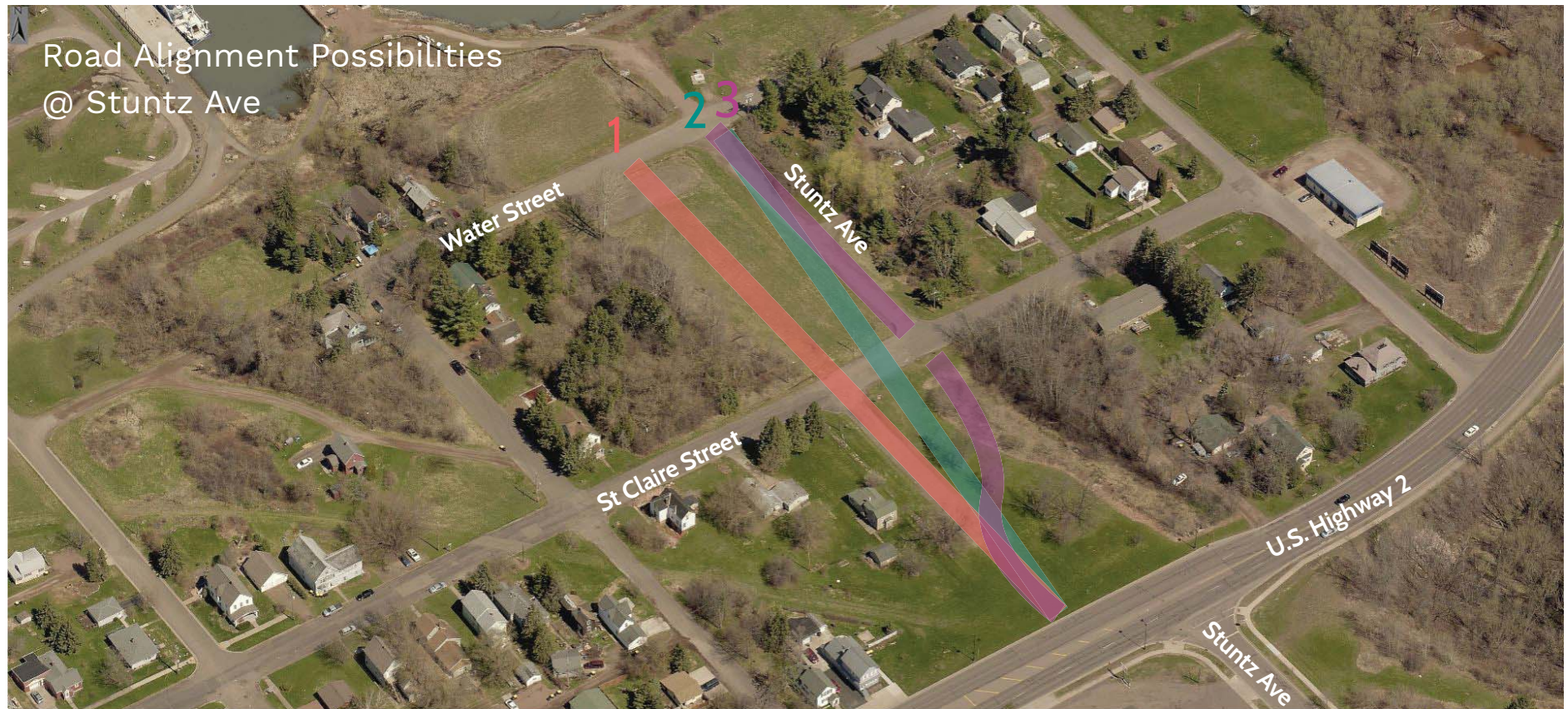
The final form that the future Stuntz connection takes is important because it will determine how the Ashland Upland Area site is divided, and how large or small potential development parcels in this area will be. This will impact the types of development that are possible on the site. The final formation of this connection is also important because the future Stuntz Avenue will act as a gateway connection to the Oredock Upland Area from downtown and to the Central Waterfront and downtown from U.S. Highway 2, acting as point of welcome to Ashland residents and visitors alike.

## Next Steps & Considerations

As WisDOT examines the potential connection of Stuntz Avenue through the Oredock Upland Site, safety for vehicles and pedestrians will be of the utmost importance. Some important considerations will be the speed of traffic and sightlines to the new intersection from coming from the east along U.S. Highway 2. Allowing the connection of Stuntz Avenue through a right-in and right-out only traffic pattern has also been considered, though this traffic pattern is not recommended because it would limit accessibility of the connection to those who are coming from the west, including most current Ashland residents.

As of the writing of this plan, it is predicted that U.S. Highway 2 will be redone in 2026/27, including a potential road diet along the route in the City of Ashland. Decreasing the number of travel lanes in Ashland would open up the possibility of safe crossing and connections into and across the highway.

- » If a Stuntz Avenue connection can be made safely for both vehicles and pedestrians, then it is important that the connection is made as soon as possible to increase the accessibility of Ashland's waterfront for all.
- » If it is not possible to connect Stuntz Avenue right away, then the possibility of connecting at later date should be considered .
- » If Stuntz cannot be connected to the Oredock Park, then a robust signage and wayfinding strategy will be needed to ensure that residents and visitors know the best way to access their lakefront public space via other neighborhood roads.



**Road Alignment 1:** Stuntz Avenue becomes a new road running parallel to the current street grid, offset to the West from the original alignment.



**Road Alignment 2:** Stuntz Avenue angles southwest from Water Street to intersect with U.S. Highway 2.



**Road Alignment 3:** Stuntz Avenue remains in its current position close to the lake, but connects to U.S. Highway 2 in an "S" curve formation from St. Claire St.



# Development Concepts & Process

Seven conceptual development scenarios were created with three different potential road alignments for Stuntz Avenue. Each development concept included potential office or research center space in various configurations and a few different options for housing development: duplex town homes, five-plex row houses, and small single-family units. The development concepts were created to emphasize public realm and enhanced connection to the lakefront and Oredock Park site from U.S. Highway 2 and Main Street, and show ways that different housing types could be incorporated into the existing waterfront neighborhood.

## Development Process

As development planning takes places, the City and development partners should consider the different tax value potential for the different development options.

As the City moves forward with redevelopment of the Oredock Upland Area, the development process should be carefully orchestrated to weigh options and the following considerations to ensure that development is compatible with the community vision and plans – compatibility with the plans for the Oredock, development potential, social benefits, access, economic value, catalytic potential, commercial viability, and other factors that can be carefully weighed in a thorough and fair design and development process.

For the development process itself, the City should follow the process of section 478.06. This section outlines land acquisitions and dispositions of City-owned parcels. The ordinance outlines types of properties (essential with conditions, and non-essential properties). The Oredock Upland Area is an “Essential Property with Conditions” that will be kept in City ownership until a proposal for redevelopment is approved or available in whole or in part when certain conditions are met, as determined by the City and other groups, such as the Plan Commission, and/or an Ad Hoc Committee created to guide the redevelopment of this catalytic area.

The planning and implementation of development in the Oredock Upland Area will incorporate input from the community, developers, and other stakeholders. Any development will incorporate the base zoning of the land, in addition to a Planned Unit Development (PUD) Overlay District (Section 4.55 of the Unified Development Ordinance) to allow for greater customization of the development of this land. This is common for larger land tracts that are seen as high value economically and socially.

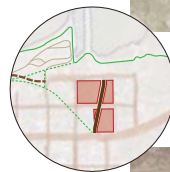
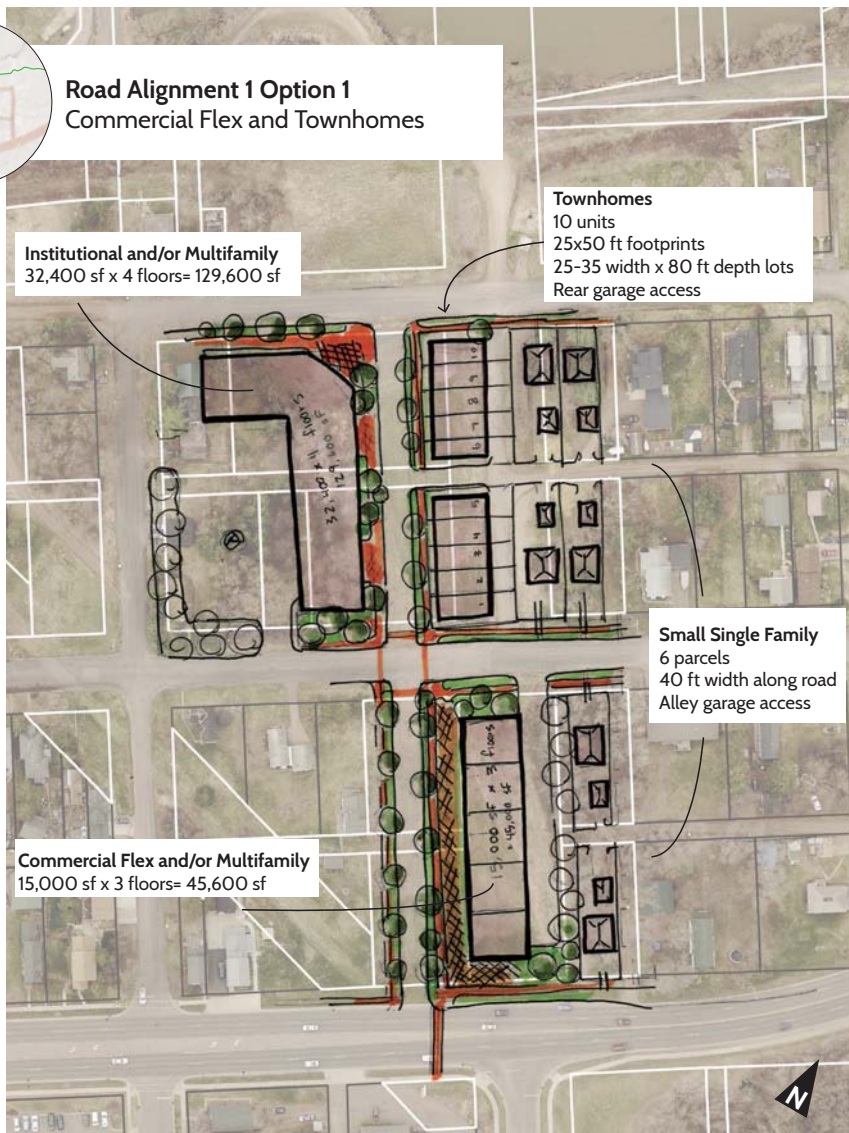
The property is considered a “Essential Property with Conditions” given that there is special interest in the development of this land – the site is the largest concentration of land the City owns and has close proximity to the lake and Oredock. Although this property will ultimately be developed privately, the area has a strong public purpose as a critical development site in the City given its proximity to Lake Superior, the opportunity to do a unique and catalytic development, and as a critical gateway to the Oredock.

The City and an Ad Hoc Committee should work together to development a Request for Qualifications (RFQ) or Request for Proposals (RFP) process. Section 478.06(a) outlines the procedure for the RFP process for City-initiated land sales. It is recommended that the City pursue a RFP process for the development of this site to guide the development more closely. This allows the City and other guiding committee members to consider a number of proposals and weigh options for the development potential and compatibility for community vision.

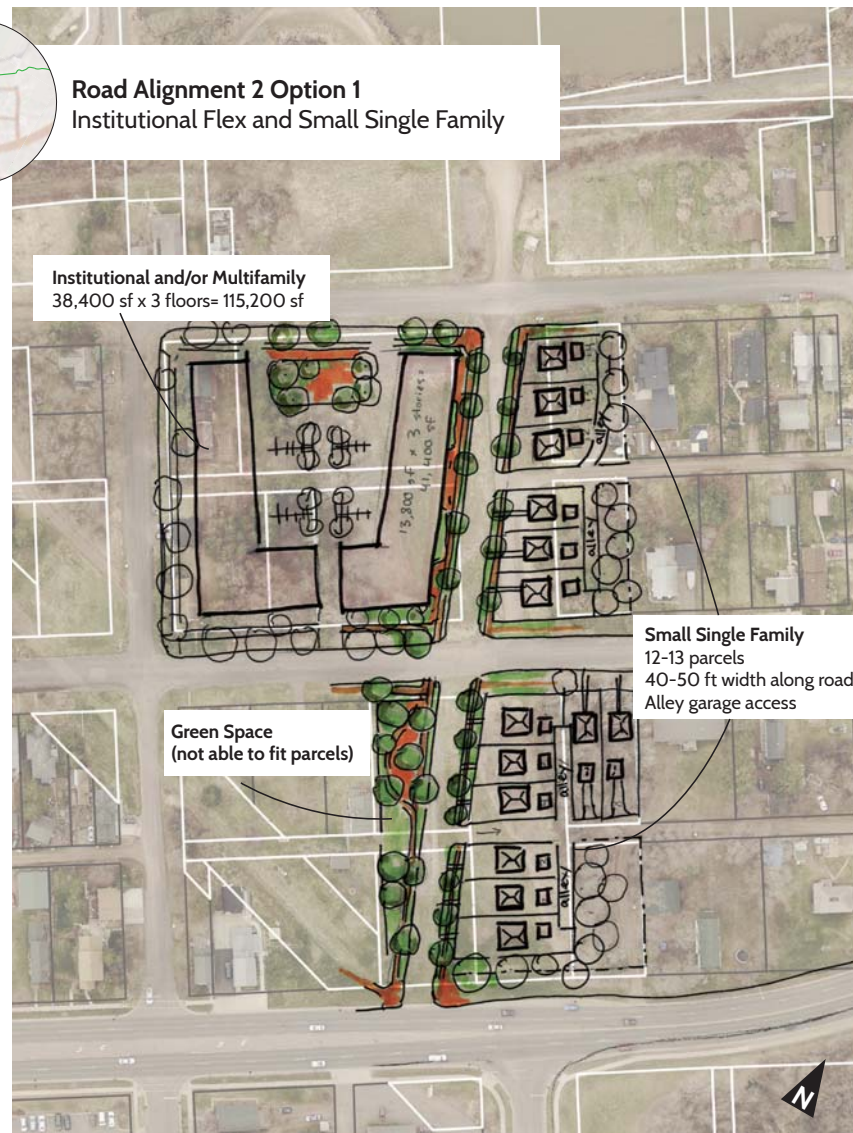
Listing the property with a broker and informal sales procedure, as outlined in sections 478.06(b) and (c) are not recommended for the Oredock Upland Area, given its development potential, economic and social value for the community. With the City and partners guiding development, it is highly more likely that a unique and catalytic development will take place on this critical area of land.



### Road Alignment 1 Option 1 Commercial Flex and Townhomes



### Road Alignment 2 Option 1 Institutional Flex and Small Single Family





# The Neighborhood Around the Oredock Upland

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As the development of Oredock Park continues to unfold and the Oredock Upland area undergoes redevelopment, the surrounding waterfront neighborhoods will certainly be impacted. Planning for thoughtful integration and connection to these neighborhoods is critical as the waterfront continues to be restored and enhanced. The Oredock is envisioned as a community amenity, open and accessible to all. The Upland Area shows significant potential for increasing housing diversity in Ashland, as well as foot traffic to the waterfront – the neighborhood as a gateway to the Oredock and Ashland's waterfront for those coming from the east or to the Oredock from downtown. This additional traffic can make more amenities that require frequency to be economically plausible.

This Plan as well as its predecessors emphasize that new development should preserve public connection to the waterfront, and improvements to the existing neighborhoods in the Oredock area can play a significant role in connecting those who live in the neighborhoods to both the waterfront and downtown Ashland.

For example, the waterfront neighborhoods in this area do not have dedicated sidewalk areas, nor do they have street lighting. While it may not make sense to install street lighting and sidewalks along every street in this neighborhood, strategic improvements that emphasize pedestrian experience can help include these neighborhoods in the development of the Oredock Park and Upland Area and provide community benefits.

1. Develop a priority pedestrian route through the Oredock Upland neighborhood to the Marina area and downtown Ashland, and install sidewalks along the route.
2. Enhance lighting throughout the Oredock Upland neighborhood, especially along the established pedestrian route to Downtown and the Marina.
3. Install neighborhood-scale wayfinding elements throughout the Oredock Upland neighborhood.
4. Locate an Ashland entrance marker to correspond with the new Oredock Park and new development in the Oredock Upland Area.

As Ashland's pedestrian infrastructure varies block to block, there are opportunities to improve connectivity and identity through strategic investments in street lighting, sidewalks, monument signage, and wayfinding signage in the Upland neighborhood. While part of this neighborhood has some of this infrastructure, much of this infrastructure ends at 6th Avenue East. This infrastructure should be planned along St. Claire Street and Water Street. Some consideration should be given to enhancing 6th Avenue East and/or 7th Avenue East, in addition to Stuntz Avenue for pedestrian use and connectivity in, within, and out of the neighborhood.



# West & East Central Waterfront

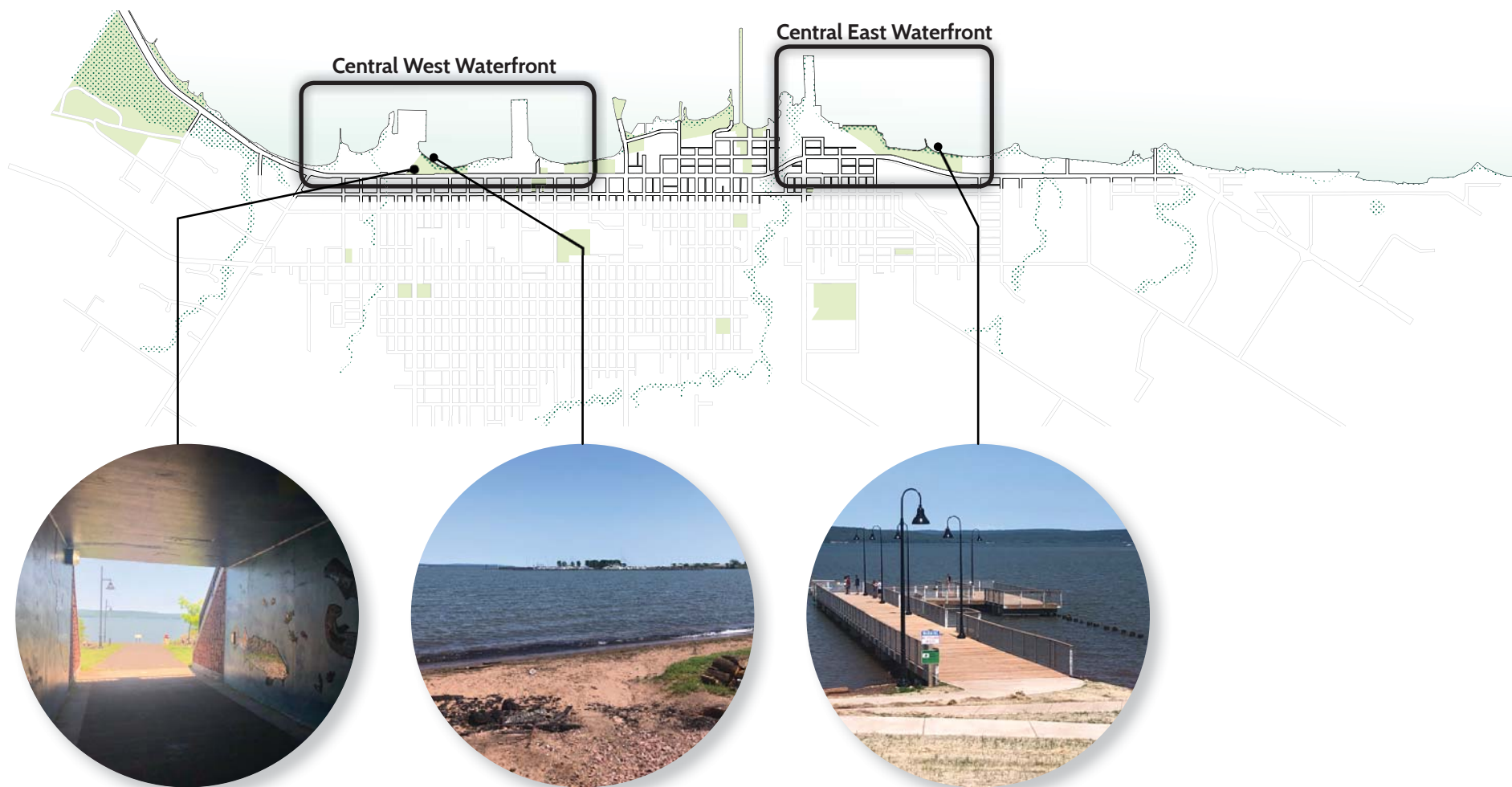
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On either side of the Central Waterfront Zone are the Central West and the Central East Waterfronts. These areas are less active than the Central Waterfront Zone, but still include recreational uses: Bayview Park in the East Central zone features a recently redeveloped popular pier, playground, and bike service area, as well as beautiful trails and open space. The space has the spatial and locational potential to host a larger festival-type event, though it is not adjacent to downtown and is therefore less bike- and pedestrian-friendly. Its location away from residential areas and other potential land use conflicts could lend itself to this.

Many Ashlanders have envisioned further changes in this zone, including tent camping on the Clarkson Dock and a Folk School, maker spaces, or retreat center on the former water treatment site on 12th Avenue East and Water Street. Such developments could include the existing round

building adjacent to Bayview Park. Development along U.S. Highway 2 in this area is neighborhood-commercial in nature, with some single-family homes mixed in to form a small pocket of waterfront neighborhood.

The Central West Waterfront includes the Excel Energy Plant, the Hot Pond and beach, and the Reiss Coal Dock. This area also includes the safest and most enhanced pedestrian connection to downtown: Ashland's pedestrian underpass, which connects the waterfront to the rest of the city from Howard Pearson Plaza, which can be accessed directly from Main Street West northeast of 6th Avenue West. Development along U.S. Highway 2 includes some highway commercial type development, much of which is built on lots that are constrained by the natural topography of the site as the land slopes steeply down to the lake.





## West Central



**1. Consider purchasing the Reiss Coal Dock in the long-term for development into a private community-focused use with development partners, or for demolition if redevelopment is not feasible.**

In the short term, the City should work with the current owner of the Reiss Coal Dock to ensure that the dock is safe and access is appropriately restricted. The City should work in partnership with the current owner or potential future owner(s) of the dock to assess the area for redevelopment, or demolition if redevelopment is not feasible. This may require outside funding to restore this area of the lake without the dock.

**2. Add trail activation and visual interest to the trail by installing trail-side activities and informational signage.**

In the West Central Waterfront zone, the trail and waterfront is less activated by public spaces and amenities than it is in the Central Waterfront zone. One way to draw trail users to this part of the waterfront is to provide lower-impact trail amenities, such as an exercise course and informational signage about the Excel Energy Plant and the Hot Pond. This would provide activities for visitors along the trail, and increase more regular utilization of the trail and waterfront by locals with more activities to participate in. This can also increase time spent by visitors along the waterfront, and in Ashland in general.

**3. Work with business and property owners of U.S. Highway 2 businesses that overlook the water to provide more access and views to the waterfront.**

There are several properties on the waterfront-side of U.S. Highway 2 that do not embrace the waterfront in their design, nor do they encourage public access or views of the lake. These properties are situated on relatively shallow lots that run to the edge of a steep bluff down to the waterfront trail, which may limit the types of development that these lots could accommodate. With this in mind, there is great opportunity for the City to work with property owners in this area to transition those properties to community -focused uses over time, and design the sites to allow for public access and views as much as possible. In the long term, some of this land could become public park or open space, only if no suitable use is identified given the shallow lot size. Although embracing the waterfront is utmost priority, these spaces lend themselves to highway business uses, given the adjacency to U.S. Highway 2. If this is the future strategy, design guidelines could reinforce public access/views of the lake from such uses.





**4. Work with Clarkson Dock owners to establish official public easement rights to the dock, and work to purchase the dock in the longer term.**

While the Clarkson Dock was formerly in use for commerce and will require clean-up for future use, the dock appears to be in a condition that could potentially be used for recreational use after some investment.

**5. Evaluate and restore the Clarkson dock before establishing City-managed tent camping sites at the Clarkson Dock.**

There is not currently waterfront tent camping in Ashland. Tent camping in addition to the RV camping at Kehrer Park would be a unique amenity in Ashland that could assist in being an attraction – and all that much more attractive to visitors to be able to camp on Lake Superior with urban amenities nearby and a fully accessible waterfront to take in.

**6. Consider developing a small boat launch near the Clarkson Dock or in Bayview Park.**

A boat launch in the vicinity of Clarkson Dock or Bayview Park would be highly attractive to visitors. A soft launch could be easily integrated into future remediation and redevelopment of Clarkson Dock. A more formalized small boat launch in Bayview Park would be more accessible and used more readily given the visibility, traffic patterns, and parking lot capacity at the park.

**7. Reach out to neighboring communities with Folk Schools to determine the feasibility of opening a Folk School branch or satellite in Ashland at the former water treatment site.**

The location of the former water treatment plant at Water Street and 12th Avenue East is an ideal site for creative reuse. Some of the historic structures could be integrated into the use. Given the adjacency to the Tri-County Corridor trail, the Clarkson Dock, and Bayview Park, could lead to it being an ideal site for a potential Folk School, maker spaces, or community retreat center. This would provide the community with a unique benefit with public good, and draw more visitors to Ashland and the region.



**8. Work with WisDOT to improve crossings to Bayview Park across U.S. Highway 2, ensuring that crossings are controlled and safe to allow for maximum use by pedestrians and bicyclists.**

While U.S. Highway 2 is a community transportation amenity, it comes with some challenges. One primary challenge is the crossing of the 5-lane highway. Ashland has robust crossing infrastructure throughout the commercial corridor, however some continued improvements are necessary. The primary point for such improvements is for visitors to Bayview Park to safely cross U.S. Highway 2. As previously highlighted on page 21, the three crossings on the east end of U.S. Highway 2 leave the most desired for the community. An enhanced crossing at 15th Avenue East or at the entrance to Bayview Park should be prioritized. Enhancements should follow what has been integrated mid-block between 2nd Avenue East and 3rd Avenue East on U.S. Highway 2 at Our Lady of the Lake Church. This includes a HAWK beacon traffic control device to allow pedestrians to cross safely.



## East Central



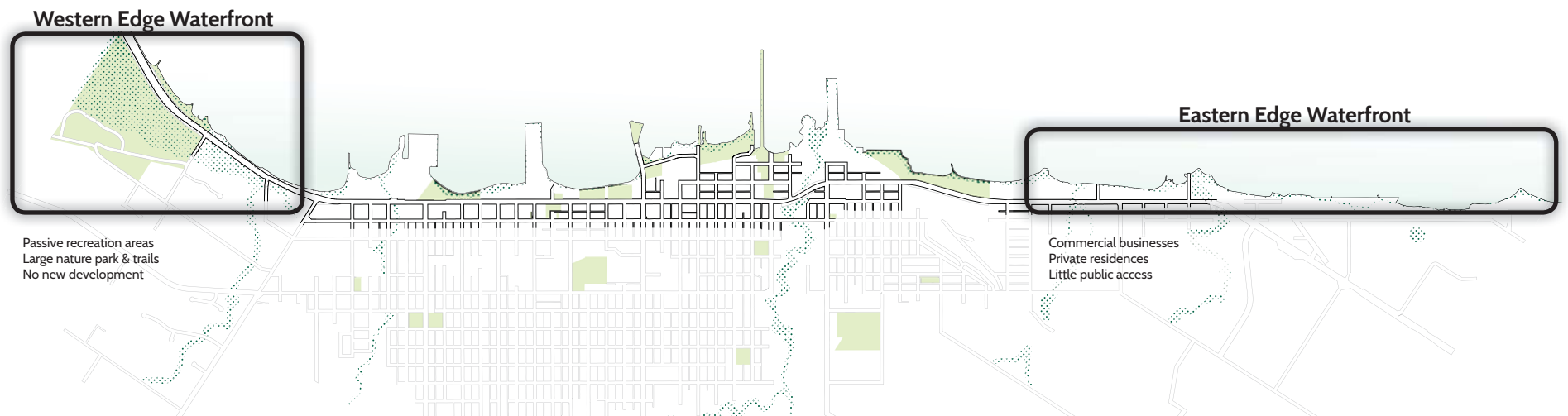
# The Waterfront Edges

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Ashland's waterfront edges, while the least “active” waterfront zones, are vitally important to Ashland's lakefront identity. The Western Edge is defined by the parkland that makes up the majority of the uses in this zone, including Prentice Park and Maslowski Park. A few waterfront businesses are also located in this zone. As the western edge zone transitions to the central waterfront zones and the downtown district, the development changes to more light industrial uses.

On the Eastern Edge, the waterfront is lined with single family homes, the only area of the water's edge in Ashland's waterfront zones that is developed with residential uses. Moving towards downtown from the Eastern Edge, development changes to become focused on more regional commercial uses and hotels before transitioning to the central waterfront zones.

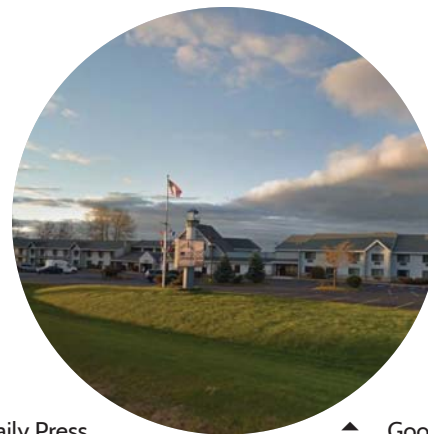
Perhaps most importantly, both districts serve as entrances to Ashland's central waterfront zones and the downtown district along State Highway 2. Development, signage, and markers that can be used to further enhance these areas as areas of welcoming and wayfinding should be prioritized whenever possible.



▲ Ashland Daily Press



▲ Ashland Daily Press



▲ Google Street View



## Western Edge



### 1. Add a soft launch and a place to tie up boats to the beach at Maslowski Park.

Expanding access beyond the waterfront, into the lake is a significant opportunity. Continued improvements for smaller scale boating, including kayaks and canoes should continue, including to Maslowski Park's beach. This park is a primary beach destination in Ashland, and features many amenities that could be attractive to boaters exploring the shore.

### 2. Create an entrance marker to the Ashland lakefront district on the western side of the City.

Furthering the branding of Ashland and the expansive public access to the waterfront is a major opportunity. Highlighting this access, the destinations, and activities will be critical to further the branding and tourist potential for the city. The City is currently working on an easement for the corner southeast corner of Lake Shore Drive West and Sandborn Avenue at the Kwik Trip.

### 3. Preserve open park land and passive recreation on the Western edge of Ashland, including Prentice Park and Maslowski Park.

Continued preservation and restoration of the land on the western edge of Ashland is important for environmental reasons, but also to set the tone for a visitor's experience in Ashland. This work should include green infrastructure and other mechanisms to restore and maintain beach and wetland quality.

### 4. Continue the design and installation of green infrastructure at Maslowski Beach.

Efforts to include installation of bioswale, future consideration given to the reduction of impervious surface, and other potential strategies to improve water quality at the beach by reducing bacteria and other contaminants.



**5. Investigate potential stormwater management efforts between 25th Avenue East and 26th Avenue East.**

Efforts can be cooperative between existing and future property owners and the City of Ashland to manage stormwater strategically in an innovative manner.

**6. Transition the former Timeless Timber site at 2200 U.S. Highway 2.**

Planning efforts will continue to support a commercial development along U.S. Highway 2, residential land use on the south side of the site. This can build on the desire to continue commercial development along U.S. Highway 2 while finding opportunities to create new housing types within the community.







# Resiliency Considerations

As the lake levels of Lake Superior are hitting record levels and storm surges due to climate impacts, resiliency considerations should continue to be integrated into plans for Ashland, in collaboration with neighboring communities and partners. Predictable and safe access to the lake is a problem during those certain events. And any near lake development should be considered with a resiliency lens to ensure that it is protected when the lake misbehaves from the potential destruction of increasing water levels and fierce storms.

Overall recommendations to consider for the waterfront:

1. Guide prudent lakeshore development to minimize potential future infrastructure impacts due to wave action and storm surge.
2. Collaborate with partners to ensure that upstream agricultural projects (e.g., CAFO's) that could affect drinking water supplies and recreational access for swimming from harmful algal blooms are properly managed and monitored.
3. Prioritize habitat restoration above the normal water level of the lake due to uncertainty of lake levels and energy. Promote natural processes and recruitment.
4. Work cooperatively with natural resource agencies to promote and enhance local fisheries.
5. Promote land acquisition of lakeshore and nearshore open space (e.g. the docks) that is not suitable for desirable development.
6. Integrate green infrastructure into waterfront projects and throughout the city to improve water quality and quantity concerns.





# Green Infrastructure Opportunities

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According to the United States Environmental Protection Agency, green infrastructure is a cost-effective, resilient approach to managing wet weather impacts that provides many community benefits. While single-purpose gray stormwater infrastructure – conventional piped drainage and water treatment systems – is designed to move urban stormwater from the built environment, green infrastructure reduces and treats stormwater at its source while delivering environmental, social, and economic benefits.

Green infrastructure manages water where it falls by slowing it down, retaining it, filtering it, and allowing it to infiltrate into the ground instead of entering the sewer system – mimicking nature and natural absorption of stormwater.

Though green infrastructure strategies can be investment to implement and require ongoing maintenance like all other forms of infrastructure, they can be a cost effective alternative to building ever larger sewers while also providing critical triple bottom line benefits of sustainability: environmental, economic, and social. Maintenance and monitoring of green infrastructure varies by the type of green infrastructure. Included in this section is a guide to these types of strategies and where they can be implemented in the community.

The City is committed to utilizing green infrastructure to improve water quality and add resiliency for stormwater management. The City currently has two AmeriCorps volunteers that are focusing on improving water quality in Ashland through green infrastructure implementation. Current efforts include Maslowski Beach and other areas that can benefit most from water quality and stormwater improvements.

A guide to green infrastructure types and site opportunities is provided in the following section.





### Rain Gardens

Rain gardens (also known as bioretention or biofiltration cells) are shallow, basins with native vegetation that collect and absorb runoff from rooftops, sidewalks, and streets. Rain gardens mimic natural hydrology by infiltrating and evapotranspiring runoff. Rain gardens are versatile features that can be installed in almost any unpaved space. Once native plants are established, maintenance is minimal.

#### *Areas to consider for implementation:*

- » Grass areas that are not utilized for recreation. Much of our grass today could be native plants.



### Stormwater Trees

Trees manage stormwater in a variety of ways. They soak up stormwater through their roots and provide surface area for water to evaporate directly from leaves and branches. Home and business owners can help reach this goal and manage stormwater by planting and maintaining trees throughout Ashland.

#### *Areas to consider for implementation:*

- » Streets, parking lots, yards, landscaping areas with ample space for the roots and water absorption.



### Soil Amendments

Soil amendments are materials added to improve overall soil quality, enhance re-vegetation and habitat, and bolster the soil's ability to infiltrate and absorb water. For instance, the addition of lime can make soil less acidic. Strategic plant choice can also be used to amend soil composition in a process called phytoremediation.

#### *Areas to consider for implementation:*

- » Any soil to improve its quality and ability to infiltrate stormwater.



### Bioswales

Bioswales are vegetated, mulched, or xeriscaped channels that provide water treatment and retention as they move stormwater from one place to another. Vegetated swales slow, infiltrate, and filter stormwater. They are particularly suitable along streets and parking lots due to their linear shape, but will require maintenance to remove weeds and litter that accumulate there to ensure proper drainage.

#### *Areas to consider for implementation:*

- » Maslowski Beach to improve water quality at the beach. Consideration can be given to using fungi as part of the wood chips in the bioswales to reduce the bacteria levels.
- » Carefully planned street terrace spaces can ideal for bioswales, and provide great educational opportunities with signage about stormwater management and native plants.



### Regenerative Stormwater Conveyance

Regenerative stormwater conveyance (RSC) involves a series of pools and riffles designed to convey and treat stormwater runoff. RSC is a low impact development alternative to bioswales, pipes, and retention/detention structures. RSC uses native plants to slow stormwater and control erosion as water travels down sloped land, reducing or eliminating the need for downstream detention.

#### *Areas to consider for implementation:*

- » Areas with slopes are ideal for RSCs. These can be instrumental in improving water quality along Lake Superior and should be considered in areas that have been priorities for pollution reduction.



### Native Landscaping

Native plants are adapted to the local climate and can tolerate drought and flooding cycles. Incorporating native landscaping into Ashland's waterfront and urban areas, especially in conjunction with other green infrastructure strategies, provides a way to enhance water infiltration and absorption into the landscape while also improving aquatic and urban habitat for wildlife and beautifying neighborhood spaces. Choosing native landscaping can help maintain healthy ecosystems in the existing parks and gardens. The City can integrate this into lands they own and manage, and encourage private property owners to consider these for this landscaping. Once plants are established, maintenance is minimal.

#### *Areas to consider for implementation:*

- » Grass areas that are not utilized for recreation. Much of our grass today could be native plants.
- » Any areas with plantings. Native perennial plants once established can reduce stormwater and maintenance efforts (and are beautiful).





### Depaving

Depaving is the practice of removing excess impervious surfaces and replacing it with absorbent landscaping. Depaving is often done preceding the installation of permeable pavement, native landscaping, or absorbent turf. This practice can mitigate stormwater runoff, allow for natural infiltration, and increase aesthetic appeal.

#### *Areas to consider for implementation:*

- » Any excess paved surfaces. Replacing them with absorbent soil and landscaping is critical for maximum benefit. Some depaved land is so compacted that it sometimes mimics paving.



### Permeable Pavement

Permeable pavement is any paved surfaces that infiltrates, treats, and/or stores rainwater where it falls, such as pervious concrete, porous asphalt, permeable interlocking pavers, and several other materials. These pavements are particularly cost-effective where land is highly developed with little or no space for stormwater detention and where flooding or icing is a problem.

#### *Areas to consider for implementation:*

- » Any existing or new asphalt or concrete surface. Permeable pavements can be strategically placed in low points of alleys, parking lots, and other paved areas to collect stormwater. Covering an entire parking lot with permeable pavement is not necessary for the full benefit.



### Greenways & Land Conservation

Greenways are strips of land that store and drain stormwater runoff into the ground naturally. Greenways are often implemented along rivers and tributaries as a buffer to prevent bank erosion and filter pollutants before they enter our waterways. Protecting open spaces and sensitive natural areas within and adjacent to cities can mitigate flooding impacts of urban stormwater and improve water quality while providing recreational opportunities for city residents. Natural areas that are particularly important in addressing water quality and flooding include riparian areas, wetlands, and steep hillsides.

#### *Areas to consider for implementation:*

- » Preservation, maintenance, and restoration of greenways can make significant positive impacts for water quality.



### Green Roofs

Green roofs are partially or completely planted with vegetation, thus enabling rainfall infiltration and evapotranspiration of stored rainwater. Green roofs are particularly cost-effective on large industrial or office buildings where stormwater management costs may be high or land availability for other methods is low. They provide additional benefits such as natural habitat, aesthetic appeal, and reduced energy costs by acting as an additional layer of insulation, keeping the building cooler on hot days.

#### *Areas to consider for implementation:*

- » A demonstration of a green roof could be considered in the Oredock Upland Area for any semi-public use. Consideration could be given to the integration of one that is publicly-accessible on any potential research facility or other publicly accessible building, such as a restaurant. This could also provide a viewing platform of the lakefront, the trail, and the growing string of waterfront amenities.



### Blue Roofs

Blue roofs are non-vegetated systems that are designed to passively or actively collect stormwater through control devices. A blue roof system detains rainwater directly on a rooftop and slowly releases that water to the sewer system, allowing for some evaporation. The collected water can be used for irrigation or rain gardens, or it can be slowly discharged into the sewer system. Blue roofs are most effective when installed on relatively flat surfaces, such as industrial buildings.

#### *Areas to consider for implementation:*

- » Any new roof, or existing roof (that is structurally sound).



### Rain Barrels & Cisterns

Rainwater harvesting systems like rain barrels or cisterns collect and store rainfall for later use. A typical rain barrel will store 50 gallons of water, often used by homeowners to water their gardens during a period when no rain is falling. When they are full, most systems will need to be drained to allow space for more rainfall. A cistern, on the other hand, can range in size from tens to thousands of gallons. Many rely on pumps to reuse the harvested water.

#### *Areas to consider for implementation:*

- » Any building or structure with external drainage (downspouts).



# UDO Recommendations

Ashland's Unified Development Ordinance (UDO) outlines the City's zoning regulations that inform the development patterns in Ashland. As this Plan seeks to guide preferred development patterns in the waterfront zones, it is important that Ashland's zoning regulations are updated to allow the types of development that Ashlanders are looking for along Lake Superior, and limit ones that are undesirable. The City's Future Land Use Map in the Comprehensive Plan Update should also be considered to ensure consistency with the land use and development goals for the city.

With that in mind, what follows are recommendations for edits that should be made to Ashland's UDO in order to maintain consistency with this Plan and vision.

## 1. Revise the W-C Waterfront Commercial District.

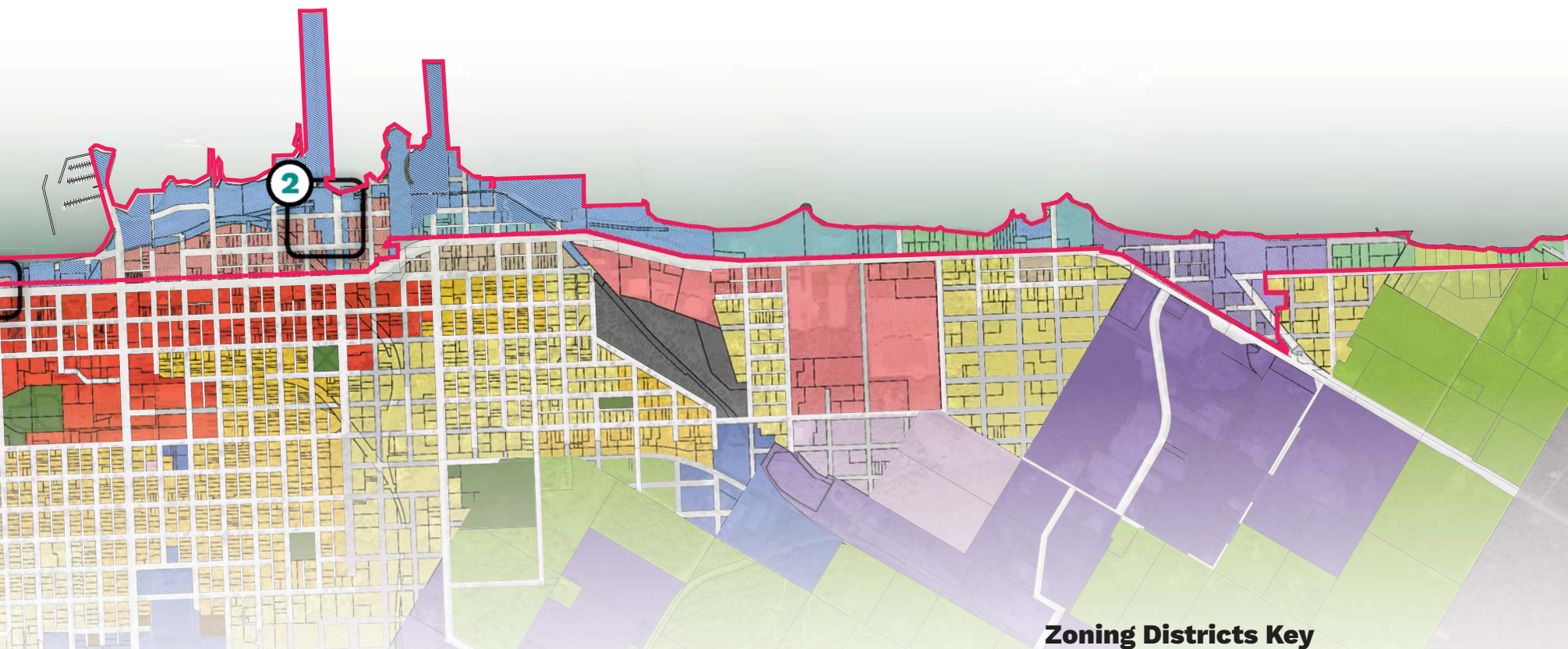
Consider editing the conditional uses that are allowed in the UDO to more clearly align with the intent of the district. Also consider adding residential uses as a conditional use in this district, and removing parking as a principal use.

## 2. Rezone the Ashland Oredock Upland Area as W-CC City Center District.

Utilize the Planned Unit Development (PUD) Overlay in addition to the rezoned base zoning for further customization of the development in this area.

## 3. Revise the W-CC Waterfront City Center District.

Add education/research use as a conditional use to this district, specifically "water-oriented research facilities." Add additional types of dwellings to this zone as a conditional use, including multifamily buildings, single family attached buildings, two family or duplex buildings, and mixed use residential buildings combined with a ground for commercial use.



**4. Revise the W-I Public/Institutional District.**

Add food kiosks, food trucks, and seasonal restaurants as a conditional use.

**5. Revise the Waterfront Overlay Zone.**

The location of parking lots is restricted in the entire waterfront zone. Ensure that proposed development adheres to these guidelines, or more clearly outline where parking should be prioritized in the waterfront areas.

**Zoning Districts Key**

|                                        |                                                |
|----------------------------------------|------------------------------------------------|
| R-E, Residential Estate                | MCI, Mixed Commercial/Industrial               |
| R-1, Single Family Residential         | LI, Light Industrial                           |
| R-2, Single & Two-Family Residential   | HI, Heavy Industrial                           |
| R-4, High Density Residential          | W-SFR, Waterfront Single Family Residential    |
| MHC, Manufactured Home Community       | W-MRC, Waterfront Mixed Residential/Commercial |
| MRC, Mixed Residential/Commercial      | W-CRM, Waterfront Conference Residential Mix   |
| PRI, Planned Residential/Institutional | W-C, Waterfront Commercial                     |
| NC, Neighborhood Commercial            | W-CC, Waterfront City Center                   |
| RC, Regional Commercial                | W-I, Waterfront Industrial                     |
| CC, City Center                        | W-PI, Waterfront Public/Institutional          |
| Waterfront Overlay District            | PI, Public/Institutional                       |
|                                        | PP, Public Park                                |
|                                        | AIR, Airport                                   |
|                                        | FD, Future Development                         |



# Strategic Action Plan

|                         | Where                                           | Goal                                                                                                                                                                    | Recommendation                                                                                                                                        | When        | Who                                | Investment    |
|-------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------|---------------|
| Central Waterfront Zone | Throughout                                      |       | <b>1.</b> Add youth-focused play areas to the central waterfront zone, such as a splash pad or playground.                                            | <b>M</b>    | City Parks & Rec                   | <b>\$\$</b>   |
|                         |                                                 |       | <b>2.</b> Partner with businesses – current and future – to create more public points of access to the waterfront through easements and cost sharing. | <b>M, L</b> | City Planning & Dev't, Parks & Rec | <b>\$\$</b>   |
|                         |                                                 |                                                                                        | <b>3.</b> Support existing and recruit additional waterfront-specific businesses.                                                                     | <b>O</b>    | City Planning & Dev't, Parks & Rec | <b>\$\$</b>   |
|                         |                                                 |       | <b>4.</b> Explore the idea of restaurants with a lake view in the Central Waterfront Zone.                                                            | <b>S, M</b> | City Planning & Dev't              | <b>\$\$\$</b> |
|                         | The Superfund Site, the Marina, and Kreher Park |                                                                                        | <b>1.</b> Create a new identity and name for the Superfund Site.                                                                                      | <b>S</b>    | Community                          | <b>\$</b>     |
|                         |                                                 |                                                                                        | <b>2.</b> Consider a boat repair shop in the Superfund Site area.                                                                                     | <b>S</b>    | City Parks & Rec                   | <b>\$\$</b>   |
|                         |                                                 |   | <b>3.</b> Enhance trail (bike and pedestrian) connection across the Superfund Site and Kreher Park.                                                   | <b>S</b>    | City Parks & Rec                   | <b>\$\$</b>   |
|                         |                                                 |   | <b>4.</b> Develop some boat storage at the Superfund site, but also prioritize development of boat storage away from the waterfront.                  | <b>S, M</b> | City Parks & Rec, Planning & Dev't | <b>\$\$</b>   |
|                         |                                                 |                                                                                      | <b>5.</b> Ensure that view corridors from the lake-adjacent neighborhoods and homes are considered and maintained.                                    | <b>O</b>    | City Planning & Dev't, Parks & Rec | <b>\$</b>     |
|                         |                                                 |   | <b>6.</b> Focus on developing public recreational space on the Superfund site, including event and concert space.                                     | <b>S, M</b> | City Parks & Rec                   | <b>\$\$\$</b> |
|                         |                                                 |                                                                                      | <b>7.</b> Continue the development of additional RV sites within the City-owned land to the southeast of the current sites at Kreher Park.            | <b>S, M</b> | City Parks & Rec                   | <b>\$\$</b>   |
|                         |                                                 |   | <b>8.</b> Enhance the pedestrian connection to the Marina, Kreher Park, and the Superfund Site from downtown and U.S. Highway 2 along Ellis Avenue.   | <b>M</b>    | City Parks & Rec                   | <b>\$</b>     |



# Using this Plan

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## Waterfront Goals

-  Accessible & Visible
-  Sustainable
-  Activated & Exciting
-  Community-centered
-  Safe

## When

- S** Short Term (1 year)
- M** Medium Term (1-4 years)
- L** Long Term (>5 years)
- O** Ongoing effort

## Investment

- \$\$\$** Large Investment (purchasing land, providing developer incentives, extensive landscape and public facilities development)
- \$\$** Medium Investment (developing smaller facilities, implementing programs)
- \$** Lower Investment (<\$100k projects, programs, or staff time)

| Where                                                                             | Goal                                                                                                                                                                    | Recommendation                                                                                                                                                                           | When        | Who                                              | Investment    |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------|---------------|
| <b>Central Waterfront Zone</b><br>The Superfund Site, the Marina, and Kreher Park |       | <b>1.</b> Work with area developers, area neighbors, and the Plan Commission to develop a desired development plan for the Oredock Upland area, including mixed-use and housing options. | <b>S, M</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$</b>     |
|                                                                                   |                                                                                        | <b>2.</b> Complete the feasibility study for a potential research center located in the Oredock Upland Area with institutional partners.                                                 | <b>S</b>    | Research center group                            | <b>\$</b>     |
|                                                                                   |                                                                                      | <b>3.</b> Consider recruiting a brick-and-mortar restaurant, vending kiosk (concession stand) and/or food truck park near to the Oredock Park to help activate the space.                | <b>S, M</b> | City Planning & Dev't                            | <b>\$\$</b>   |
|                                                                                   |   | <b>4.</b> Consider connecting Stuntz Avenue to U.S. Highway 2 in consultation with WisDOT, providing a more direct entrance to the Oredock Upland Area.                                  | <b>S</b>    | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$\$</b> |
|                                                                                   |   | <b>5.</b> Plan for a safe and ADA-accessible parking lot close to the Oredock Park for visitors and residents, and include enhanced on-street parking options close to the Oredock.      | <b>S</b>    | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$</b>   |
|                                                                                   |                                                                                      | <b>6.</b> Consider shared parking lots for new residential or mixed-use development and recreational uses in the Oredock Park.                                                           | <b>S, M</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$</b>   |

# Strategic Action Plan

|                    | Where                           | Goal                                                                                                                                                                | Recommendation                                                                                                                                                        | When     | Who (Lead)                                       | Investment  |
|--------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------|-------------|
| Central Waterfront | The Oredock Upland Neighborhood |   | <b>1.</b> Develop a priority pedestrian route through the Oredock Upland neighborhood to the Marina area and downtown Ashland, and install sidewalks along the route. | <b>M</b> | City Planning & Dev't, Public Works              | <b>\$\$</b> |
|                    |                                 |   | <b>2.</b> Enhance lighting throughout the Oredock Upland neighborhood, especially along the established pedestrian route to Downtown and the Marina.                  | <b>M</b> | City Planning & Dev't, Public Works              | <b>\$\$</b> |
|                    |                                 |   | <b>3.</b> Install neighborhood-scale wayfinding elements throughout the Oredock Upland neighborhood.                                                                  | <b>S</b> | City Planning & Dev't, Public Works              | <b>\$</b>   |
|                    |                                 |   | <b>4.</b> Locate an Ashland entrance marker to correspond with the new Oredock Park and new development in the Oredock Upland Area.                                   | <b>M</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$</b>   |

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## West & East Central Waterfront

| Where        | Goal                                                                                | Recommendation                                                                                                                                                                                         | When        | Who (Lead)                                       | Investment    |
|--------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------|---------------|
| West Central |    | <b>1.</b> Consider purchasing the Reiss Coal Dock in the long-term for development into a private community-focused use with development partners, or for demolition if redevelopment is not feasible. | <b>L</b>    | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$\$</b> |
|              |    | <b>2.</b> Add trail activation and visual interest to the trail by installing trail-side activities and informational signage.                                                                         | <b>M</b>    | City Parks & Rec                                 | <b>\$\$</b>   |
|              |    | <b>3.</b> Work with business and property owners of U.S. Highway 2 businesses that overlook the water to provide more access and views to the waterfront.                                              | <b>O</b>    | City Planning & Dev't, Parks & Rec               | <b>\$</b>     |
| East Central |    | <b>1.</b> Work with Clarkson Dock owners to establish official public easement rights to the dock, and work to purchase the dock in the longer term.                                                   | <b>M</b>    | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$\$</b> |
|              |    | <b>2.</b> Evaluate and restore the Clarkson dock before establishing City-managed tent camping sites at the Clarkson Dock.                                                                             | <b>M, L</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$</b>   |
|              |   | <b>3.</b> Consider developing a small boat launch near the Clarkson Dock or in Bayview Park.                                                                                                           | <b>M</b>    | City Parks & Rec                                 | <b>\$\$</b>   |
|              |  | <b>4.</b> Reach out to neighboring communities with Folk Schools to determine the feasibility of opening a Folk School branch or satellite in Ashland at the former water treatment site.              | <b>S, M</b> | City Planning & Dev't                            | <b>\$</b>     |
|              |  | <b>5.</b> Work with WisDOT to improve crossings to Bayview Park across U.S. Highway 2, ensuring that crossings are controlled and safe to allow for maximum use by pedestrians and bicyclists.         | <b>S, M</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$</b>   |

# Strategic Action Plan

|                  | Where        | Goal                                                                                                                                                                | Recommendation                                                                                                                       | When     | Who (Lead)                                       | Investment    |
|------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------|---------------|
| Waterfront Edges | Western Edge |                                                                                    | <b>1.</b> Add a soft launch and a place to tie up boats to the beach at Maslowski Park.                                              | <b>S</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$</b>     |
|                  |              |                                                                                    | <b>2.</b> Create an entrance marker to the Ashland lakefront district on the western side of the City.                               | <b>S</b> | City Planning & Dev't, Public Works              | <b>\$</b>     |
|                  |              |   | <b>3.</b> Preserve open park land and passive recreation on the Western edge of Ashland, including Prentice Park and Maslowski Park. | <b>S</b> | City Parks & Rec, Planning & Dev't               | <b>\$</b>     |
|                  |              |                                                                                    | <b>4.</b> Continue the design and installation of green infrastructure at Maslowski Beach.                                           | <b>S</b> | City Parks & Rec, Public Works                   | <b>\$\$</b>   |
|                  | Eastern Edge |                                                                                    | <b>1.</b> Investigate potential stormwater management efforts between 25th Avenue East and 26th Avenue East.                         | <b>M</b> | City Public Works                                | <b>\$\$</b>   |
|                  |              |                                                                                    | <b>2.</b> Transition the former Timeless Timber site at 2200 U.S. Highway 2.                                                         | <b>M</b> | City Planning & Dev't, Public Works              | <b>\$\$\$</b> |

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### When

- S** Short Term (1 year)
- M** Medium Term (1-4 years)
- L** Long Term (>5 years)
- O** Ongoing effort

### Investment

- \$\$\$** Large Investment (purchasing land, providing developer incentives, extensive landscape and public facilities development)
- \$\$** Medium Investment (developing smaller facilities, implementing programs)
- \$** Lower Investment (<\$100k projects, programs, or staff time)

# Resiliency Considerations

## UDO

| Where      | Goal                                                                               | Recommendation                                                                                                                                                                                                                                | When     | Who (Lead)                                       | Investment    |
|------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------|---------------|
| Throughout |   | <b>1.</b> Guide prudent lakeshore development to minimize potential future infrastructure impacts due to wave action and storm surge.                                                                                                         | <b>O</b> | City Planning & Dev't, Public Works              | <b>\$</b>     |
|            |   | <b>2.</b> Collaborate with partners to ensure that upstream agricultural projects (e.g., CAFO's) that could affect drinking water supplies and recreational access for swimming from harmful algal blooms are properly managed and monitored. | <b>O</b> | City Planning & Dev't, Public Works              | <b>\$</b>     |
|            |   | <b>3.</b> Prioritize habitat restoration above the normal water level of the lake due to uncertainty of lake levels and energy. Promote natural processes and recruitment.                                                                    | <b>O</b> | City Planning & Dev't, Public Works              | <b>\$\$</b>   |
|            |   | <b>4.</b> Work cooperatively with natural resource agencies to promote and enhance local fisheries.                                                                                                                                           | <b>O</b> | City Planning & Dev't, Public Works              | <b>\$</b>     |
|            |   | <b>5.</b> Promote land acquisition of lakeshore and nearshore open space (e.g. the docks) that is not suitable for desirable development.                                                                                                     | <b>O</b> | City Planning & Dev't, Public Works              | <b>\$\$\$</b> |
|            |  | <b>6.</b> Integrate green infrastructure into waterfront projects and throughout the city to improve water quality and quantity concerns.                                                                                                     | <b>O</b> | City Planning & Dev't, Parks & Rec, Public Works | <b>\$\$\$</b> |
| Throughout |                                                                                    | <b>1.</b> Revise the W-C Waterfront Commercial District.                                                                                                                                                                                      | <b>S</b> | City Planning & Dev't                            | <b>\$</b>     |
|            |                                                                                    | <b>2.</b> Rezone the Ashland Oredock Upland Area as W-CC City Center District.                                                                                                                                                                | <b>S</b> | City Planning & Dev't                            | <b>\$</b>     |
|            |                                                                                    | <b>3.</b> Revise the W-CC Waterfront City Center District.                                                                                                                                                                                    | <b>S</b> | City Planning & Dev't                            | <b>\$</b>     |
|            |                                                                                    | <b>4.</b> Revise the W-I Public/Institutional District.                                                                                                                                                                                       | <b>S</b> | City Planning & Dev't                            | <b>\$</b>     |
|            |                                                                                    | <b>5.</b> Revise the Waterfront Overlay Zone.                                                                                                                                                                                                 | <b>S</b> | City Planning & Dev't                            | <b>\$</b>     |





# Case Studies

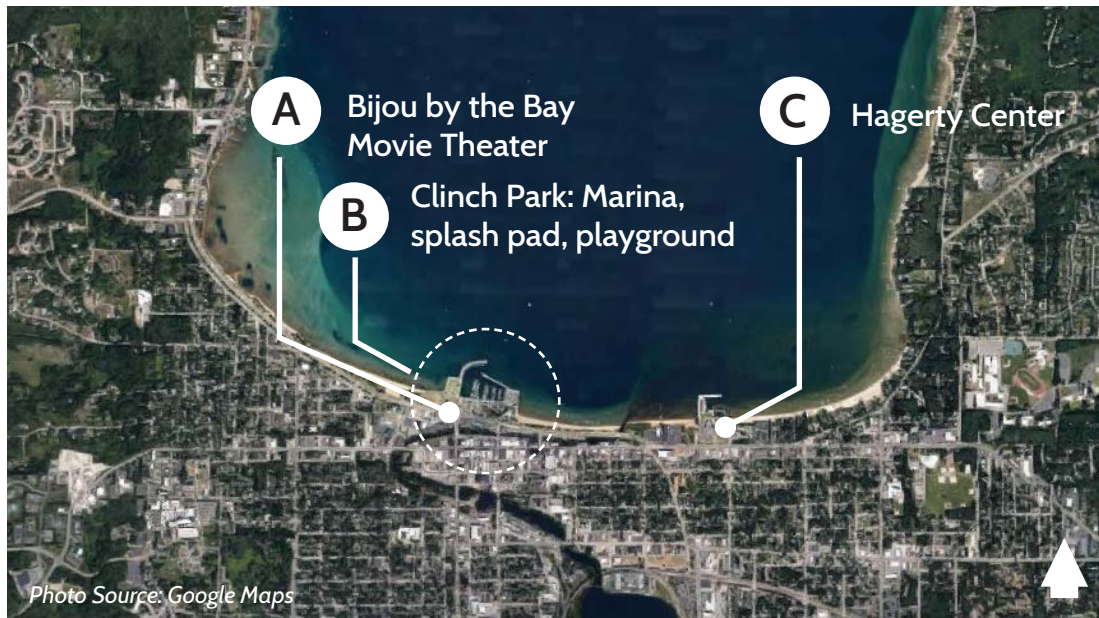
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The case studies on the following pages were chosen based on both their similarities with Ashland's waterfront, but also based on their differences. The communities highlighted are certainly different from Ashland in terms of their scale, population, demographics, income, and economics, but each community shares a focus on their waterfront as a key community asset. Each community is also located in an area with four seasons and relatively short periods of hot summer weather.

These profiles are included to encourage Ashland to dream big when it comes to new development on the waterfront, find ideas that resonate with Ashlanders, come up with unique waterfront uses, and use the waterfront as a way to continue to define Ashland's identity. Ashland's motto, "find yourself next to the water," can take on new resonance in this next phase of waterfront development, as Ashland seeks to create a waterfront that is accessible, sustainable, and full of excitement for all.



## Traverse City, Michigan | Population 14,674 | Summer High, July 80°



**Similarities to Ashland's Waterfront:** Waterfront trail, marina, open space

### Land Uses and Development on the Waterfront:

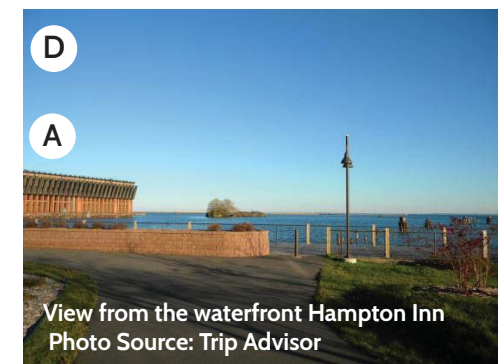
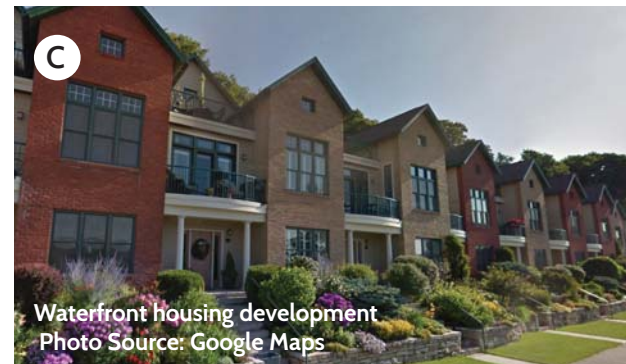
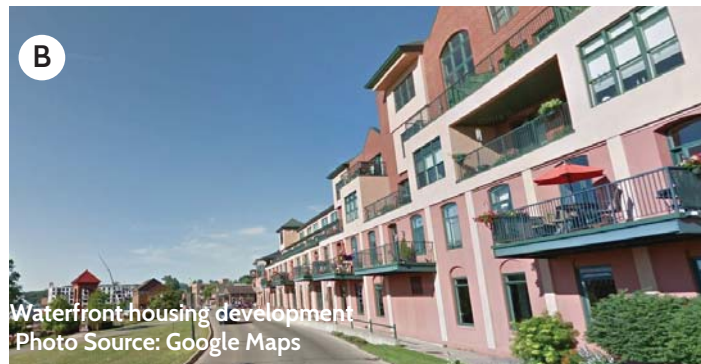
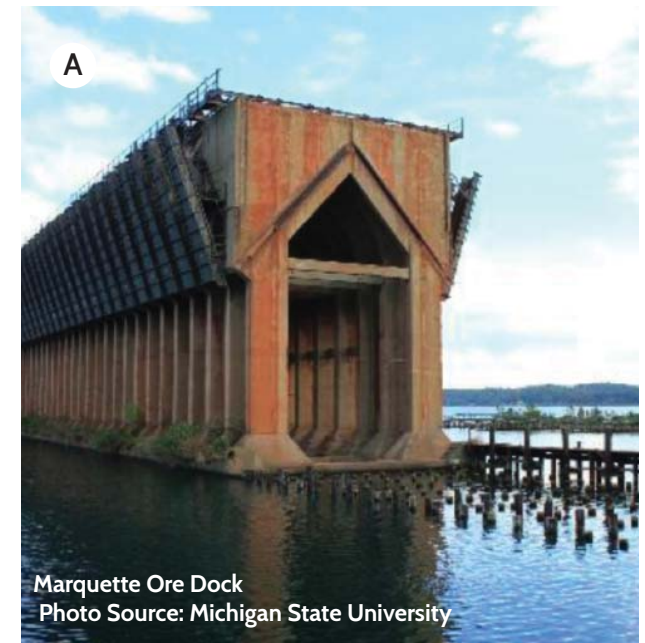
Convention center (Hagerty Center at Northwestern Michigan College), marina, splash pad, playground, movie theater, senior center, public parks, resorts, single family homes

Traverse City is in an area of Michigan that supplies the largest amount of tart cherries in the nation. The National Cherry Festival, drawing 500,000 attendees from the region and country, is a week-long

celebration that is the centerpiece of tourism for the city. The highlight of their waterfront is Clinch Park, featuring a marina, playground, splash pad, soft launch for small boats, and a renovated movie theater. Across the street from the waterfront there is additional parking, a covered farmer's market area, and connection to the downtown. The Hagerty Center at Northwestern Michigan College contains a maritime academy, a water studies institute, and a culinary institute as well a convention center and event space overlooking the lake. The marina does not include covered boat storage on the waterfront.



## Marquette, Michigan | Population 21,355 | Summer High, July 81°



**Similarities to Ashland's Waterfront: Open space, hotel, ore dock, marina, trail system**

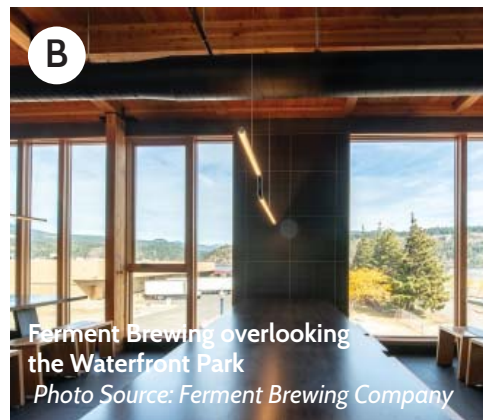
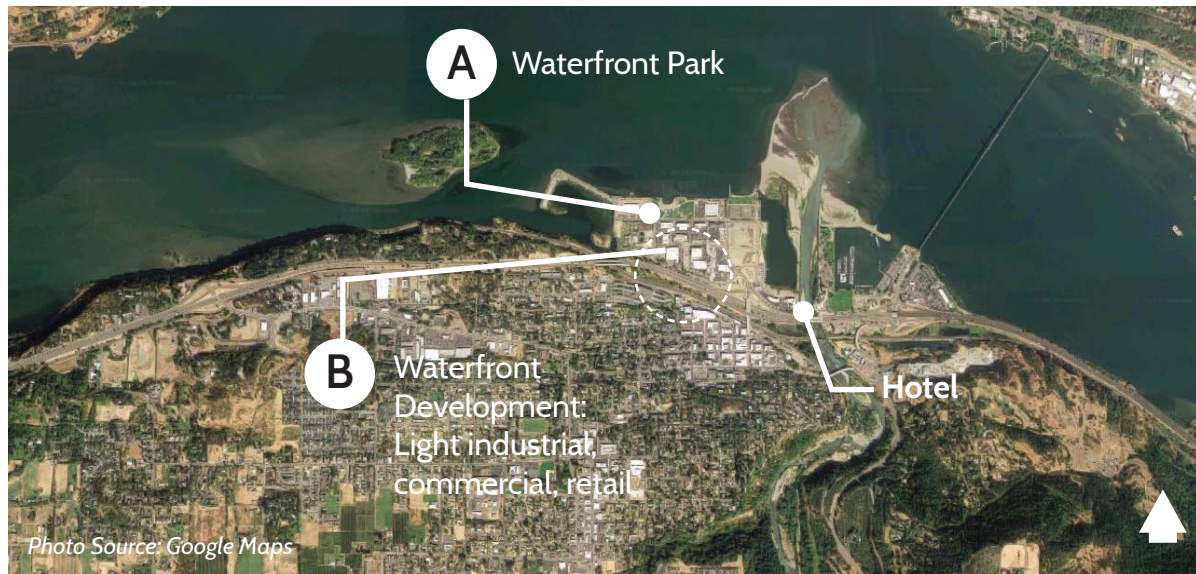
### Land Uses and Development on the Waterfront:

Town homes, park space, working ore dock, hotel and venue, marina

Marquette, Michigan has some striking similarities to Ashland - notably, there are two ore docks on the waterfront that dominate views of the water. Marquette has several examples of waterfront condo development with views of the lake, most of which are across the street from large open spaces along the waterfront itself. There is also a large hotel with event space along the waterfront. The marina space does not include covered boat storage on the waterfront.



## Hood River, Oregon | Population 7,167 | Summer High, August 82°



**Similarities to Ashland's Waterfront:** Waterfront trail, marina, open space

### Land Uses and Development on the Waterfront:

New commercial/industrial/retail/warehouse park facing the waterfront park, waterfront trail system, kayak launch, marina, shopping center, hotels and spa, undeveloped land with railroad right-of-way

Hood River, Oregon has recently developed a contemporary mixed-use industrial/commercial waterfront district in conjunction with their

Waterfront Park. New development faces Waterfront Park with large windows and pedestrian connections that allow for flow of visitors from the open space to a coffee shop, brewery, or co-working space. The new waterfront development features contemporary design to complement the contemporary outdoor recreation spaces. Further down the shore there are public beaches and a marina launch. The marina does not include covered boat storage on the waterfront.









**SUBJECT:** Approve a Contract with iWorQ Systems for Permit Management Software (*Planning*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Planning & Development Department  
City Clerk  
Public Works Department  
Finance Department  
City Attorney

**EXHIBITS:** 1. iWorQ Systems Quote and Service Agreement  
2. iWorQ Systems Permit Software Proposal

**EXPENDITURES REQUIRED:** \$13,200

**AMOUNT BUDGETED:** \$15,000 (Fund 245, 2020 Budget approved by Council on November 19, 2019)

**APPROPRIATION REQUIRED:** \$0

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on November 26, 2019 that iWorQ Systems in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

**COMPLIANCE WITH ORDINANCE 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** The Comprehensive Plan prioritizes housing improvements and economic development as central goals for the City, and improving how the City issues permits will positively impact both of these as the City is better able to track progress and residents can more easily engage with the City to pull permits and submit property maintenance concerns.

**SUMMARY STATEMENT:**

The Planning & Development Department solicited quotes and received bids from 3 qualified firms for permit management software to inform 2020 budgetary needs. The City received proposals for set up and annual service fees from:

- iWorQ: \$13,200 total (\$8,000 annual service fee)
- SmartGov: \$35,570.01 (\$8,230.01 annual service fee)
- Civic Systems, LLC: \$29,600 (\$19,000 annual service fee)

The Planning & Development Department recommends contracting with iWorQ which will provide a web-based platform for permit management, property maintenance tracking and a public portal for residents to submit complaints and apply for permits online. iWorQ will integrate with the City's GIS, allow for a greater range of reporting capabilities to share data with Council and the public, and will improve communication within the Planning Department as well as between City departments.

Because of the web-based platform and unlimited number of users allowed, the Public Works Department will utilize the same database for tracking Right-of-Way permits (currently done in an Excel spreadsheet) and the Clerk's office will also utilize it for issuance of licenses and permits that they administer.

Benefits of contracting with iWorQ for permit management software:

- No limitations to the number of permit templates and active users utilizing the software;
- Unlimited training and staff assistance;
- The City will pay for one permit software to handle all Planning & Development Department permits as well as Right-of-Way permits (issued by Public Works) and all permits issues through the Clerk's office;
- Having an online platform will improve communication between departments;
- An updated permit tracking system will allow for a greater variety and more transparent reporting on permitting and property maintenance activity to Council and the public; and
- Integration of past and future permits with the City's GIS system will assist in department analysis of development activity and property maintenance enforcement.

# **Service Agreement for The City of Ashland, Wisconsin**



***Community Development & Public Works Software***



## Executive Summary

Thank you for considering iWorQ Systems! We have been providing government software solutions since 2001 and serve more than 1,450 customers throughout the United States and Canada. iWorQ Systems leads the industry in delivering hosted web-based solutions.

To access iWorQ all you need is an internet connection and your choice of device including desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine which device to utilize inside the office or in the field.

We are confident in providing a solution that can improve your internal communication as well as increase your responsiveness to your citizens and customers while reducing the time and effort from your staff. We do this by streamlining your processes through our applications inside the office, out in the field, and provide additional access through our Citizen Engagement mobile app and web portal for internal staff and citizens.

We will follow up with you to review any questions you may have about this proposal and the next steps in our consultative sales process.

*Best Regards,*



Scott Jardine  
VP | Sales & Marketing

|                                           |                                               |
|-------------------------------------------|-----------------------------------------------|
| <b>Ashland, Wisconsin</b>                 | <b>Quote creation: 11/18/2019</b>             |
| <b>601 Main Street, Ashland, WI 54806</b> | <b>Prepared by: Nick Bishop and Ty Pebley</b> |

## 1. QUOTE

Ashland- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 8,216

| <b><u>Community Development Applications and Services</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>Package Price</u></b> | <b><u>Billing</u></b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------|
| <b>Community Development Package</b><br>- Available on any computer, tablet, or mobile device using Chrome browser<br>- Code Enforcement with OpenStreetMap<br>- Permit Management with OpenStreetMap<br>- Quarterly parcel upload<br>- Track contractors and their associated permits and inspections<br>- Free letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.                                                                                                                                                                                                       | <b>\$3,500</b>              | Annual                |
| <b>License Management</b><br>- Available on any computer, tablet, or mobile device using Chrome browser<br>- Licensing for business, alcohol, liquor, rentals, etc.<br>- Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters.<br>- Reminder letter generation<br>- Online renewal capabilities                                                                                                                                                                                                                                                                          | <b>\$1,500</b>              | Annual                |
| <b>Portal Home</b><br>*Permit Portal<br>*Code Enforcement Portal<br>*Licensing<br><br>-Configurable portal for ease of applying for permits and tracking current permits online<br>-Allows for submitting code enforcement issues online and viewing code cases on the map<br>-Apply for licenses online & view current list of licenses<br>-Includes Premium Data (25 MB Uploads, 100 GB Total Storage)<br>-3 Custom Forms<br>-Messaging feature for easy interaction with citizens<br>-Built-in automatic workflow capabilities<br>-Ensures better communication with citizens and allows for easy interaction | <b>\$3,000</b>              | Annual                |
| <b>ANNUAL TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$8,000</b>              |                       |
| Setup, training, and system configuration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$5,200</b>              | Once                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                       |
| <b>Grand total due</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$13,200</b>             |                       |

## Notes

- 1- Implementation of the software and execution of this contract will commence when signed and received by iWorQ Systems. Invoices for the amount above will be sent out January 6<sup>th</sup>, 2020 (Net 30 Terms) and is contingent upon disbursement and availability of pre-approved funds. If funds are not available or final approval is not granted to the City, iWorQ will not send an invoice and the agreement will be canceled and will be null and void.
- 2- This quote is provided at the customer's request and is good for 30 days.
- 3- This quote cannot be disclosed or used to compete with other companies.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated.

## 2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual\* cost, upon request. The services listed below may already be included in the quote in Section 1.

|                                                                                                                                                                     |         |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| <b>Additional Storage</b> – Each unit of storage contains an additional 100 GB.                                                                                     | \$250   | Annual |
| <b>Plans Review and Annotation</b> – Requires premium data package to use. Draw and annotate on plans; save data in layers on plans; and place watermarks on plans. | \$1,000 | Annual |
| <b>Onsite Backup</b> – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.                                                    | \$500   | Annual |
| <b>GIS Rest Services</b> - iWorQ will publish your agency's WMS layers into the application(s). The cost is \$500 per application.                                  | \$500   | Annual |
| <b>Payment Processing</b> – setup merchant account and gateway through Syncopal Payments so card payments can be received online and recorded in iWorQ.             | \$500   | Annual |

*\*Additional services are subject to setup fees which are 2/3 of the annual cost.*

## 3. GUIDELINES

### 3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: [sales@iworq.com](mailto:sales@iworq.com)

Fax: 1 (866) 379-3243

**Mailing address:**  
PO Box 3784  
Logan, UT 84323

**Physical address:**  
1125 W. 400. N. Suite 102  
Logan, UT 84321

### **3.2 Billing information**

iWorQ will invoice Customers on an annual basis. Customers reserves the right to cancel service at any time after the initial year, by providing iWorQ a 30-day written notice.

### **3.3 Data conversion**

As part of the project setup, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

## **4. SERVICES and SUPPORT**

### **4.1 Data ownership**

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement. iWorQ will disburse data within 30 days of written notification.

### **4.2 FREE training**

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

### **4.3 FREE updates**

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

### **4.4 FREE support**

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

### **4.5 FREE data back up**

iWorQ does back-ups twice weekly and offsite once weekly.

### **4.6 Proprietary letters/forms**

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

### **4.7 Data upload and storage limits**

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

## 4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software, (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

## 5. SETUP & BILLING INFORMATION

### 5.1 Implementation information

Primary Contact(s) \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Additional Contact(s) \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

### 5.2 Billing information

Billing Contact \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ Prefer to receive invoice by email? Yes ☐ No ☐

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax exempt ID# \_\_\_\_\_

## 6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

\_\_\_\_\_  
(Phone) (Mobile) (Email)

\_\_\_\_\_  
(Signature) (Print Name & Title) (Date)





|                                           |                                               |
|-------------------------------------------|-----------------------------------------------|
| <b>Ashland, Wisconsin</b>                 | <b>Quote creation: 9/10/2019</b>              |
| <b>601 Main Street, Ashland, WI 54806</b> | <b>Prepared by: Nick Bishop and Ty Pebley</b> |

## 1. QUOTE

Ashland- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 8,216

| <b><u>Community Development Applications and Services</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>Package Price</u></b> | <b><u>Billing</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------|
| <b>Portal Home</b><br>*Permit Portal<br>*Code Enforcement Portal<br>-Configurable portal for ease of applying for permits and tracking current permits online<br>-Allows for submitting code enforcement issues online and viewing code cases on the map<br>-Includes Premium Data (25 MB Uploads, 100 GB Total Storage)<br>-3 Custom Forms<br>-Messaging feature for easy interaction with citizens<br>-Built-in automatic workflow capabilities<br>-Ensures better communication with citizens and allows for easy interaction | <b>\$2,500</b>              | Annual                |
| <b>License Management</b><br>- Available on any computer, tablet, or mobile device using Chrome browser<br>- Licensing for business, alcohol, liquor, rentals, etc.<br>- Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters.<br>- Reminder letter generation<br>- Online renewal capabilities                                                                                                                                                                                          | <b>\$1,500</b>              | Annual                |
| <b>License Portal</b><br>-Configurable portal for ease of applying for licenses and tracking them online<br>-3 Custom Forms<br>-Messaging feature for easy interaction with citizens<br>-Built-in automatic workflow capabilities                                                                                                                                                                                                                                                                                                | <b>\$500</b>                | Annual                |
| <b>Community Development Package</b><br>- Available on any computer, tablet, or mobile device using Chrome browser<br>- Code Enforcement with OpenStreetMap<br>- Permit Management with OpenStreetMap<br>- Quarterly parcel upload<br>- Track contractors and their associated permits and inspections<br>- Free letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.                                                                                                                       | <b>\$3,500</b>              | Annual                |
| <b>ANNUAL TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$8,000</b>              |                       |
| Setup, training, and system configuration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$5,200</b>              | Once                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                       |
| <b>Grand total due</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$13,200</b>             |                       |

# Smart Gov Proposal

Pricing based on...

| <b>Subscription</b>                                                     |                              |
|-------------------------------------------------------------------------|------------------------------|
| SmartGov Connector GIS                                                  | \$666.67                     |
| SmartGov Connector Contractor                                           | \$666.67                     |
| SmartGov Connector Parcel                                               | \$666.67                     |
| SmartGov Public Portal                                                  | \$1,557.50                   |
| SmartGov User License                                                   | \$4,672.50                   |
| Subscription Term: 12 months<br>4 months included at no additional cost | <b>Subtotal: \$8,230.01</b>  |
| <b>Implementation &amp; Services</b>                                    |                              |
| Fees Configuration (Pages)                                              | \$640.00                     |
| Department Types / General Configuration                                | \$7,200.00                   |
| Onsite Training 2 day Package                                           | \$5,000.00                   |
| Project Management                                                      | \$3,500.00                   |
| Map Connector Configuration                                             | \$4,000.00                   |
| Contractor Connector Configuration                                      | \$1,500.00                   |
| Parcel Connector Configuration                                          | \$4,000.00                   |
| Portal Configuration                                                    | \$1,500.00                   |
|                                                                         | <b>Subtotal: \$27,340.00</b> |
| <b>Total Initial Investment</b>                                         | <b>\$35,570.01</b>           |

Annual Cost is \$12,335

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Ashland and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.

# Software Purchase Agreement

Civic Systems, LLC  
Ten Terrace Court  
P.O. Box 7398  
Madison, WI 53707-7398

City of Ashland  
601 Main Street West  
Ashland, WI 54806

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **50% is due upon execution of the contract and the remaining 50% of the contract is due at training.** The information provided in this proposal is valid for 60 days from date of issue.

## INVESTMENT SUMMARY

|                                       |           |
|---------------------------------------|-----------|
| License Fees                          | \$ 19,000 |
| • Building Permits (\$8,000)          |           |
| • Code Enforcements (\$3,000)         |           |
| • 4 New Concurrent Users (\$8,000)    |           |
| o (12 Total Clarity Concurrent Users) |           |
| Less: Negotiated Discount             | (2,000)   |
| Setup Estimate                        | 9,000     |
| • 64 HRs @ \$150/HR                   |           |
| Training                              | 3,600     |
| • 3 Days @ 1,200/Day                  |           |
|                                       | <hr/>     |
| Total Investment                      | \$ 29,600 |
|                                       | <hr/>     |
| Annual Support Increase               | \$ 3,300  |
|                                       | <hr/>     |

\*Above amounts do not include travel costs.

## SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance of this agreement.

### CITY OF ASHLAND, WI

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### CIVIC SYSTEMS, LLC

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_