

ASHLAND CITY COUNCIL MEETING
Tuesday, February 11, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Roll Call, Moment of Silence, and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. January 28, 2020 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Committee Minutes

B. Operators' Licenses

7. OLD BUSINESS

A. Approve a Resolution of Support of the Efforts of the Bad River Band of Lake Superior Chippewa to Remove the Enbridge Line 5 Pipeline from the Bad River Watershed *(Approved 9-0-1 by Committee of the Whole)*

B. Approve a Resolution to Create an Ordinance Banning the Use of Coal Tar Sealant Products in the City of Ashland *(Approved by Committee of the Whole 9-0)*

8. NEW BUSINESS

A. Approve a Resolution to Approve the Update of Authorized City of Ashland Signatories for the Zurich American Life Insurance Company *(Human Resources) Voice*

B. Approve an Agreement with Stephen G. Schraufnagel for Building, HVAC, Plumbing and Electrical Inspection Services *(Planning and Development) Roll*

- C. Approve a Resolution to Accept the Workmanship of Hydro-Klean, LLC and Approve Final Payment for the 2019 Sanitary Sewer Pipe Condition Assessment and I&I Investigation Project (*Public Works*) Roll**
- D. Approve a Resolution to Accept the Workmanship of Veit & Company, Inc and Approve Final Payment for the Kreher Park Redevelopment Project (*Public Works*) Roll**
- E. Approve Task Authorization No. 6, Ashland Ore Dock Phase I, Part 2 Diamond Access Construction Documents and Construction Administration with SmithGroup (*Parks and Recreation*) Roll**
- F. Approve Amendment No. 3 to Design and Engineering Services Contract with SmithGroup for Ashland Ore Dock Phase 2 Stuntz Avenue Corridor (*Public Works*) Voice**
- G. Approve to Accept a Grant from State of Wisconsin Department of Administration, Wisconsin Coastal Management to be Used for Ashland Ore Dock Phase 1: Diamond Access (*Parks and Recreation*) Roll**
- H. Approve an Ordinance to Amend Chapter 463 (1819) Policies and Procedures for Parks, Facilities and Recreation Areas, Ashland City Ordinances (*Parks and Recreation*) Voice**
- I. Approve Ordinance to Amend Chapter 882 (991) Arcades, Ashland City Ordinances, to Update Fees According to the Comprehensive Fee Schedule as Approved by Council (*Clerk*) Voice**

9. ADJOURNMENT

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

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ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, January 28, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, January 28, 2020 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, Moment of Silence, and Pledge of Allegiance

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

PRESENT: Holly George, Matthew MacKenzie, Sarah Jackson, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Kate Ullman (arrived at 5:33)

ABSENT: Jackie Moore (excused)

ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Police Chief Jim Gregoire, Captain Bill Hagstrom, multiple Ashland Police officers, Public Works Director John Butler, Fire Chief Dave Wegener, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. Minutes of the January 14, 2020 Council and Committee of the Whole Meetings

George moved, seconded by Franek to approve the minutes of the January 14, 2020 Council and Committee of the Whole minutes. The motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Jennifer Smith, 3100 Emmet and representative of Enbridge, spoke in reference to the pipeline Line 5 which currently runs through the Bad River Reservation.

Pete Rasmussen, Marengo, spoke of the plans to remove the Enbridge Line 5 pipeline.

Nick Vander Pye, Mellen, spoke in support of the resolution to support Bad River and to protect the resources.

Ella Syverson, 813 7th Avenue West, spoke in opposition of the Enbridge Line 5 pipeline.

Amy Syverson, 813 7th Avenue West, shared her concerns for the Line 5 pipeline in the Bad River Watershed.

Chris Plansky, 813 7th Avenue West, spoke in support of protecting the region and asked for support to remove the Line 5 pipeline.

Sandy Gokee, 901 10th Avenue West, spoke to the resolution regarding the pipeline and the divisiveness of conversation in the community regarding the resolution.

Frank Koehn, 619 7th Avenue West, expressed that the resolution in support of Bad River is an example of support for the community.

Joe Bates, Bad River, has attended meetings with Enbridge and spoke of the source of energy carried by Enbridge's Line 5 pipeline.

5. MAYOR'S REPORT

A. Recognition of Sargent Jodeanne Janecek-Kundinger Retirement

Mayor Lewis presented Officer Janecek-Kundinger with a plaque of gratitude, and shared her appreciation and congratulations on her retirement from the City. Chief Gregoire and retired Officer Michelle Tutor also spoke to Jodeanne's accomplishments.

B. Announcements

Lewis noted that the City Administrator is currently on vacation. She also extended sympathies to Councilor Ortman for the recent loss of his brother. Lewis attended a Census 2020 meeting and noted the importance of getting a complete count, and that the Census has part-time jobs available. The Waterfront Development Plan will be discussed on Thursday, January 30, 2020 at 5:00 pm at the Hotel Chequamegon. The steering committee for the Lake Superior Science Center completed their Feasibility Study and will be presenting that to the public on Tuesday, February 1, 2020 in the City Hall Chambers. Lewis commented that she is looking to fill vacancies on the Revolving Loan Committee and Library Board. She finished by acknowledging the retirement of Lynn Garrington after 31 years of working at the Library.

C. Appointments

The Mayor recommended approval of the following appointments:

Parks and Recreation Committee

Dawayne Lampson, replacing Stephanie Jaeger
Term Expires: April 30, 2020

David Ullman, replacing Tim Heil
Term Expires: April 30, 2020

Beautification Council

Layne Richardson, re-appointment
Term Expires: February 15, 2023

Jeanne Spruell, re-appointment
Term Expires: February 15, 2023

Shawna Johnson, re-appointment
Term Expires: February 15, 2023

Ore Dock Trust Committee

Dawn Rivard, replacing Marvin Suomi
Higher Education Representative

Haas moved, seconded by Tochterman to approve. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

- B. Approve a Resolution to Proclaim the Third Weekend in May as the Observed International Migratory Bird Day in Ashland, Wisconsin** (*Parks and Recreation*) Voice
FILE #17545

C. Operators' Licenses

The following individuals has applied for an operators' license: Aidan Reilly, Bobbi Jane Scribner, Tiffany LeAnn Hudack, Phillip Adam Trapp, Anthony James Burn, and Richard Allen Martikonis.

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

7. NEW BUSINESS

A. Discussion and Approval of the Process for the City Administrator's Annual Performance Evaluation (*Mayor*)

Lewis discussed the evaluation process, and explained that Kucera will provide a self-evaluation to Council prior to their completing their evaluations.

Haas moved, seconded by Ortman to approve. The motion passed unanimously by voice vote.

B. Approve Agreement by and between the City of Ashland and Town of Sanborn for Emergency Medical Services (*Administration*) Roll

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

C. Approve a Resolution to Authorize the Establishment of Bicycle and Pedestrian Facilities as Part of the Future 11th Street East Roadway Reconstruction Project (*Public Works*) Voice

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

FILE #17546

D. Approve Professional Services Agreement with Cedar Corporation for Vaughn Avenue and 7th Avenue West Utility and Reconstruction Project Engineering Design (*Public Works*) Roll

Pufall moved, seconded by Haas to approve. The motion passed unanimously by roll call vote.

E. Approve to Enter in an Agreement with Independent Contractor J.R Dunn LLC (Jamie Dunn) as a Consultant/Project Manager for the City of Ashland in Regard to the Ashland Lakefront Superfund Site Redevelopment (Parks & Recreation) Roll

Pufall moved, seconded by George to approve. The motion passed 9-0 by roll call vote; Pufall was excused for the roll call vote.

8. CLOSED SESSION

A. Closed Session Pursuant to Wis. Stat. 19.85 (1)(g): “Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation.” (Defoe and Deplacito Claims) (City Attorney) Roll

Haas moved, seconded by George to enter into Closed Session. The motion passed 9-0 by roll call vote; Pufall was excused for the roll call vote.

Council approved by voice vote to allow Public Works Director John Butler to remain while in Closed Session.

Ortman moved, seconded by George to approve the recommendation to formally deny the claim. The motion passed 9-0 by roll call vote; Whitebird abstained.

B. Return to Open Session Voice

Haas moved, seconded by Whitebird to return to open session. The motion passed unanimously by voice vote.

C. Reporting on Closed Session Discussion and/or Action

Lewis reported that Council voted 9-0 to approve to formally deny the claim as recommended by the City's insurance.

9. ADJOURNMENT

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

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

COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on January 28, 2020 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:

The Tuesday, January 28, 2020 Ashland Committee of the Whole meeting was called to order by Council President Kate Ullman, in the Ashland City Hall Council Chambers at 7:00 p.m.

1. Roll Call

PRESENT: Holly George, Matt MacKenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall (excused at 8:00 p.m.)

ABSENT: Jackie Moore (excused)

ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, and other concerned citizens.

2. Council President's Report

Ullman thanked those who planned and participated in the recent Martin Luther King Day celebrations.

3. Administrator's Report

The Administrator was not present to give a report.

4. Approval of Agenda

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

5. Committee Updates

HARBOR COMMISSION - D PUFALL

no report

PLAN COMMISSION - M MACKENZIE

no report

POLICE & FIRE COMMISSION - D LEWIS

no report

LIBRARY BOARD - S JACKSON

Board has chosen an architect

HOUSING AUTHORITY - L FRANEK

Approved utility cost adjustments

HOUSING COMMITTEE - A TOCHTERMAN

no report

PARKS & REC COMMITTEE - K HAAS

no report

PUBLIC WORKS COMMITTEE - J MOORE

no report

SUSTAINABILITY COMMITTEE - K ULLMAN

Will be bringing recommendations to update the 25 x 25 Plan

HISTORIC PRESERVATION - L FRANEK

Has not met but received multiple citizen comments regarding recently razed home

DISABLED PARKING - W WHITEBIRD

no report

SOURCE WATER PROTECTION - C ORTMAN/W WHITEBIRD

Has not yet met.

6. Discussion Items

A. Discussion Regarding the Vaughn Avenue Reconstruction Update (Public Works)

Public Works Director John Butler offered a presentation to update Council regarding plans for the Vaughn Avenue Reconstruction Project.

B. Discussion and Possible Action Regarding a Proposed Resolution in Support of Bad River Tribe Efforts to Remove the Line 5 Pipeline (*Ullman and Whitebird*)

Ullman introduced the agenda bill.

Whitebird moved, seconded by Franek to recognize Sandy Gokee to speak. The motion carried unanimously by voice vote.

Pufall moved, seconded by Whitebird to approve the resolution and move it forward to the next Council agenda for formal approval. The motion carried 9-0 by voice vote; MacKenzie abstained.

C. Discussion and Possible Action Regarding a Proposed Ordinance Banning Coal Tar Products in the City of Ashland (*Ullman*)

Wickman offered his legal opinion referring to the proposed ordinance.

Tochterman moved, seconded by Ortman to approve the ordinance with the addition of Wickman incorporating penalties suggested by Councilors. The motion carried unanimously by voice vote.

7. Adjournment

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

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS: 1. Volunteer Form (redacted)

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 Mayor is recommending the following appointment:

Economic Development - Revolving Loan Fund Advisory Board

Daryl Jolma, business representative, replacing Tyler Wickman,
Term expires April 15, 2020

OFFER TO VOLUNTEER FORM

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

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

City of Ashland's Revolving Loan Fund

Brief statement of education and training:

Graduate of Ashland High school, Property, Casualty, Life & Health licensed.

Series 6 & 63. Mortgage loan Originator NMLS# 139716

Biography:

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

I grew up on a dairy farm south of Ashland. I spent 15 years as a project manager for a general contractor. I have been a state farm agent for the last 4 years. I am married to Tennie & we have 6 children. We live on a beef farm in Marengo. I was on the volunteer fire department for 10 years.

Individual References or Referred by (include phone #):

Betsey Harries

Contact Information:

Daryl Tolma
Name (Print)

Phone Number

64739 Long Rd Marengo WI 54855
Address

Email:

Date

2-4-2020

**THE ASHLAND ORE DOCK CHARITABLE TRUST
BOARD OF TRUSTEES MEETING MINUTES**

Monday October 14, 2019, 8:15-9:00 am

City Hall Council Chambers

601 Main St W

Ashland, WI 54806

I. Call to order.

a. Roll Call.

- a. Present: Beirl, Rivard, Monroe, George, Hudson, Ronning, Pufall and LePean (arrived at 8:50 am)
- b. Excused: Lewis
- c. Others: McBride, Butler

b. Agenda discussion / modification/approval

- a. Motion by George, second by Monroe

c. Approval of Minutes – July 24, 2019 and September 25, 2019

- a. Motion by George, second by Ronning

II. Citizens wishing to address the board on agenda items.

None

III. Project Updates

a. Phase 1 Work – Hudson and Butler review what has happened since the last meeting. When the bridge was removed it exposed a crack in the new concrete abutment. Upon notification of M&J, it was found out no rebar was present in the original abutment. The City has signed an additional Construction Administration Document with SG to oversee the deficiencies in the project. M&J has agreed to reimburse the City for these costs including fixing of the abutment. George suggested that Butler and Hudson keep track of extra time that they have spent just in case. Rivard asked what implication could happen because of this. Hudson and Butler explained the potential implications: structural engineer not signing off on project, keeping of retainage, and potential safety implications. Trustee expressed interest in City staff exploring the possibility of an extended warranty on project by M&J. Butler asked the Trust if it's important if the bridge comes back before winter, Trust feels that is most important to get the project right instead of getting it done quickly.

b. Phase 2: Stuntz Gateway Update: Hudson and Butler explain what has happened thus far in planning in Phase 2. The City has been working with SmithGroup, our retained consultant, on the Ashland Oredock Redevelopment Phase 2: Stuntz Gateway for several months. Before we sign our Provider Partnership Agreement with the Army Corp, the project has to go through preliminary design and the NEPA process, during this process a traffic study was done. The traffic study showed that the reconnection could happen, but the reconnection needs to be farther west than it was originally. The Attached documents show the reconnection, potential streetscapes, green infrastructure, and the terminus of Stuntz and the Oredock. The Terminus includes a restroom facility, shelter, gathering space, storm water retention to the wetland below, ADA walkway, and turnaround space/parking for vehicles. The initial estimate for this project was \$2.4M. City staff has been working with SG to get that estimate down to \$2M by removing the amenities such as stairs, permeable pavers and the shelter. For full disclosure, Reconnecting North Stuntz Ave to US Highway is not as easy as it first

seemed. There are other issues with reconnecting Stuntz, based on a potential line of sight, traffic safety is marginal. WisDOT is OK with the reconnection but as the land owner the City has to sign off. Line of sight requirements lessen with lower speed limits and, in order to achieve line of sight, Hwy 2 would need to be lower to 25 mph.

The City believes a speed study should be done to assess if a 25 mph speed limit is appropriate. The east bound lane of Hwy 2 is 25mph, West bound lane is 35 mph. There other traffic safety controls that could be taken but they will require time and coordination with the WisDOT, as will the speed study. These factors make construction in 2020 unlikely. In case Plan A (described above) cannot go through the City has worked up a Plan B. Plan B would allow more funding (\$1 million) to be dedicated to the Terminus while reconstructing Stunz from the Terminus to St. Claire. A funding level of \$1 million at the Terminus who allow for a greater scope (stairs, shelter, etc). This scope of work could be constructed in 2020 and access to the Ore Dock could be worked out at a later date. ACOE funds can be transfer to another street and utility project.

Butler explained the difference between Plan A and Plan B. Butler explained that WisDOT said we could drop of the speed limit, but human behavior may not change.

IV. Business Items

Discussion and approval of the Ashland Oredock Redevelopment Phase 2: Stuntz Gateway project and funding match.

Beirl asked the Trust what they want to do. George suggested that we work backwards to create a plan. Monroe expressed his concern in spending additional money to connect Stuntz. Butler brought the Public Works perspective to the Trust, the maintaining an additional new block of new road (3rd block of Stuntz) is not fiscally responsible. LePean agreed with Monroe but he also stated that there needs to be a way to get to the Oredock. George stated that from a Marketing standpoint, we need to way for people to get there.

George motioned that the City goes with Plan B and give the City the \$667,000 to make the total match to the Phase 2 project is \$1M. Ronning seconded. Pufall questioned why the Trust is spending the extra money on something that is not related to the dock. Hudson explained that the terminus creates ADA access and direct access to the Oredock. City staff explained this project would not only benefit the Oredock proper, but also get the upland area ready for redevelopment, pulling public land back into private hands and collecting tax dollars.

Beirl suggested a roll call : Rivard – abstain, Beirl – no, wants additional detail on the entire project and on the terminus to St Claire; Monroe – no, concerned over the amount of money and work on land and want money to stay on dock; LePean – Yes; Pufall – No, wants terminus closer to the Oredock; Ronning- yes want to see progress in 2020 and feels that this is why we are on the committee; George – Yes, this is all one big project ; Hudson – Yes. ***Motion carries on a 4:3:1 vote.*** Beirl thanked the Trustees for the commitment to the project and stated the no one should question your loyalty to the community and this project.

VII. Next meeting date.

Sometime in Nov

IIIX. Adjourn

Meeting adjourned at 9:30am motion by LePean, second by Monroe

**THE ASHLAND ORE DOCK CHARITABLE TRUST
BOARD OF TRUSTEES MEETING MINUTES**

Thursday November 21, 2019, 8:00-8:45 am

City Hall Council Chambers

601 Main St W
Ashland, WI 54806

Expected Meeting Outcomes:

- Approval of the 2020 and 2021 Oredock Redevelopment Project

I. Call to order. 8:06am

- a. Roll Call.
 - a. Present: LaPean, Monroe, Beirl, Ronning, Rivard, Hudson, George (8:15),
Excused: Lewis, Pufall
 - b. Butler and McBride
- b. Agenda discussion / modification/approval
 - a. Motion Monroe, second LaPean. All in Favor
- c. Approval of Minutes – September 25, 2019 and October 14, 2019
 - a. Tabled to next meeting.

II. Citizens wishing to address the board on agenda items.

- a. None

III. Financial Updates

- a. President Beirl – No Changes

IV. Business Items

- a. Discussion and Approval of the 2020 and 2021 Oredock Redevelopment Project
Hudson introduced the memo. Monroe stated that the Diamond Access should be complete in 2020. Rivard asked what the role of the Trust is in regards to communication of the Oredock. LaPean and Beirl stated the Trust is stewards of the funds. The Trusts agrees that the steering committee should make the final decision and the City is responsible for communication of the projects. Butler stated that the City is looking for input from the Trust, as they have committed the dollars to both project and are seeking their advice. Beirl was not sure the Trust represents the full community. Motion by George. LaPean recommended an amendment that the Trust make recommendation to the City to do Phase 1 first. Amendment approved. Motion seconded by LaPean. Rivard stated that was the basis of her previous comment, the decision should be based on community input and donations. All in favor. Motion to allow that City to make the decision as the Trustees have set a limit that the Trust will match each project and that the Trust make recommendation to the City to do Phase 1 first carries unanimously.

V. Comments/Questions

Butler asked what roll the Trust plays in the scoping of the project. LaPean stated the communication should be tight as the Trust approves payment for the projects. Beirl stated that the by-laws define what role the Trust states. Lewis stated that the Trust is not micromanagers of the process but should be kept in the loop of the process.

Lewis stated that the Trust should get documentation so Rivard can be a voting member, by-laws state that the representative should be from an education institution. Hudson stated that a letter (email) from the Northland College President officially designate Rivard as his representative.

VII. Next meeting date.

II. Adjourn.

Motion by LaPean, second by Ronning at 8:35am

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

Present: Rick Korpela, John Coffey, Lloyd Orensten, Tom Bouchard

Absent:

Excused:

Also Present: Bill Moore, Airport Manager; Clark Schroeder, Ashland County Administrator

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (November 21, 2019)

A motion was made by Coffey, seconded by Korpela, to approve the November 21, 2019 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ SRE Update

No update at this time; still in progress, no set date for receiving the equipment.

→ Blower Repairs

Moore spent some money on bearings and parts to get the blower repaired. The auger also broke and the manufacturer did not think it could be repaired, suggested that we should purchase a new one. However, due to the generosity of Bretting Mfg. (they repaired the auger for free), there has been a substantial savings for the airport in both time and money.

→ Labor

At the end of November the budget for labor is at an \$8000 deficit. The good news is that due to the large volume of fuel sales over the year, that line item is \$7000 ahead. However, the overall budget is \$30,000 short, due to the fact that Bayfield County did not agree to fund any additional monies and Ashland County did not contribute their full funding for the airport. Moore stated that the former County Administrator Beirl basically told the commission to invoice the county for the money needed and Moore plans to do that. Schroeder asked if Ashland County will be invoiced for the shortfall or the individual line items in the budget. Moore stated that it would be the individual line items, with respect to the fact that Ashland County did not make their quarterly contributions; they shorted the airport. Schroeder asked if the agreement says the County is to give X amount of dollars every year. The City of Ashland and Ashland County are to contribute 50/50 every year. Bayfield County has contributed \$10,000

the last few years. Schroeder asked why Ashland County did not contribute their full amount. Orensten responded that Ashland County arbitrarily decided that the airport did not need the full amount that was previously funded for operations and capital improvements and slashed the amount of money given to the airport. Orensten told Moore to go ahead and bill Ashland County.

Orensten noted that the airport has had the amount for labor significantly reduced and with snowstorms, blizzards, etc., we have only one or two people working a lot of hours. Moore noted that with the last pay period he worked 140 hours, and Dave Skinnies worked 92 hours.

Schroeder told the commissioners the process that the county currently uses for expenditures that were not budgeted, and suggested that the airport send a bill to the Finance Committee along with an explanation as to, here's where we are and here's why we ended up here.

Moore noted that the explanation is that Ashland County has not lived up to its obligation and has shorted the airport funding for the last 2 years to the tune of \$20,000/year.

Schroeder noted that to get the Finance Committee on board, the airport needs to present the agreement, plus a narrative stating that the airport has covered the shortfall from Ashland County in the past, and that the airport can no longer continue to do this.

AGENDA ITEM 5: Managers Report

Currently, everything has been cleaned up and in good shape.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Moore. The total amount of the bills came to \$9165.47.

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

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held January 23, 2020, at 4:30 pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Kim Westman

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **October 9, 2019 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Ana Tochterman, Sam Ray, Liz Franek, Kathy Beeksma, Eric Lindell, Kaas Baichtal (replacing Steve Pierce), Megan McBride

Committee Members Absent: N/A

Staff Present: Chris Luebben, Mayor Lewis

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Eric Lindell. Seconded by Kathy Beeksma. Passed unanimously.

2) a.) Approve minutes from the May 8th, 2019 Housing Committee meeting

Motion to approve minutes from May 8th, 2019 Housing Committee meeting by Sam Ray, seconded by Eric Lindell. Passed unanimously.

b.) Approve minutes from the June 19th, 2019 Housing Committee meeting

Motion to approve minutes from June 19th, 2019 Housing Committee meeting by Sam Ray, seconded by Eric Lindell. Passed unanimously.

3) Citizen Comments

Wahsayah Whitebird, Ashland citizen and Ward 6 Council person, wanted to discuss the homeless issue in Ashland. The Mayor noted that the issue is on the agenda and would be discussed later in the meeting.

4) Old business

a) Updates on property maintenance, HIP and CDBG

Chris Luebben provided updates on the process of property maintenance and provided examples of how compliance has increased. With winter here, property owners with violations are currently being offered an extension of time to bring the property into compliance by signing a Property Maintenance Agreement. It was noted that there are no exact guidelines for completion dates; the Property Maintenance Specialist can be very flexible and allow extended time if progress is already being made towards compliance. It was discussed that the first contact with a property owner or tenant regarding violation(s) is a letter. The letters have been updated to sound friendlier and remind them that the City would like to work with them towards compliance.

Chris Luebben discussed the recent Housing Improvement Program (HIP) projects that have been completed. It included one project that only part of the house has been painted and will be completed next year using HIP funds. Chris also noted that letters have gone out to property owners that have been accepted into the HIP program explaining that we will be contacting contractors in the Spring of 2020 to proceed with

repairs. Megan McBride provided updates about fundraising efforts for the HIP program that will take place over the winter to prepare for the 2020 season.

Kaas Baichtal inquired if we have a way to invite the public to bid on HIP jobs.

Getting more sponsors for the HIP program was discussed. City staff will add information to HIP page on City website for contractors who are interested in participating.

Megan McBride provided updates on the CDBG program. Nine applications were sent out; 3 applications were received back. Qualifications of applicants are confirmed by phone; then applications only go out to qualified applicants. Megan noted that the City will soon have an intern to work on marketing materials and outreach.

- b) Discussion on homelessness issue and City's role in helping to address
Mayor Lewis recommended that the focus at this meeting be placed on the goal of making a recommendation to Council as to the City's role in addressing homelessness.

Eric Lindell discussed being able to provide a list of resources to the homeless, and to landlords and local businesses. Some key places are Wal-Mart, Kwik Trip, Holiday gas stations, laundromats, etc. which are open 24 hours and often places that homeless people go to get warm so are good locations for distribution of this information.

Kaas Baichtal commented about homeless people or people at risk of being homeless who may have violations related to property damages of previous rentals and the difficulty in finding a place to reside.

Kathy Beeksma commented about the period of time after drug/alcohol eviction with mandatory housing rejection; not an indefinite "black mark" but can be a barrier to entry in finding housing.

Ana Tochtermann commented on the need to partner with existing resources.

Kaas Baichtal mentioned housing people in trailers and the current City Ordinances. A discussion proceeded regarding providing and paying for heat and water with trailer housing.

The Mayor stated that a plan needs to be in place for winter months and to educate people about it: long-term and emergency short-term assistance. The Committee should check with City Attorney about liability issues. A discussion took place regarding housing with supportive services. The Mayor would like more information regarding bringing forward a plan for the City's involvement in addressing homelessness, and suggested that the County should also be a key partner in formulating future plans.

5) New business

- a) Review and discussion of Community Land Trusts and other innovative methods for increasing affordable housing stock

Megan McBride said that she will research land trust regulations in Wisconsin.
Discussion tabled until the next meeting.

- b) Discussion of Committee meeting date and time
It was decided that the date (2nd Wednesday of each month) and the time (8:30 am) would remain the same.

6) Announcements
N/A

7) Adjournment

Motion to adjourn by Eric Lindell. Seconded by Megan McBride. Passed unanimously.

Meeting was adjourned at 10:00 am. Minutes by Chris Luebben.

City of Ashland- Housing Committee Meeting Minutes

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

Committee Members Present: Sam Ray, Liz Franek, Kathy Beeksma, Eric Lindell, Megan McBride

Committee Members Absent: Ana Tochtermann, Kaas Baichtal

Staff Present: Chris Luebben, Mayor Lewis

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

Agenda

1) Consent Agenda

Motion to approve the agenda without minutes (removing item 2) by Eric Lindell.
Seconded by Liz Franek. Passed unanimously.

2) Citizen Comments

None.

3) Old business

a) Updates on property maintenance, HIP and CDBG

Chris Luebben provided updates on the process of property maintenance and provided examples of how compliance has increased. With winter here, property owners with violations are currently being offered an extension of time to bring the property into compliance by signing a Property Maintenance Agreement. It was explained that the City Public Works Department will be taking over enforcement of sidewalk snow removal going forwards.

Chris Luebben discussed the recent Housing Improvement Program (HIP) projects that have been completed. Chris also noted that letters have gone out to property owners that have been accepted into the HIP program explaining that we will be contacting contractors in the Spring of 2020 to proceed with repairs.

Megan McBride explained that Planning Department staff are working on creating and updating marketing and fundraising materials for the HIP program and improved informational materials about the CDBG program.

b) Discussion on homelessness issue and City's role in helping to address

Eric Lindell prepared recommendations for short and long term goals for the City in addressing homelessness.

Needs Identified:

- An immediate need in the City is to identify warming shelters available during the winter time on particularly cold days to ensure that everyone has a safe, warm place to sleep. This

would require facilities that can be used for such a purpose, overnight volunteers to supervise and secure the facility the next morning, and ideally partnership to provide some hot food and beverages that can be served.

- Sam Ray from the BRICK said that they already have an emergency resource guide which she will share with Megan McBride to compile a resource overview sheet that can be shared with area businesses and other groups who are regularly asked for this type of information. Megan McBride will compile existing resource guides into a single sheet that the City can then help distribute.
- The types of housing needed to address homelessness and housing insecurity is varied, as are the causes of homelessness and ability of individuals to connect with resources. Short-term solutions for emergency shelter in the winter is the City's current priority, with ongoing discussions and efforts to identify community partners needed to facilitate different types of short- and long-term housing to meet the variety of needs (i.e. emergency shelter, supportive housing with services, transitional housing, etc.).
- Affordable housing, including both rentals and models that assist with wealth-building (e.g. community land trusts), is a major need in the community and should be a goal of the City to help facilitate and attract additional affordable housing.

Existing Community Resources Identified:

- The City hosted a forum in 2016 to bring together community resource providers related to homelessness and housing insecurity to identify existing resources and gaps/opportunities for better coordinated community care. Information collected at this meeting should be updated and inform the discussion for a similar 2020 forum.
- Anthony and Jordan DeGuia, the owners of the Bayview Motel (2419 Lake Shore Dr E), attended the meeting and informed the committee that they currently act as an emergency shelter when they have availability. They have background in medical and mental health work, and are comfortable working with homeless populations and individuals who may have barriers to finding alternative housing. In addition to shelter they also welcome walk-ins and offer free laundry services, use of their showers, and a safe place to park. These services have not been advertised in the past, but since ownership of the building recently changed they would like to become a better known community resource.

- Chris LaGarde, an Ashland resident, expressed her interest in opening a storefront in the City to serve as a warming shelter during the days. This would not include overnight shelter or additional services, but would be a safe, warm place for people to get coffee and sometimes soup and socialize. She has already spoken to the Mayor about these plans and will work with Megan McBride to determine an ideal location and work out zoning and other logistics.
- Jerry Moore, director of 1 Drum Solutions, LLC (formerly Habitat for Humanity) spoke about his interest in starting an intentional community with individual tiny homes, shared community spaces, an emphasis on residents being able to grow their own food, and incorporation of other services and best practices that have been done in other communities. 1 Drum Solutions would also be willing to partner for short-term emergency sheltering during the winter time by helping address liability concerns through their insurance, helping to coordinate volunteers, and possible leveraging their status as a CDFI (Community Development Financing Institution) to assist with funding. He would like to work with the City to identify and bring together community partners interested in supporting this effort to combine existing resources and identify gaps.

Motion to forward amended recommendations for short and long term City goals in addressing homelessness to Ashland City Council by Eric Lindell. Seconded by Liz Franek. Passed unanimously.

[See attached memorandum forwarded to Ashland City Committee of the Whole on December 3rd, 2019.]

4) **New business**

- a) Review and discussion of Community Land Trusts and other innovative methods for increasing affordable housing stock

Megan McBride explained that the City is working with the Center on Wisconsin Strategies (COWS) through their Health in All Policies Program to make changes to the Unified Development Ordinance that will facilitate a greater variety of housing to promote health and equity in housing. The primary focuses for discussion by the Housing Committee should be specific guidelines for regulation of accessory dwelling units (ADU's), consideration of reduction in minimum lot sizes in certain districts to encourage greater density, and/or providing exception to minimum lot sizes for small homes.

The Housing Committee expressed interest in further discussion related to ADU's. Megan McBride said she would do additional research and work with the team members from COWS to get examples from other communities and other pertinent information on the benefits of ADU's and consideration for regulating them.

The Committee asked that this discussion be moved up on the next agenda for further discussion.

b) Discussion of future Landlord Forum agenda items

Kathy Beeksma highly recommended the Rent Smart Curriculum for a future tenant forum.

It was suggested that the City could host a landlord appreciation event which could also be an opportunity to have community resource providers speak about how they can partner with landlords as well. Potential participants could be:

- The owners of the Bayview Motel (Anthony and Jordan DeGuia) who can work with landlords who are going through the eviction process to provide alternative lodging for evicted tenants; and
- Representatives of the BRICK to talk about their utility and rent assistance programs.

5) Announcements

N/A

6) Adjournment

Motion to adjourn by Eric Lindell. Seconded by Megan McBride. Passed unanimously.

Meeting was adjourned at 10:00 am. Minutes by Megan McBride.

City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **December 11, 2019 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Sam Ray, Kathy Beeksma, Eric Lindell, Liz Franek, and Megan McBride

Committee Members Absent: Ana Tochterman

Staff Present: Chris Luebben, Mayor Lewis

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Eric Lindell. Seconded by Sam Ray. Passed unanimously.

2) a.) Approve minutes from the October 9th, 2019 Housing Committee meeting

Motion to approve minutes from October 9th, 2019 Housing Committee meeting, after correction to paragraph 4) b). The word “homeliness” should be replaced with “homelessness”. Motion made by Kathy Beeksma, seconded by Eric Lindell. Passed unanimously.

b.) Approve minutes from the November 13th, 2019 Housing Committee meeting

Motion to approve minutes from November 13th, 2019 Housing Committee meeting by Eric Lindell, seconded by Kathy Beeksma. Passed unanimously.

3) Citizen Comments

Kevin Porter, Ashland citizen, local realtor, owner of former music center building and landlord, stated he has had very positive experiences working with City officials. He enjoys owning property in Ashland. He expressed some concern among landlords regarding water rates.

4) Old business

a) Updates on property maintenance, HIP and CDBG

Chris Luebben provided updates on the process of property maintenance and provided “Before and After” photos of completed property repairs during the previous month. Eric Lindell commented that he hears feedback at Kwik Trip regarding Property Maintenance. Most people are unhappy until they hear an explanation regarding why they received a violation letter and tend to understand after an explanation. Sam Ray noted that she was contacted by someone who was given a year to do maintenance to bring a house into compliance but doesn’t want to do a CDBG loan and have the financial burden later passed to their kids. Chris Luebben responded that extensions of time are granted to give a property owner more time to save money to comply.

Kathy Beeksma asked if people are required to divulge sensitive private information in order to get an extension and if so voiced concern. She expressed that she wants people to feel free to state they have issues complying with the given deadline without being required to go into details. She commented that the City needs to be respectful of property owner's privacy.

The Mayor commented that the City's goal is progress and not perfection.

Kathy Beeksma suggested we think about communication and messaging around property maintenance with emphasis on available resources.

Chris Luebben assured the Housing Committee members that every case is handled with the utmost care and concern and that residents are not required to divulge private information in order to obtain extensions but do often share this information without prompting.

Kathy Beeksma inquired if the City Council has done any work on the snow removal policy, specifically related to the City clearing sidewalks.

The Mayor responded that they did not change the ordinance but Council has directed Public Works to pay particular attention to 11th Street and Beaser as these are Safe Routes to Schools.

Chris Luebben mentioned that 13 buildings (including garages) were demolished in the City of Ashland to date in 2019, and provided "Before and After" photos of the projects. Chris noted that property owners are always given the choice to repair the property to comply with City ordinances or to demolish.

Megan McBride noted that the majority of the residential demolitions were accessory structures, with 4 of the demolitions being principal structures including one property which the City assisted with in cost. Additional funds have been budgeted in 2020 for additional strategic demolition as recommended by the Comprehensive Plan and Strategic Housing Plan.

Chris Luebben noted that a check would be issued that week through the HIP program to a property owner for reimbursement of garage siding so projects still wrapping up. Marketing materials for the HIP program will be created this winter to advertise in the spring to both potential applicants and donors.

Megan McBride discussed the CDBG-Revolving Loan program, which has slowed down during the winter so Northwest Regional Planning Commission will work with Megan to notify property owners who have moved out of the subject property that their loan is due to be repaid if owner-occupation was a condition of the loan.

b) Discussion of Housing Strategic Plan implementation

Megan McBride updated the committee about work being done to update the rental registration database as is outlined in the strategic plan. Chris Luebben has taken over management of the database and contacting non-registered rental property owners. .

Megan distributed City of Ashland Emergency Resources Guide which was a directive of both the Housing Committee and City Council and also aligns with goals about the City's goal in addressing homelessness.

Mayor Lewis suggested the Police Chief be contacted to get additional information about the vouchers they offer.

Megan McBride said she would follow up on this and add to the list.

5) New business

a) Review and discussion of possible ordinance revisions and other creative methods for increasing affordable housing stock.

Megan McBride discussed ADU (Accessory Dwelling Unit) issues. Distributed Part 5: Specific Use Standards page 5-4. AARP and APA Recommended Standards – specifically Section F. Standards were discussed. There are three (3) types of ADU's: Internal, Attached, and Detached. She stated that she is looking for input on the specific use standards as they will shape what is allowed and what types of housing needs they can address.

The Mayor stated that standards are also very important to clearly communicate to neighbors what to expect.

Eric Lindell commented that public education is needed, but that ADU's could benefit older community members who want to age in place.

Liz Franek voiced support for streamlining the approval process, and for allowing detached ADU's as well as internal and attached.

Kathy Beeksma agreed that the process should be as streamline as possible and information about building codes should be included in the standards to ensure people are aware of what is needed.

The committee agreed that the goals of allowed and promoting ADU's are to keep the people we have who would like to remain in the community and also bring in younger people. Goals: keep people we have and bring younger people in. The new construction activity would also be a benefit to the City overall.

Sam Ray commented that this type of housing facilitates multi-generational connections and she can see the convenience and needs it serves. She said that ADA accessibility is important and that extra rent could benefit a lot of seniors.

The Mayor stated that a lot of people doing this informally already. Also, the second story requirement is a minor issue for many people who would want to take advantage of this.

b) Discussion of 202 City-hosted forum focus and goals

Megan McBride stated that a number of forum topics have been suggested including a landlord appreciation forum, a tenant forum, and a forum to bring together local providers around the topic of homelessness. She would like direction from the Housing Committee on what type of forum would be most valuable for staff to spend time developing.

It was noted that tenant forum may not be a good idea as many of their questions/concerns would be legal in nature and outside of the City's scope to address.

A landlord appreciation event would center around celebrating people who support housing in the community. It should be positive and less formal than other forums, to show that City support landlords and bring in outside resources to help educate as well.

Eric Lindell suggested that a packet for new tenants moving into town would be very helpful to give landlords to distribute to new tenants.

Other committee members supported this idea, which could have basic information about switching utilities and other City resources, as well as highlighting local amenities. It was suggested that this could be a good partnership with the Chamber of commerce.

Kevin Porter voiced support for an information packet as described on behalf of the Bay Area Landlord Association, as well as from the perspective of a local realtor.

Kathy Beeksma suggested that the City get feedback from landlords on what types of information needs they would have and should be included in the packet.

There was discussion about the benefits that a tenant association could have for local tenants, though this would not be organized by the City.

6) Announcements

Kathy Beeksma announced that there is a grant through the County Health Department related to lead paint where people can be certified as lead paint supervisors. They will actually do a project in town as part of this program.

7) Adjournment

Motion to adjourn by Kathy Beeksma. Seconded by Eric Lindell. Passed unanimously.

Meeting was adjourned at 10:00 am. Minutes by Chris Luebben.

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 Ketrang 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 Ketrang 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 22nd 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.

City of Ashland - Sustainability Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Thursday, November 21, 2019 at 6:00 p.m.** in the **Ashland City Hall Council Chambers (601 Main St W)**

Committee Members Present: Lissa Radke, Jessica Eckhardt, Kate Ullman, Dale Kupczyk, Valerie Damstra, Cheyanne Reeves

Committee Members Absent: Kaas Baichtal

Staff Present: Megan McBride

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 Cheyanne Reeves. Passed unanimously.

2) Approval of Minutes

Motion to approve the minutes from the July 25, 2019 Sustainability Committee meeting by Lissa Radke. Seconded by Kate Ullman. Passed unanimously.

3) Citizen Comments

Marya Tyler, a member of the 350 climate change organization spoke in favor of supporting their organization, and promoting cross-participation in their group as well as other sustainability minded organizations in the area. They provided a list of resources that could be helpful to Sustainability Committee members. They spoke in favor of planting more trees around the community, and Kate Ullman recommended that she speak to the Tree Committee that is part of the Parks & Rec Commission.

4) Projects/Discussions

- a) Discussion of prioritization of goals for implementation of 25 by 25 Plan recommendations

Megan McBride presented on the progress that the City has made towards implementing the goals in the 25 by 25 plans, including updated furnaces in many buildings, new rubber roofs and insulation in utility buildings, and LED lighting in the Bretting Center. Plans for 2020 include updated HVAC systems in the Bretting Center to improve energy efficiency. Lissa Radke recommended reaching out to the Daily Press to promote the efforts the City is taking towards sustainability.

Lissa Radke provided information on promoting electric vehicle infrastructure in the region, including group buys for fleets and individuals, and promoting charging stations that are accessible to the public.

Megan McBride presented on the recommendations from the 25 by 25 plan, suggesting that the committee prioritize the recommendations based on “low hanging fruit” that would be easier to achieve and measure. Kate Ullman agreed, recommending prioritizing the “cheap and easy” fixes first, due to some of the bigger recommendations needing more involvement with budgeting. Lissa Radke recommended keeping some of the longer-term recommendations in mind, as well, so that the more involved projects would not be lost in the shuffle.

The committee went through the items listed in the 25 by 25 plan and compiled a list of which items could be prioritized in the short term as well as long term. These items were tallied and noted on a separate list. Megan McBride, in conjunction with public works/facilities staff, will be looking over these suggestions to help prioritize them further in terms of cost.

Dale Kupczyk asked if the City buildings have water saving toilets/faucets installed in the buildings, and if that could be evaluated in addition to the energy saving ideas.

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

Megan McBride provided updates on this ongoing potential Resolution – outreach with the large commercial asphalt installers has shown that they do not use coal tar based sealants, and retailers do not stock it in the City as well. Kate Ullman said that a study has shown that there are chemicals found in coal tar that have been found in the area. Public works has confirmed that they do not use coal tar based sealants, and they recommend sending it on to Council.

Motion to recommend this resolution to Committee of the Whole by Lissa Radke. Seconded by Valerie Damstra. Passed unanimously.

5) **Announcements/Reports/Questions**

- a) Updates on rain barrel sale

Megan McBride provided updates on the rain barrel sale that occurred during late summer of 2019 in partnership with Ashland County. An additional sale is planned for next year, in conjunction with the Native Plant Sale, and it will be the same pickup day – possibly around Mother’s Day in early spring. They hope to sell twice as many rain barrels as were sold during the last sale, as there is a high amount of interest in the community.

- b) Updates on Green Infrastructure projects and AmeriCorps positions

Coal Gass and Aiden Reilly provided updates on their AmeriCorps positions and their goals for promoting Green Infrastructure in the region. They plan to promote Green Infrastructure both on City-owned land and privately owned land as well. Their positions are focusing on education and outreach in order to increase community buy-in to improve water quality in the area.

Megan McBride explained that the City is updating the Unified Development Ordinance in the near future, with the goal of implementing best practices for stormwater management into the UDO as much as possible. She also announced that the City is a “green infrastructure mentee”, and has been matched with a community that will be able to help with the process of auditing and overhauling the UDO.

6) Adjournment

Motion to adjourn by Kate Ullman. Seconded by Dale Kupczyk. Passed unanimously.

Meeting was adjourned at 7:30 pm. Minutes done by Lucas Phillips.

Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, September 3rd, 2019** at 6:30 p.m. in the City Hall Council Chambers.

PRESENT: John Beirl, Laurie Gregor, Katie Gellatly, Mayor Lewis, Matt Mackenzie, Ella Syverson
EXCUSED: David Mettille
STAFF: Megan McBride

1) Call to Order and Roll Call

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

2) Approval of Agenda

Motion to approve the Agenda by John Beirl. Seconded by Katie Gellatly. Passed unanimously.

3) Consent Agenda

a) Approval of minutes from the July 2nd, 2019 Planning Commission Meeting

Motion to approve the Agenda by John Beirl. Seconded by Mayor Lewis. Passed unanimously, with Matt Mackenzie abstaining.

4) Public Comment (non-agenda items)

No public comments.

5) Action Items

a) Site Plan review and approval of a new salt storage building to be constructed at 2213 Beaser Avenue, zoned Planned Residential/Institutional (PRI). Applicant: Memorial Medical Center.

Megan McBride detailed the proposed Site Plan and staff recommendation for approval.

Representatives from MMC provided clarification regarding the location for the salt shed, and the use of the existing driveway for the new shed. The existing driveway will be used to access the new shed.

Motion to approve Site Plan by John Beirl. Seconded by Laurie Gregor. Approved unanimously.

6) Discussion Items

a) Updates on Waterfront Development Plan and Comprehensive Outdoor Recreation Plan updates

Megan McBride provided updates regarding the status of the Waterfront Development Plan and Comprehensive Outdoor Rec Plan (CORP) updates. The consultants had some questions regarding community priorities, and use of existing city properties. These were discussed by Planning Commission, and will also be proposed to the Parks & Rec Committee.

Members of the public representing the proposed Great Lakes Science Center spoke in support of their project, and provided some updates regarding the timeline of being able to release a feasibility study for the project.

Katie Gellatly raised concerns regarding the integration of the proposed Center into the public use of the Oredock Upland area – ideally this location would have some public access, which is hoped for by the Center committee members as well.

Commission members viewed maps from the consultants in order to prioritize future development, such as potentially acquiring the C. Reiss and the Clarkson coal docks, or redeveloping existing city-owned land. Commission members proposed focusing on existing redevelopment projects on city-owned land such as the Oredock and the Timeless Timber site. Focusing on the development of the Oredock, in particular, is likely to draw more development interest on other City-owned sites in the Oredock upland area. Developing the waterfront, yet preserving wildlife, is an important community priority.

Megan McBride elaborated on some creative funding that the City can help provide in order to attract development including CDBG funding to improve public infrastructure to support economic development activities.

John Beirl stressed the importance of appropriate zoning to encourage development.

Matt Mackenzie asked about the connectivity from the Oredock to Highway 2 – with an emphasis on capturing the “driveby” traffic that may not be aware of the Oredock.

Megan McBride said that community members have expressed interest in having some low to medium density housing in that area, as well as commercial uses in order to add vibrancy and activity.

Ella Syverson stressed the importance of having some aspect of affordable housing for local residents as well.

Other committee members proposed a mix of short and long term residential in the area, and making sure that the uses complement each other. An ad hoc committee for Oredock upland zoning/PUD was proposed, with an emphasis on gaining diverse input from potential developers as well as existing residents in the area.

Park redevelopment was discussed, with Matt Mackenzie discussing the possibility of developing the Bay City Creek trail to connect with the trails at Northland College.

Katie Gellatly requested a list of the deed restrictions on city-owned land so that the redevelopment specific lots can be discussed.

Megan McBride stressed that any potential selling of parks would include a lot of public input and likely after the City has found developers for existing City-owned land (Beaser Avenue site, Timeless Timber site).

Katie Gellatly voiced concerns about selling parks, particularly in low income areas, and would like to see undeveloped land sold before parkland was considered.

7) Adjournment

Motion to adjourn by Mayor Lewis. Seconded by Laurie Gregor. Passed unanimously.
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The meeting was adjourned at 7:10 p.m. Minutes by Lucas Phillips.

Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, September 17, 2019**
at 6:00 p.m. in the City Hall Council Chambers.

PRESENT: John Beirl, Laurie Gregor, Mayor Lewis, Matt Mackenzie, David Mettille,
Ella Syverson

EXCUSED: Katie Gellatly

STAFF: Megan McBride

1) Call to Order and Roll Call

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

2) Approval of Agenda

Motion to approve the Agenda by David Mettille. Seconded by John Beirl. Passed unanimously.

3) Consent Agenda

a) Approval of minutes from the September 3rd, 2019 Plan Commission meeting

Motion to table the approval of minutes by Ella Syverson. Seconded by John Beirl. Passed unanimously.

Motion to approve the amended Consent Agenda by Mayor Lewis. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) Action Items

a) Public Hearing and Vote on a Conditional Use Permit to operate a vehicle service/repair use 1100 Lake Shore Drive East, zoned Mixed Residential/Commercial (MRC). Applicant: Richard Bloss.

Motion to go into public hearing by David Mettille, seconded by Laurie Gregor, passed unanimously.

Megan McBride stated for the record the Class 2 Public Hearing notice that was issued, and that discretionary letters were sent to neighbors within 200 feet of the proposed development.

A neighbor who preferred to remain confidential asked several questions and expressed the following concerns:

- The neighbor was confused why a Conditional Use Permit (CUP) was needed at this time as the property has been utilized for similar uses in the past.

Staff response: No Conditional Use Permit or other zoning permit were ever acquired for this property. Therefore, a CUP is needed to continue this use on the property at this time. The property owner came in to discuss this with Planning staff and wants to ensure that all proper permitting is obtained before he reinstates this use at the property.

- The neighbor expressed concerns about the number of vehicles parked on the site at a time, the lack of screening from the adjacent right-of-way, and about the late hours of operation for pick-up and drop off of supplies, materials and vehicles in the past.

Staff response: Megan McBride explained to the concerned neighbor that the conditions for approval would include that the property meet minimum screening requirements and that all operations on vehicles take place inside an enclosed structure.

Craig Gilbaugh who owns the building directly across the street asked Mr. Bloss to provide some information about his intended use of this property.

Richard Bloss explained that he purchased the property to operate as a business with his son who would eventually take it over. He explained that has worked in the vehicle repair business for a long time, including for Tomlinson Towing for 3 years, so he knows the needs of the community and will model his business to meet those needs. Specifically, he will be open 7 days per week to provide service to residents and tourists in need of vehicle repair on weekends, and he also charges by the job as opposed to per hour which makes his services more affordable. He expressed a strong desire to be a good neighbor, and that he would be agreeable to making changes to the site to help it be a good fit for the neighborhood moving forwards.

Janice Matyas explained that she lives directly next to this use and has for some time. She spoke in favor of the proposed use, stating that Mr. Bloss has been a good neighbor and kept the operations on site very quiet so she had no objections to the proposed CUP.

Craig Gilbaugh expressed concerns for the number of vehicles parked on site at a time, and that he has had issues with the late hours of operation in the past. He suggested that a limit to the number of vehicles on site be considered as this has been applied to other similar vehicle-related uses in the City in the past.

Richard Bloss said he understands and feels these concerns are legitimate, and would like to correct them moving forwards. He said that he would have no issue installing a screening fence along the west side of the property, but did express concern for limiting the number of vehicles on the property at a time as this could limit his business and require him to turn customers away. He also explained that he shares the parking area behind his building to the east with the neighboring bar which is why he does not park vehicles over there. He also said that deliveries are received within business hours (8:00am to 5:00pm) which should alleviate noise/traffic concerns related to deliveries.

Laurie Gregor, David Mettillie and Matt Mackenzie all expressed concerns about setting limits on the number of vehicles allowed on the site or the hours of operation. They felt that the proposed conditions would address neighbor concerns, and the City's noise ordinance can be enforced if any related issues arise in the future.

Motion to go out of public hearing by Mayor Lewis, seconded by David Mettillie, passed unanimously. Motion to approve Conditional Use Permit with conditions listed in Staff Report by Matt Mackenzie, seconded by Laurie Gregor, passed 6-0, with John Beirl abstaining.

6) Discussion Items

a) Updates and discussion of Comprehensive Plan implementation

Megan McBride provided updates on the status of the Comprehensive Plan implementation, wanting to ensure that there is an ongoing conversation regarding status of the Comprehensive Plan. She plans on having this as a fairly regular item on future agendas.

7) Announcements/Reports/Comments/Questions

Megan McBride mentioned a zoning workshop that will happen on October 7th.

John Beirl asked about any inquiries regarding development within the City.

Megan McBride mentioned the ongoing interest in the Oredock Upland area, as well as the 509-513 Main St W buildings. She also provided updates regarding the Waterfront Development Plan/CORP update, which will hopefully have a draft sometime in October. The UDO update will follow, hopefully starting in November, and wrapping up in February or March of 2020. Megan McBride also provided updates regarding the Timeless Timber site, which is undergoing wetland delineation, which will help with the RFP process for this site.

8) Adjournment

Motion to adjourn by Mayor Lewis. Seconded by David Mettillie. Passed unanimously.
--

The meeting was adjourned at 7:05 p.m. Minutes by Lucas Phillips and Megan McBride.

SUBJECT: Operators' Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS:

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:

The following applied for an Operator's License:

Michael Quarve
Katherine A.M. Askue

SUBJECT: Approve a Resolution of Support of the Efforts of the Bad River Band of Lake Superior Chippewa to Remove the Enbridge Line 5 Pipeline from the Bad River Watershed (*Approved 9-0-1 by Committee of the Whole*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Council President

CLEARANCES: Approved by Committee of the Whole 9-0-1 on January 28, 2020

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City of Ashland is engaged in numerous and varied efforts to preserve, protect and improve water quality in Lake Superior and surrounding tributaries. In July 2019 the Bad River Tribe filed a lawsuit against Enbridge to remove the Line 5 Pipeline from the Bad River Watershed due to concerns about the integrity of the pipeline and the risks associated with a spill. This resolution is a statement of support for their efforts.

After the first review of this resolution, a number of Councilors suggested changes or modifications to the language or content. While it was not possible to simultaneously incorporate all of these suggestions, citations were added to provide additional context for statements in the resolution, and some statements were modified or removed based on Council feedback.

As recommended by Council, the resolution was reviewed and revised to Council's wishes and the City

Attorney's recommendations, and brought back to Committee of the Whole on January 28, 2020. Council agreed to the amended resolution, and voted 9-0 to approve and move the item to Council for final approval; MacKenzie abstained.

RESOLUTION OF SUPPORT OF THE EFFORTS OF THE BAD RIVER BAND OF LAKE SUPERIOR CHIPPEWA TO REMOVE THE ENBRIDGE LINE 5 PIPELINE FROM THE BAD RIVER WATERSHED

WHEREAS tribal nations have sovereign authority over their territory^{1, 2}; and

WHEREAS the pipeline crosses Bad River tribal land, and traverses the Bad River watershed; and

WHEREAS the Bad River Band has requested the removal of the Enbridge Line 5 pipeline from the Bad River watershed; and

WHEREAS the Bad River ends in the Kakagon-Bad River Sloughs which are some of the most extensive and pristine coastal wetlands of the Great Lakes, supporting rare plants and animals, migratory birds, fish spawning habitat, and manoomin (wild rice) beds^{3,4}; and

WHEREAS during its operational lifetime, Enbridge Line 5 has experienced at least 29 leaks and spills totaling over one million gallons of oil and natural gas liquids released into the environment⁵; and

WHEREAS an oil spill in the Bad River watershed could irreparably damage natural and cultural resources of the region; and

WHEREAS, the City of Ashland and the Bad River Band of Lake Superior Chippewa have shared and interdependent communities and economies that would further bear the costs of a pipeline failure.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland resolves to support the efforts of the Bad River Band of Lake Superior Chippewa to remove the Enbridge Line 5 pipeline from the Bad River watershed.

¹ Executive Order #18 “Relating to an Affirmation of the Intergovernmental Relationships Among the State of Wisconsin and Tribal Nations Located Within the State”, Governor Tony Evers.

²<https://www.wisbar.org/NewsPublications/WisconsinLawyer/Pages/Article.aspx?Volume=88&Issue=5&ArticleID=24068>

³ <https://dnr.wi.gov/files/PDF/pubs/er/ER0803.pdf>

⁴ <https://www.wisconsinwetlands.org/wp-content/uploads/2015/06/Kakagon-Bad-River-Sloughs.pdf>

⁵ <https://www.nwf.org/en/Latest-News/Press-Releases/2017/4-24-17-Line-5-Oil-Pipeline-System-Spanning-Michigan-Has-Had-29-Known-Spills>

PASSED: February 11, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution to Create an Ordinance Banning the Use of Coal Tar Sealant Products in the City of Ashland (*Approved by Committee of the Whole 9-0*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Council President

CLEARANCES: Approved by Committee of the Whole unanimously, January 28, 2020

EXHIBITS:

1. Proposed Resolution
2. Proposed Ordinance

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 Council considered this ordinance at a December Committee of the Whole meeting and recommended a few small changes to the penalties, along with a review by the City Attorney. It was being brought back for further review and a vote on January 28, 2020.

Coal tar-based pavement sealants have been banned by the states of Minnesota, Washington, and over a dozen Wisconsin municipalities. These products contain significant amounts of polycyclic aromatic hydrocarbons (PAHs), which are a known human carcinogen, and kill or cause mutations in aquatic organisms. PAHs can contaminate water and sediment through runoff, and dust can be tracked into homes increasing human exposure.

Testing by the non-profit organization Clean Wisconsin in 2019 indicated the presence of PAHs in our storm water outfalls, likely from Coal Tar sources. Municipalities have recently faced significant costs in disposing of sediment from storm water catchment basins that is contaminated with PAHs because the sediments are considered toxic waste.

In order to protect human health, aquatic ecosystems, and water quality, the Sustainability Committee and the Public Works Committee have recommended adopting an ordinance to ban the sale and use of Coal Tar based sealants in the City of Ashland. The Public Works Director has confirmed that the City does not use these products, the Planning Director has confirmed that the major contractors in the city do not use these products, and preliminary review indicates that the sealants sold locally are primarily the asphalt-based alternatives for pavement sealing. It is anticipated that this ordinance will be primarily a protective measure in order to prevent use of these products by outside contractors or individuals bringing the product from out of town.

Exhibits provided some additional information about the human health and environmental risks of PAHs, as well as additional references if Councilors were interested in learning more.

On January 28, 2020, Council unanimously moved to approve the ordinance with some suggested amendments to incorporate potential penalties. The item is being moved to the February 11, 2020 Council agenda for final review of the proposed ordinance and formal approval.

RESOLUTION TO CREATE AN ORDINANCE BANNING THE USE OF COAL TAR SEALANT PRODUCTS IN THE CITY OF ASHLAND

WHEREAS, the Common Council of the City of Ashland finds that the City's water resources are a natural asset which enhance the environmental, recreational, cultural, and economic resources of the area and contribute to the general health and welfare of the public; and,

WHEREAS, the Common Council finds that polycyclic aromatic hydrocarbons (PAHs), which are contained in coal tar sealants and other high PAH sealants, volatilize off sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by storm water and other runoff into the water resources of the City; and

WHEREAS, PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms; and

WHEREAS, PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal tar sealant treated pavements and playgrounds have a 38-fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs, or requires the use of sealcoat products that contain minimal PAH; and

WHEREAS, environmental impacts and human health risks can be minimized, and pavements can be maintained by utilizing alternative products or methods, absent PAHs; and

WHEREAS, the Common Council finds that regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of the City and neighboring water resources.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland recommends the creation of Chapter 744 Banning Use of Coal Tar Sealant Products in the City of Ashland to become effective the day after publication.

Councilperson

PASSED: February 11, 2020

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 744. BANNING USE OF COAL TAR SEALANT PRODUCTS IN THE CITY OF ASHLAND

744.01. DEFINITIONS. As used hereinbelow, the following terms shall have the meanings indicated:

- a) **COAL TAR.** A byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).
- b) **COAL TAR SEALANT PRODUCT.** A pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT- 12, Refined Tar, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 , or related substances.
- c) **HIGH PAH SEALANT PRODUCT.** Any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service (CAS) numbers 64742-90-1, 69013-21-4, or related substances.
- d) **PAVEMENT SEALANT PRODUCT OR SEALCOAT.** Any substance that is typically applied as a coating on paved surfaces to protect the surfaces from water, oils, and/or damage from ultraviolet light. This may include but is not limited to sealant products that are coal tar-based or asphalt based.
- e) **POLYCYCLIC AROMATIC HYDROCARBONS (PAHs).** A group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

744.02 REGULATING THE APPLICATION OR SALE OF COAL TAR AND OTHER HIGH PAH SEALANT PRODUCTS.

- a) Except for those exemptions provided for in section 744.03, no person shall apply any coal tar sealant product or high PAH sealant product within the City limits.
- b) No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within the City limits.
- c) Any person who sells pavement sealant products shall prominently display, on the shelf, pallet, rack, display fixture or space where such pavement sealant products are sold, a legible written notice that contains the following language: "The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots, and all other paved surfaces in the City is prohibited by chapter 744 of the Municipal Code.

Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high PAH sealant products are a major source of PAHs that can migrate into homes, buildings, and soils, or be carried by storm water and other runoff into the water resources of the City." No person shall allow a coal tar sealant product or other high PAH sealant product to be applied upon property that is under that person's ownership or control.

- d) No person shall contract with a commercial applicator, residential or commercial developer, or any other person for the application of a coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City.
- e) No commercial applicator, residential or commercial developer, or other similar person or entity shall apply, or allow, cause or direct any employee, independent contractor, volunteer or other person to apply, a coal tar sealant product or high PAH sealant product to any driveway, parking lot or other surface within the City.

744.03 EXEMPTIONS. The Director of Public Works may exempt a person from the restrictions or prohibitions under section 744.02 if the Director makes either of the following determinations:

- a) The person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; and the use of the coal tar product or high PAH sealant product is required for said research; and the Director determines that such research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, nor unduly endanger human health.
- b) The person does not intend to apply the sealant product within the City's boundaries.

744.04 PENALTIES. In addition to other action or relief to which the City may be entitled to prevent or remove a violation, penalties assessed for convictions of violating this ordinance shall be as follows:

- a) Any person who violates section 744.02 by applying a coal tar sealant product or high PAH sealant product upon property that is his or her residence shall be subject to a forfeiture of up to \$500, plus the costs of prosecution, including reasonable attorney's fees.
- b) Any commercial applicator, residential or commercial developer, industrial or commercial property owner or lessee, or any other person, other than a person identified under subsection (d) 1, who violates section 744.02 shall be subject to a forfeiture of up to \$5,000, plus the costs of prosecution, including reasonable attorney's fees.
- c) Each violation, and each day that a violation occurs or continues, constitutes a separate offense and shall be punishable as such.

ADOPTED: 744 (XXX) 02/11/2020

SUBJECT: Approve a Resolution to Approve the Update of Authorized City of Ashland Signatories for the Zurich American Life Insurance Company (*Human Resources*) Voice

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Human Resources

CLEARANCES: City Administrator

EXHIBITS:

1. Proposed Resolution
2. Letter to Zurich American Life Insurance Company

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:

This agenda bill is regarding a City supported 457b Plan. Met Life is one of the deferred compensation companies working with the City. Met Life contracts out their 1099 tax forms and account management for 457b and/or other deferred compensation contract holders. This contracted work has changed companies several times and is now under Zurich American Insurance Company.

Through the course of business it was discovered the authorized signatories for the City of Ashland were not in fact City Employees. Instead, representatives from the previous contracted company Great GASB are listed as City of Ashland authorized signatories. It is in the best interest of the City to correct/update the authorized signatories to actual and current employees.

In order to make this change/update, Zurich American Life requires a letter on City letterhead and signed by an authorized designee (City Administrator) which details the request for updating the authorized signatories for the City of Ashland accompanied by a Resolution of Approval of the authorized signatories from the City Council.

**RESOLUTION TO APPROVE THE UPDATE OF AUTHORIZED CITY OF ASHLAND
SIGNATORIES FOR THE ZURICH AMERICAN LIFE INSURANCE COMPANY**

WHEREAS, the inclusion of 457 and Deferred Compensation Plans are available as a voluntary benefit to all full-time employees of the City of Ashland; and

WHEREAS, all voluntary benefit program premiums are paid 100% by the participating City of Ashland employee; and

WHEREAS, the City of Ashland offers 457 and Deferred Compensation plans of which Zurich American Life Insurance Company is one vendor; and

WHEREAS, through the course of regular business it was discovered the authorized signatories listed on the City of Ashland's Administration Plan with Zurich American Life Insurance Company were no longer City of Ashland employees; and

WHEREAS, it is in the best interest of the City of Ashland to updated the authorized signatories with Zurich American Life Insurance Company in order to ensure accurate business transactions now and in the future; and

WHEREAS, Zurich American Life Insurance Company requires a letter on City of Ashland Letterhead from the authorized designee (City Administrator) detailing the account update accompanied by a Resolution of Approval from the Ashland City Council in order to make the requested change/update to the City of Ashland's plan (Letter); and

WHEREAS, the Human Resources Director recommends the following individuals be added as the Zurich American Life Insurance Plan authorized signatories for the City of Ashland to:

1. Julie Vaillancourt, Finance Director
2. Barbara Clement, City of Ashland Treasurer
3. Denise Oliphant, City Clerk

THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland hereby authorizes the City Administrator to sign the proposed letter to Zurich Life Insurance Company to change signatories as requested, and to accompany this resolution, and that this resolution has not been repealed or amended, and is now in full force and effect.

PASSED: February 11, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Find yourself next to the water.

A S H L A N D

City of Ashland, Wisconsin

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

City Administrator
601 Main Street West
Ashland WI 54806
Phone 715-682-7904
Fax 715-682-7048
bkucera@coawi.org

February 12, 2020

Zurich American Life Insurance Company
P.O. Box 7585577
Topeka, KS 66675-8557

RE: City of Ashland Authorized Signatories

To Whom It May Concern,

The City of Ashland is requesting a change/update be made to our Administration Plan with your company. The current authorized signatories our Administration Plan should be removed from our account in full:

Joe Elling
Susanne Wollman
Nick Wirtz
Patty Costello
Dominique Shepard

The City of Ashland is requesting new authorized signatories be added to our account as follows:

Julie Vaillancourt, Finance Director - jvaillancourt@coawi.org or 715.682.7190
Barbara Clement, Treasurer - bclement@coawi.org or 715.685.1605
Denise Oliphant, City Clerk - doliphant@coawi.org or 715.685.1600

In addition and as required by your company, this letter is accompanied by a certified Resolution of Approval from our governing body, the Ashland City Council regarding the requested change to the City of Ashland's authorized signatories. Please contact our Human Resources Director, Jennifer Bouley at 715.685.1603 or jbouley@coawi.org if you have any questions.

Sincerely,

(to be signed once resolution is approved)

Brant Kucera
City Administrator
City of Ashland, Wisconsin
bkucera@coawi.org
(715) 682.7904

SUBJECT: Approve an Agreement with Stephen G. Schraufnagel for Building, HVAC, Plumbing and Electrical Inspection Services (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department

EXHIBITS: 1. Agreement for Building, HVAC, Plumbing and Electrical Inspection Services

EXPENDITURES REQUIRED: Up to \$45,000

AMOUNT BUDGETED: \$45,000 Fund 100-- Professional Services

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 5, 2020 that Stephen G. Schraufnagel, 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 for Building Inspection services conforms to the goals and principles of the Comprehensive Plan. Having a knowledgeable, licensed commercial and residential Building Inspector helps to further the Comprehensive Plan goals of strategic code enforcement as well as assistance with business expansion and development. Additionally, the Comp Plan states that the City will make financially sound decisions that help stabilize finances and ensure that limited funds are able to go as far as possible. Contracting for Building Inspection services as outlined in the proposed contract ultimately saves the City money while providing the same level of service to residents, businesses and potential members of the Ashland community.

SUMMARY STATEMENT:

A Request for Proposals for Building Inspection services was issued with a due date of February 3, 2020. Only one proposal was received.

The City has been satisfied with the work performed by Stephen Schraufnagel to date and would like to continue to contract with him for Building Inspection services through February 28, 2022 (see attached

contract).

AGREEMENT FOR BUILDING, HVAC, PLUMBING AND ELECTRICAL INSPECTION SERVICES

The City of Ashland, hereinafter "City", and Stephen G. Schraufnagel of 811 Chapple Avenue, Ashland, WI 54806, hereinafter "Contractor", as and for an Agreement for Contractor to provide Building, HVAC, Plumbing and Electrical inspection services to the City, agree as follows:

1. Contractor warrants and represents that he is certified and licensed by the State of Wisconsin to perform Uniform Dwelling Code inspections in the categories of Construction, HVAC, Plumbing and Electrical, along with Inspector Certifications in Rental Weatherization, Home Inspection, and Commercial Buildings. The Contractor is an Architect licensed in the State of Wisconsin.
2. Contractor will perform the Building, HVAC, Plumbing and Electrical inspections on all new construction and remodeling projects in the City of Ashland as requested by the City during the term of this Agreement.

3. Contractor shall be compensated as per the following fee schedule:

(Item)	(Fee)
a. UDC Construction Inspections	\$95.00/trip
UDC HVAC Inspections	\$95.00/trip
UDC Plumbing Inspections	\$95.00/trip
UDC Electrical Inspections	\$95.00/trip
b. Home Inspections (Non-UDC Related)	\$95.00/trip
c. Commercial Buildings, Multi-Family Dwellings, etc., which includes a Certified Commercial Inspection and plan review for Building, HVAC, Plumbing, Electrical	\$125.00/trip/category
d. UDC Plan review for Construction, HVAC, Plumbing and Electrical	\$95.00/category
e. Consulting for UDC projects	\$95.00/Hour
f. Registered Architect Services	\$125.00/Hour
g. Requested Meeting Attendance	\$95.00/Hour

Payment of the fee will be monthly upon receipt of an invoice from contractor.

4. In connection with inspections, to ensure compliance with the subject codes, Contractor will prepare documentation of all disputes, prepare noncompliance orders and prepare full and complete written reports on inspections performed, which reports shall be turned over to the City of Ashland Planning & Development Department.

5. It is mutually agreed and understood that in the performance of the professional services to be rendered under this Agreement, the Contractor shall act as an independent contractor in relation to the City and not as an employee of the City. The City shall not have the right to direct or control the details, method or means in which the Contractor performs his inspection services under this Agreement. The contractor warrants that his services will be involved and the Contractor holds himself out and available to the public for performance of services. Contractor reserves the right to offer said services to the public.

Contractor's obligation under this Agreement is to provide services in a timely and professional manner. Contractor has no obligation to work any particular hours or days or any particular number of hours or days other than what is required to perform the inspection services needed.

Contractor shall not be deemed an employee of the City for any purpose whatsoever, including, but not limited to: 1) Inclusion in any City or Wisconsin Retirement Fund, Retirement or Pension Plans; 2) Sick Pay; 3) Holidays; 4) Vacation; 5) Inclusion in any City Insurance Programs.

6. Contractor agrees that he is solely responsible for the payment of those taxes or contributions (including, but not limited to, individual income taxes, self-employment taxes, and unemployment insurance contributions) as may be in connection with fees received by Contractor pursuant to the Agreement, whether such taxes, contributions or payments are owed pursuant to the laws of the United States or any state or municipality.
7. No taxes, contributions, payments or deductions of any type shall be withheld by the City on fees paid to the Contractor for services rendered under this Agreement and contractor agrees to indemnify and hold City, its officers, directors and employees harmless from and against any and all liability, costs and expenses (including attorney's fees) incurred by the City in contesting or defending against any liability for taxes, contributions, or other payments which may be asserted against City by any third party as a result of City's failure to withhold such taxes, contributions or deductions.
8. Contractor further acknowledges and agrees that the City will not make disability insurance contributions on Contractor's behalf nor obtain or pay for worker's compensation insurance coverage for Contractor or Contractor's employees, if any.
9. In performance of the inspection services pursuant to this Agreement, Contractor will be acting as the agent of the City. The City of Ashland liability insurance coverage will extend to cover the Contractor while acting within the scope of the duties performing inspection services. Contractor shall hold the City harmless and indemnify the City of any loss, liability or damages sustained by any party as a result of the inspector's acts or omissions outside the scope of his inspection services.

10. The Contractor will be required to pay for all his supplies (paper, code books, etc.) continuing education expenses, travel expenses, and licensing renewals and fees while he is rendering his services to the City.

11. The city is to provide the Contractor with visible identification credentials, such as business cards, letterhead, envelopes, as required to perform his services in the capacity of the City.

12. The Contract shall commence on, or around, the 13th of February, 2020, and runs through February 28, 2022.

13. The Agreement may be terminated by either the City or Contractor after 90 days written notice to the other party.

CITY OF ASHLAND

CONTRACTOR: Stephen G. Schraufnagel

Brant Kucera
City Administrator

Stephen G. Schraufnagel
Architect/Building Inspector

Date: February , 2020

Date: February , 2020

Denise Oliphant
City Clerk

Date: February , 2020

SUBJECT: Approve a Resolution to Accept the Workmanship of Hydro-Klean, LLC and Approve Final Payment for the 2019 Sanitary Sewer Pipe Condition Assessment and I&I Investigation Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Director of Public Works
Utility Operations Manager

EXHIBITS:

1. Proposed Resolution
2. Final Construction Report
3. Application for Payment No. 2 - Final

EXPENDITURES REQUIRED: Final Payment Due: \$52,441.03

\$115,871.50 Submersible Camera Investigation & Smoke Testing
16,477.55 Quantity Variances
\$132,349.05 TOTAL FINAL PROJECT COST

\$ 54,221.50 Submersible Camera Investigation
61,650.00 Smoke Testing
11,587.15 Contingency \$127,458.65 Original Contract
Approval by City Council (5/14/2019)

\$4,890.40 Additional Expenditures

AMOUNT BUDGETED: \$150,000.00 Fund 690

APPROPRIATION REQUIRED: \$4,890.40 Expenditures exceed Council Approval due to Quantity Variances

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 8, 2020 that Hydro-Klean, 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 May 14, 2019, the Ashland Common Council approved awarding the contract for this project to Hydro-Klean, LLC, who was the low bidder. The completed work included cleaning and inspection (via submersible camera) of 4.7 miles of sanitary sewer pipe, condition of rating of 6.3 miles of sanitary sewer pipe that was previously cleaned and inspected by City staff, and smoke testing of 32.3 miles of sanitary sewer pipe.

The results of the cleaning and inspection are being used to identify likely sources of infiltration to be addressed via future projects for sewer pipe repair/replacement. The results of the smoke testing identified a few likely sources of inflow but not to the extent anticipated prior to the work. The Public Works Department is working to address the identified sources and also investigating an alternative method for detecting inflow.

The Public Works Department recommends approval of the resolution to accept the workmanship of Hydro-Klean, LLC and for the City to make the final payment due on the 2019 Sanitary Sewer Pipe Condition Assessment and I&I Investigation Project.

RESOLUTION TO ACCEPT THE WORKMANSHIP OF HYDRO-KLEAN, LLC AND APPROVE FINAL PAYMENT FOR THE 2019 SANITARY SEWER PIPE CONDITION ASSESSMENT AND I&I INVESTIGATION PROJECT

WHEREAS, the City of Ashland, hereinafter referred to as the City, and HYDRO-KLEAN, LLC hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 690201901 2019 SANITARY SEWER PIPE CONDITION ASSESSMENT AND I&I INVESTIGATION PROJECT** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of \$115,871.50; and

WHEREAS, said total final contract price has been determined to be \$132,349.05 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 \$52,441.03 to the Contractor in full and final payment of the City's obligations under this contract.

PASSED: February 11, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

FINAL CONSTRUCTION REPORT

PROJECT: SANITARY SEWER PIPE CONDITION ASSESSMENT & I&I INVESTIGATION

SUBSTANTIAL COMPLETION DATE: NOVEMBER 4, 2019

REPORT DATE: NOVEMBER 22, 2019

CONTRACTOR: HYDRO-KLEAN, LLC

Bid Amount: \$ 115,871.50

Change Orders: \$ 0

Net Quantity Variances: \$ 16,477.55

Final Cost: \$ 132,349.05

Major work items completed under this project included 170,749 feet of sanitary sewer pipe smoke testing; 24,575.80 feet of sanitary sewer pipe cleaning and televising; and updating City sanitary sewer televising reports to NAASCO standards.

The results of the data will be utilized to determine where Inflow and Infiltration (I&I) is likely occurring, help to prioritize projects, and also help in determining the best course of action to correct I&I at specific locations.

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.

The Contractor's Performance and Payment Bond will remain in effect until the end of the one year warranty period to cover any defective work identified within the warranty period.

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.

2-Final

To: City of Ashland (Owner)

From: Hydro-Klean, LLC (Contractor)

Project: Sanitary Sewer Pipe Condition Assessment and I&I Investigation

For Work Period: From: July 1, 2019 Thru: September 27, 2019

1.	Original Contract Price:	\$115,871.50
2.	a) Net change by Change Orders and Written Amendments (+ or -)	\$0.00
	b) Net change by Quantity Variances (+ or -)	\$16,477.55
3.	Current Contract Price (Line 1 plus Line 2):	\$132,349.05
4.	Total completed and stored to date:	\$132,349.05
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):	\$132,349.05
7.	Less previous Payments:	\$79,908.02
8.	DUE THIS APPLICATION (6 MINUS 7):	\$52,441.03

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: Rob Sherwood

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

SANITARY SEWER PIPE CONDITION ASSESSMENT AND I&I INVESTIGATION

PAY REQUEST NO. 2-FINAL

PAY PERIOD: SEPTEMBER 27, 2019 - NOVEMBER 4, 2019

BID INFORMATION				HYDRO-KLEAN 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
1A	CLEAN AND TELEWISE SANITARY SEWER PIPES - DISTRICT 1	LF	25,253.00	\$1.50	\$37,879.50	24,575.80	0.00	24,575.80	\$0.00	\$36,863.70
	SMOKE TESTING 4-6 INCH PIPE	LF	0.00	\$0.50	\$0.00	0.00	3,370.00	3,370.00	\$1,685.00	\$1,685.00
2A	SMOKE TESTING 8-10 INCH PIPE	LF	80,564.00	\$0.50	\$40,282.00	90,000.00	30,629.00	120,629.00	\$15,314.50	\$60,314.50
3A	SMOKE TESTING 12 INCH PIPE	LF	3,184.00	\$0.50	\$1,592.00	0.00	23,306.00	23,306.00	\$11,653.00	\$11,653.00
4A	SMOKE TESTING 15 INCH PIPE	LF	3,640.00	\$0.50	\$1,820.00	0.00	0.00	0.00	\$0.00	\$0.00
5A	SMOKE TESTING 18 INCH PIPE	LF	10,576.00	\$0.50	\$5,288.00	0.00	0.00	0.00	\$0.00	\$0.00
6A	SMOKE TESTING 21 INCH PIPE	LF	5,081.00	\$0.50	\$2,540.50	0.00	23,444.00	23,444.00	\$11,722.00	\$11,722.00
7A	SMOKE TESTING 24 INCH PIPE	LF	10,275.00	\$0.50	\$5,137.50	0.00	0.00	0.00	\$0.00	\$0.00
8A	REVIEW CITY TELEWISE RECORDS AND RATE PIPE PER PACP STANDARDS	LF	33,368.00	\$0.25	\$8,342.00	0.00	31,443.40	31,443.40	\$7,860.85	\$7,860.85
9A	PIPE ROOT CUTTING	HOURL	40.00	\$200.00	\$8,000.00	11.25	0.00	11.25	\$0.00	\$2,250.00
TOTALS					\$115,871.50				\$48,235.35	\$132,349.05

SUBJECT: Approve a Resolution to Accept the Workmanship of Veit & Company, Inc and Approve Final Payment for the Kreher Park Redevelopment Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Parks and Recreation Director
Finance Director

EXHIBITS:

1. Proposed Resolution
2. Contractor's Application for Payment No. 2
3. Final Construction Report

EXPENDITURES REQUIRED: \$ 227,297.00 Original Contract
7,750.00 Change Order
3,335.50 Quantity Variances
\$238,382.50 TOTAL FINAL PROJECT COST

AMOUNT BUDGETED: \$200,000.00 Waterfront Development Fund Balance
\$100,000.00 Ashland Marina
\$300,000.00 Project Funds Approved by City Council
(5/28/2019)

APPROPRIATION REQUIRED: N/A- total final project cost does not exceed the total project funds approved by Council.

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 31, 2020 that Veit & Company, 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:

SUMMARY STATEMENT:

On May 28, 2019, the Ashland Common Council approved the use of \$300K in City funds to be used to enter into an agreement with the lowest responsive bidder for Kreher Park Redevelopment Phase 1. City staff

requested the pre-approval of the expenditure before the low bidder had been identified to allow for timely completion of the work in coordination with independent work being done at the project site by Xcel Energy.

Viet & Company, Inc was the low bidder and a contract for the work was awarded in July 2019. The completed work included the supply and installation of 2,520 cubic yards of gravel base, 6 pile foundations, and associated storm water controls on the site.

The gravel base will be paved over in the future, allowing the installed gravel to act as the base layer for a parking area when the site is redeveloped to include a boat launch. The pile foundations have been incorporated into the design for the future boat launch while the storm water controls were necessary to complete the work in accordance with WI Department of Natural Resources requirements.

The Public Works Department recommends approval of a resolution to accept the workmanship of Viet & Company, Inc and for the City to make the final payment due on the 2019 Kreher Park Development Project.

RESOLUTION TO ACCEPT THE WORKMANSHIP OF VEIT & COMPANY, INC AND APPROVE FINAL PAYMENT FOR THE KREHER PARK REDEVELOPMENT PROJECT

WHEREAS, the City of Ashland, hereinafter referred to as the City, and VEIT & COMPANY, INC, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 481201802 KREHER PARK REDEVELOPMENT–PHASE I** in the City of Ashland, in accordance with plans and specifications prepared by AMI Consulting Engineers for the agreed price of \$227,297.00.

WHEREAS, said total final contract price has been determined to be \$238,382.50 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 \$38,731.21 to the Contractor in full and final payment of the City's obligations under this contract.

PASSED: February 11, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Contractor's Application for Payment

Owner: <u>City of Ashland</u>	Owner's Project No.: <u>N/A</u>
Engineer: <u>AMI Consulting Engineers</u>	Engineer's Project No.: <u>181192</u>
Contractor: <u>Veit & Company, Inc.</u>	Contractor's Project No.: <u>N/A</u>
Project: <u>Kreher Park Redevelopment- Phase 1</u>	
Contract: <u>Kreher Park Redevelopment- Phase 1</u>	
Application No.: <u>2-FINAL</u> Application Date: <u>1/31/2020</u>	
Application Period: <u>From</u> <u>9/10/2019</u> <u>to</u> <u>11/15/2019</u>	

1. Original Contract Price	\$ 227,297.00
2. Net change by Change Orders	\$ 7,750.00
3. Net change by Qty Variances	\$ 3,335.50
3. Current Contract Price (Line 1 + Line 2)	\$ 238,382.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 238,382.50
5. Retainage	
a. <u>0%</u> X <u>\$ 238,382.50</u> Work Completed	\$ -
b. <u> </u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 238,382.50
7. Less previous payments (Line 6 from prior application)	\$ 199,651.29
8. Amount due this application	\$ 38,731.21
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to 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 liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer By: _____ Title: _____ Date: _____ Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____ By: _____ Title: _____ Date: _____
---	--

Contractor's Application for Payment

City of Ashland
AMI Consulting Engineers
Veit & Company, Inc.
Kreher Park Redevelopment- Phase 1
Kreher Park Redevelopment- Phase 1

N/A
181192
N/A

Application Date: 01/31/20

[illegible]

Contractor's Application for Payment

Owner's Project No.:	N/A
Engineer's Project No.:	181192
Contractor's Project No.:	N/A

Application Date: 01/31/20

A	B	C	D	E	F	G	H	I	J	K	L	
	Bid Item No.	Description	Contract Information			Value of Bid Item (C x E) (\$)	Work Completed		Materials Currently Stored (noting G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J/F) (%)	Balance to finish (F-J) (\$)
			Item Quantity	Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (EX-G) (\$)				
1		Change Order #1 Supply & Install of Base Aggregate	200.00	CY	38.75	7,750.00	200.00	7,750.00	7,750.00	100%	-	

CHANGE ORDER NO: 1

Owner: City of Ashland Owner's Project No.: N/A
 Engineer: AMI Consulting Engineers Engineer's Project No.: 181192
 Contractor: Velt & Company, Inc. Contractor's Project No.: N/A
 Project: Kreher Park Redevelopment- Phase 1
 Contract Name: Kreher Park Redevelopment - Phase 1
 Date Issued: 11/26/2019 Effective Date of Change Order: 11/26/2019

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

Description:

Additional aggregate base for entrance to Kreher Park from Ellis Avenue

Attachments:

Plansheet showing entrance location & dimensions

Change In Contract Price	Change in Contract Times
Original Contract Price: \$ 227,297.00	Original Contract Times: Substantial Completion: July 1, 2020 Ready for final payment: September 1, 2020
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. N/A: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. N/A Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 227,297.00	Contract Times prior to this Change Order: Substantial Completion: July 1, 202 Ready for final payment: September 1, 2020
Increase this Change Order: \$ 7,750.00	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 235,047.00	Contract Times with all approved Change Orders: Substantial Completion: July 1, 2020 Ready for final payment: September 1, 2020

Recommended by Engineer (if required)

By: [Signature]

Title: MARINE CIVIL ENGINEER

Date: _____

Authorized by Owner

By: [Signature]

Title: CITY ADMINISTRATION

Date: 12/13/19

Accepted by Contractor

[Signature]

VP Civil Construction

December 09, 2019

Approved by Funding Agency (if applicable)

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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Page 1 of 1

FINAL CONSTRUCTION REPORT

PROJECT: KREHER PARK REDEVELOPMENT – PHASE I

SUBSTANTIAL COMPLETION DATE: October 18, 2019

REPORT DATE: February 3, 2020

CONTRACTOR: VEIT & COMPANY, INC

Bid Amount:	\$ 227,297.00
Change Orders:	\$ 7,750.00
Net Quantity Variances:	<u>\$ 3,335.50</u>
Final Cost:	\$ 238,382.50

Major work items completed under this project included the supply and installation of 2,520 cubic yards of gravel base, 6 pile foundations, and associated storm water controls on the Kreher Park Redevelopment site, also known as the Superfund site.

The gravel base will be paved over in the future, allowing the installed gravel to act as the base layer for a parking area when the site is redeveloped to include a boat launch. The pile foundations have been incorporated into the design for the future boat launch while the storm water controls were necessary to complete the work in accordance with WI Department of Natural Resources requirements.

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.

The Contractor's Performance and Payment Bond will remain in effect until the end of the one year warranty period to cover any defective work identified within the warranty period.

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
2020.02.04 16:01:24
-06'00'

John Butler
Director of Public Works

SUBJECT: Approve Task Authorization No. 6, Ashland Ore Dock Phase I, Part 2 Diamond Access Construction Documents and Construction Administration with SmithGroup (*Parks and Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administrator
Public Works Director
Finance Director
Ashland Ore Dock Charitable Trust

EXHIBITS: 1. SmithGroup Task Authorization - Ore Dock Design Services

EXPENDITURES REQUIRED: \$139,775

AMOUNT BUDGETED: \$1,600,000 Ashland Oredock Charitable Trust
\$~ 50,000 Donations
\$ 300,000 DNR LWCF/Stewardship Grant (Recieved 2018, used for Phase 1, Part 1 work)
\$ 300,000 DNR LWCF/Stewardship Grant (Pending)
\$ 150,000 Bremer Foundation Grant (used for Phase 1, Part 1 work)
\$ 150,000 Wisconsin Coastal Management Grant (Agenda item 7.G)
\$ 50,000 Sport Fish Restoration
\$2,600,000 Total for Phase 1, Parts 1 and 2: Diamond Access Project

APPROPRIATION REQUIRED: The \$139,775 will be covered in the above budget amount.

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 23, 2020 that SmithGroup 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: This item

conforms with Ashland Ore Dock Concept Design, Authentic Ashland 2035, Ashland Waterfront Redevelopment Plan, and the Comprehensive Outdoor Recreation Plan.

SUMMARY STATEMENT:

In 2015 the City of Ashland signed the first Task Authorization – Ashland Ore Dock Services with SmithGroup for the Ashland Ore Dock Design Services per the Request for Proposal (RFP) response. Since then, the City has worked with SmithGroup in the creation of the Ashland Ore Dock Concept Design Report from which the final engineer plans, construction documents and bidding documents for the Ashland Ore Dock redevelopment has come from.

Task Authorization No. 6 is to approve SmithGroup to do the remaining design, engineering and construction documentation, and construction administrative work to finish Phase I: Diamond Access. TA No. 6 includes a subcontracted engineer to come onsite two times a week to inspect the project, engineering plans and construction documents for a walkway on the 1923 part of the Ore Dock to the end including lighting the light towers.

The initial base bid for the Phase 1 project will be to get bids for Exhibit A, with the alternate of Exhibit B. Exhibit B is only possible if it comes within the allotted budget.

Back Story: Task Authorization No. 5, approved by City Administration per Ord. 192, was for SmithGroup and Westbrook to perform a Valued Engineering (VE) and Opinion of Probable Construction Cost (OPCC) on Phase 1: Diamond Access to better understanding of the actual cost of construction for the initial concept plan. The VE and OPCC revealed that the initial concept plan with two bridges was not fiscally feasible. The consultant came up with other options, similar to the initial concept plan, that were closer to the actual budget amount. On January 30, 2020, the Ashland Ore Dock Charitable Trust reviewed the options and approved two options for Phase 1, Part 2 a base bid option (exhibit A) and an alternate option (exhibit B). The Trustees also unanimously voted to allocate additional money (\$600,000) from the Trust go to towards the Phase 1 project.

SMITHGROUP

TASK AUTHORIZATION – ORE DOCK DESIGN SERVICES

SGJJR Project Title: Ashland Oredock Design Service
SGJJR Task Description: Phase 2 Construction Documents / Bidding / Construction Administration
SGJJR Project Location: Ashland, Wisconsin

Task Authorization No.: 6

Client City of Ashland
601 Main Street West
Ashland, Wisconsin 54806

Background

A community-crafted, transformative vision for the Ashland Oredock has been established, a Phase 1 catalytic project has been constructed, and the City of Ashland has secured funding to extend public access the full length of the historic Oredock.

SmithGroup and our project partners are excited to have the opportunity to support the City of Ashland and the Ashland community with the Phase 2 implementation of the Oredock Concept Plan. The Phase 2 project will extend the work that began in Phase 1 (the “Ashland Overlook”), creating a structured walkway which will facilitate public access to the outer end of the 1923 Dock.

Per our Task 5 alternatives investigation and associated cost opinions, and as coordinated with the Oredock Trust, the Phase 2 project bid will include a base project and an additive alternate; the Phase 2 Base Bid and Additive Alternate Project components are identified in attached Exhibits ‘A’ and ‘B,’ respectively. The Base Bid Project includes the remaining portion of Bridge 1, a single, straight run of precast concrete walkway at the east side of the Oredock, and a North End Overlook. The Additive Alternate Project also includes the remaining portion of Bridge 1, but it adds a single diagonal bridge crossing (Bridge 2) at the center of the dock, splits the precast concrete walkway into 2 segments (an east run and a west run), and mirrors the Base Bid North End Overlook. In both options, guardrails will be employed as fall protection where required by code, and precast concrete curbs will create a visual and physical edge at the water side of the walk.

SmithGroup understands that the Phase 2 target budget is \$2.2 million (total project cost).

Services associated with these features include site design, civil engineering, and structural engineering and address the following Scope items.

SMITHGROUP

Scope of Services

Task 1 Construction Documents

Based on the Progress Review Drawing Set dated 4/16/2018 (90% complete) and the attached Base Bid and Additive Alternate Project diagrams, a Phase 2 Construction Document (CD) Set and corresponding Project Manual (Specifications) will be prepared to set forth in detail the requirements for the construction of the Phase 2 project components. As part of the Construction Documentation process, SmithGroup will:

- Provide lighting concept design for installed light masts at the 1916 Dock. Detailed design and vendor/fabricator coordination by others.
- Review in detail the current design and technical drawings and the updated Opinion of Probable Construction Cost with the City of Ashland
- Incorporate City of Ashland staff feedback and prepare a Phase 2 CD Set and Project Manual. The Phase 2 CDs will include both the Base Bid and Additive Alternate.

Task 1 Meetings

- (1) Kick-off Meetings with City of Ashland Staff (location: WebEx/remote)
- (1) CD Review Meeting (Page Turn) with City of Ashland Staff (location: WebEx/remote)

Task 1 Deliverables

- Light mast lighting concept studies; lighting product options
- Phase 2 Final Review Documents (plans and specifications, digital delivery)

Task 2 Bid Phase Services

SmithGroup will adjust the Final Review Documents per City of Ashland input/review comments and produce Bid Documents.

In support of the City of Ashland, and to solicit bids from qualified contractors, SmithGroup will:

- Manage the distribution of the Bid Documents with a plan house
- Conduct a pre-bid meeting with interested contractors
- Receive and respond to contractors' and/or suppliers' pre-bid questions
- Prepare and distribute addenda as required to clarify the bidding documents
- Assist in the evaluation of bids and offer input to the City of Ashland regarding the award of a construction contract

Upon city acceptance of a bid, SmithGroup will finalize and issue Construction Documents.

SMITHGROUP

Task 2 Meetings

- Pre-Bid Meeting

Task 2 Deliverables

- Responses to pre-bid inquiries with corresponding notes and summary
- Addenda and clarifications
- Bid tabulation

Task 3 Contract Administration

Contract Administration services related to the Ashland Oredock Phase 2 Improvements include coordination with the Contractor, participation in regular progress meetings, review of submittals and shop drawings, responses to contractor-generated Requests for Information (RFIs), on-site construction observation, and final walkthrough review of built improvements.

Deliverables shall include sketches and/or revised drawings as required to answer RFIs and address issues encountered during construction; electronic, annotated, reviewed copies of submittals and shop drawings; field notes for site observation visits; a final punch list supported by detailed descriptions of site conditions and photographs.

SmithGroup will contract with Coleman Engineering Company (Coleman) for regular on-site construction administration activities. Coleman will visit the project site two times per week during the on-site construction period and serve as the design and engineering team's local representative. Coleman will review site preparation activities, placement of concrete reinforcement, formwork, placement of concrete, anchorages, walkway and bridge construction, and the construction of miscellaneous Phase 2 improvements.

Task 3 Meetings

- SmithGroup, WAE, and Coleman will participate in regular weekly construction progress meetings with the Contractor. SmithGroup and WAE will call in to these meetings remotely; Coleman will coordinate construction observation visits to coincide with the weekly progress meetings and attend in person.
- (4) total site visits for SmithGroup:
 - (1) pre-construction meeting
 - (2) on-site construction progress review meetings
 - (1) final walkthrough meeting
- (2) total site visits for WAE:
 - (1) pre-construction meeting
 - (1) final walkthrough meeting
- site visits for Local Engineer:
 - (1) pre-construction meeting
 - (2) construction observation visits per week during the on-site construction period for a total of (24) construction observation visits (the on-site construction period is assumed to be 12 weeks)
 - (1) final walkthrough meeting

SMITHGROUP

Task 3 Deliverables

- Reviewed submittals with notes and directives
- Reviewed shop drawings with notes and directives
- Responses and associated sketches and/or drawing revisions for RFIs
- Field Observation Reports for all construction observation visits
- Final Walkthrough Report (Punch List)

Assumptions & Owner Responsibilities

1. The City will be responsible for payment of any application and review fees.

Schedule

The final schedule will be coordinated with the City of Ashland to meet the specific needs of the project. It is understood that the city plans to bid and construct the Phase 2 project during the 2020 construction season. As such, SmithGroup anticipates the following preliminary schedule:

2/11/2020	City Council considers proposal; if approved,
2/17/2020 – 3/27/2020	Construction Documentation
3/27/2020	Post Bid Documents
3/30/2020 – 4/17/2020	Bid Period
4/6/2020	Bid Opening
4/6/2020 – 5/1/2020	Negotiations and Contracting
5/4/2020	Notice to Proceed
5/4/2020 – 7/24/2020	Off-site Fabrication
7/27/2020 – 10/16/2020	On-site Construction
10/19/2020 – 11/13/2020	Closeout Activities and Final Acceptance

SMITHGROUP

Compensation

The City of Ashland shall compensate SmithGroup for the scope of services above for the fixed lump sum fee of \$139,775 inclusive of labor, materials, and expenses.

Invoices will be prepared monthly based on percentage of completion for each task.

Reimbursable Expenses

Not applicable, included in compensation above.

Owner (*Signature*)

SmithGroup (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

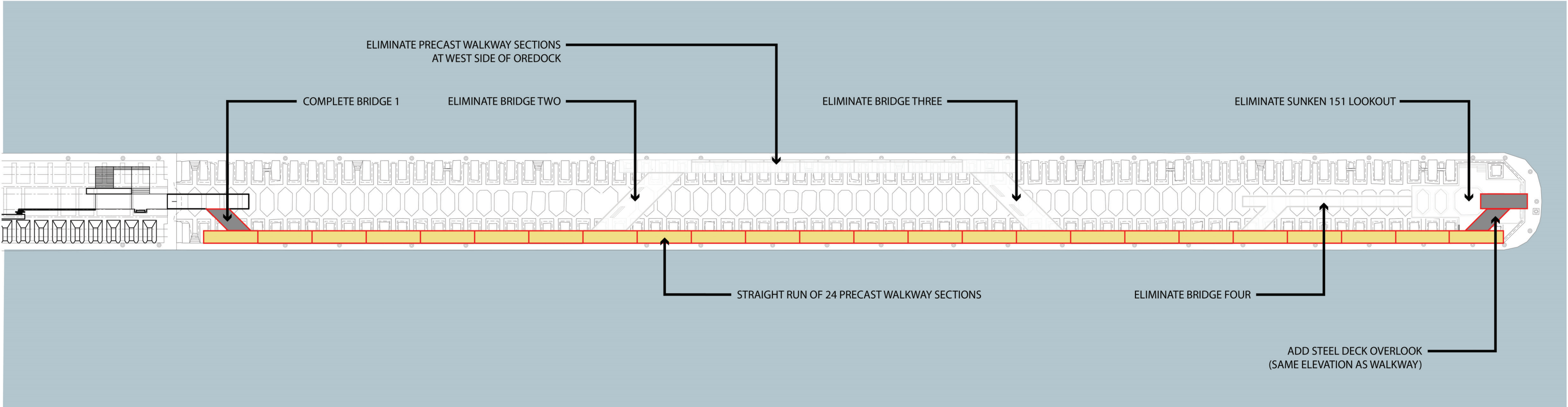
Date

City of Ashland

Ore Dock Design Services
Ashland, Wisconsin

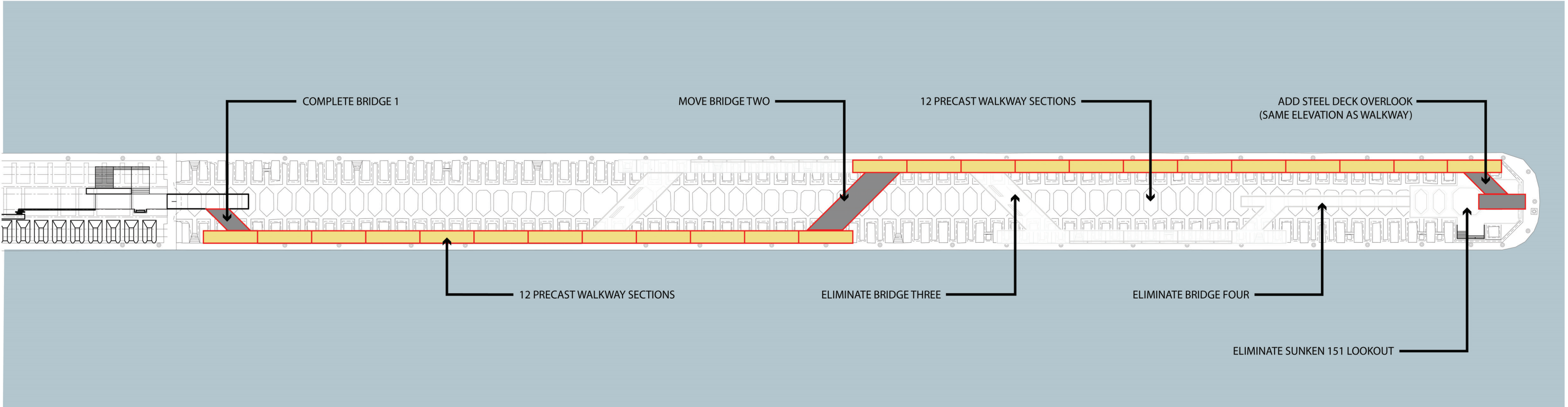
SmithGroup

EXHIBIT 'A'



PHASE 2 SCOPE: BASE BID CONFIGURATION
02/03/2020
NTS

EXHIBIT 'B'



PHASE 2 SCOPE: ADDITIVE ALTERNATE CONFIGURATION
02/03/2020
NTS

SUBJECT: Approve Amendment No. 3 to Design and Engineering Services Contract with SmithGroup for Ashland Ore Dock Phase 2 Stuntz Avenue Corridor (*Public Works*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Parks and Recreation Director
Finance Director

EXHIBITS: 1. Amendment to Owner Contract No. 2
2. Amendment to Owner Contract No. 3

EXPENDITURES REQUIRED: \$100,000 Original Contract Amount (approved 2/5/2019)
~~\$116,010~~ Amended Contract Amount
\$ 16,010 Additional Expenditure Required

AMOUNT BUDGETED: \$ 1,000,000 Army Corp of Engineering Grant
~~\$ 1,000,000~~ Ashland Ore Dock Charitable Trust
\$2,000,000 Project Total

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 23, 2020 that SmithGroup 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 February 5, 2019, the Common Council waived applicable bidding requirements and awarded a contract for preliminary design services for the Ore Dock Phase 2 project to SmithGroup.

The contract included services related to the preliminary design of the Stuntz Avenue Corridor, a park at the terminus of Stuntz Avenue, and a gateway to the redeveloped Ore Dock. Due to City staff project workload and

the need for additional engineering design, construction of the project has been scheduled for 2021.

The contract awarded to SmithGroup was to provide these services for a total project cost of \$1.3 million. In completing the preliminary design, City staff and SmithGroup has cooperatively determined that the project total has increased to \$2 million. Additional funds for the project were approved by the Ore Dock Charitable Trust in October 2019.

SmithGroup services related to the geotechnical investigation, a traffic study, and an environmental assessment were not formally included in the contract awarded to SmithGroup but, at the direction of City staff, SmithGroup has initiated work on these items.

The traffic study has focused on the potential connection of Stuntz Avenue to US Hwy 2 in order to create an Ore Dock gateway. SmithGroup's review of the technical feasibility and coordination with the Wisconsin Department of Transportation has required more resources than originally estimated.

This amendment to the Design and Engineering Services contract formally approves SmithGroup's costs related to the geotechnical assessment, traffic study, and environmental assessment, and also increases their fee for preliminary design to align with the \$2 million project total.

City staff will work with SmithGroup this spring and summer to complete the remaining work under this contract for preliminary design services, resulting in various project related deliverables to be used to support final design efforts.

SMITHGROUP

AMENDMENT TO OWNER CONTRACT

SG Project Title: Ashland Oredock Design Services
SG Project Location: Ashland, WI
SG Project Number: ---

Amendment No.: 2

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

By signing below, the parties agree that SmithGroup will provide Tasks 1 and 2 as outlined in the below Scope of Services below, in conjunction with our Agreement dated **8/21/2017**, and expend an additional **\$60,040 (inclusive of SmithGroup labor and expenses)** in design and engineering fees.

Additionally, if required, SmithGroup will coordinate the following subconsultant services as a reimbursable expense which are in addition to compensation noted above. The amounts indicated below represent anticipated costs and will be finalized based upon proposals solicited from the appropriate consultants at the direction of City of Ashland staff.

Geotechnical investigations and report (if none exist):	\$11,000
Traffic study (if requested by WisDOT):	\$11,000
NEPA Supplementary Documentation (if none exists):	\$11,000

I. Project Understanding

The project includes the construction, restoration, and enhancement of the Stuntz Avenue corridor between US Highway 2 (Lake Shore Drive) and Water Street, including a cul-de-sac turnaround north of Water Street, where the Stuntz Avenue right-of-way terminates at the Chequamegon Bay waterfront. The design, engineering, and construction for this project will be partially funded by the USACE through a \$1M Section 154 program grant. The City of Ashland's required match for the appropriated grant is \$333,333.33.

The grant monies are intended to,

“provide assistance to northern Wisconsin public entities in the form of design, construction and reconstruction assistance for water-related environmental infrastructure, resource protection and development projects. These include navigation and inland harbor improvement and expansion, wastewater treatment and related facilities, water supply and related facilities, environmental restoration, and surface water resource protection and development.”

Per conversations with the USACE, the above is understood to include many, but not all, of the improvements in the outline that follows.

Whereas the USACE grant and the project extents are well-defined, the condition of the city's below grade infrastructure is not fully-known, future development needs have not been projected, and additional contributions to the total project budget (from the City of Ashland, the Oredock Trust, other grants, and other donations) are not yet known. As such, this proposal includes a detailed scope and fee for two initial tasks. These tasks will define the

Rev. 08.01.18

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specific improvements that will be funded by the USACE grant and ensure these improvements will meet future needs. It will also advance the design of Oredock related pedestrian improvements to a schematic design (SD) level to ensure their coherence with the Stuntz corridor reconstruction and identify where and how the project may be expanded to better serve city residents if additional funds are brought to the project.

Complete design and engineering (construction documentation), bidding, and construction administration services are outlined in Part III of this proposal. However, the scope for these tasks will be revisited upon completion of Tasks 1 and 2. Part III tasks are not covered by this proposal.

Tasks 1 and 2 will focus on the following:

Stuntz Corridor Surface Improvements

The segments of the 2.5 block-long Stuntz corridor described above and identified in the attached Vicinity Map (Attachment A) will include:

- curb and gutter
- vehicular pavements
- sidewalks (one or both sides)
- curb ramps and striped crosswalks
- on-street parking (one or both sides of Stuntz)
- stormwater and water quality improvements within street-adjacent bioretention/infiltration basins (GI improvements)
- stormwater inlets/structures as needed
- new light poles (at street intersections and turnaround only)

Stuntz Corridor Infrastructure

Per direction from city staff, the redevelopment of the Stuntz Avenue corridor will also include complete reconstruction of storm, sanitary, and water service systems. The sizing of these services, and the extent to which up-stream and down-stream system components are reconstructed, will be determined in Task 1.

Water Service

6" and 12" ductile iron (DI) water service lines run beneath Stuntz between US Highway 2 and Water Street. This Scope of Services assumes:

- the water service beneath Stuntz will be replaced unless determined otherwise during Task 1
- new water service will be provided for the proposed restroom building (see below)
- existing hydrants will be reset in their approximate, existing locations, or replaced as needed; additional hydrants will be added as determined through coordination with Ashland Fire and Public Works
- needs of potential future redevelopment will be examined to ensure water service lines are adequately sized

Sanitary Sewer

A combination of reinforced concrete and PVC sanitary lines run beneath Stuntz Avenue between US Highway 2 and Water Street. A lift station is located at the north end of Stuntz. This Scope of Services assumes:

- all existing sanitary lines beneath Stuntz will be replaced unless determined otherwise during Task 1
- new sanitary will be provided for the proposed restroom building (see below)
- the existing lift station at the north end of Stuntz will remain

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Storm Sewer

There are currently no storm sewer laterals beneath the Stuntz corridor north of US Highway 2. Storm laterals will be installed beneath Stuntz to capture runoff from new street pavements and route water to and from the proposed GI improvements. It is assumed these laterals will connect to the storm main collector beneath St Claire Street.

Other Improvements

In addition to the typical Stuntz corridor streetscape and infrastructure improvements described above, the project will include:

- a new Stuntz – US Highway 2 intersection which is, from a traffic design standpoint, consistent with other city street – US Highway 2 intersections in the vicinity of Stuntz
- an Oredock “gateway” at the new Stuntz – US Highway 2 intersection
- a small arrival space and Oredock overlook at the Stuntz turnaround
- a restroom structure at the Stuntz turnaround
- stair and accessible walkway connections between the Stuntz turnaround and restroom structure and the Tri-County Corridor Trail and Oredock below

Depending upon costs associated with the Stuntz corridor surface and infrastructure improvements, the pedestrian-focused improvements described above may or may not be advanced in future phases (Part III).

II. Scope of Services

The improvements described above will be analyzed, designed, engineered, and documented as follows:

Task 1: Project Definition, Analysis, Schematic Design (SD)

Background Information

SmithGroup will coordinate and provide a detailed project survey. This survey will include property lines, surface features and topography within and adjacent to the Stuntz Avenue right-of-way (ROW) corridor, and above and below grade utilities within and adjacent to the Stuntz Avenue ROW.

In addition to coordinating the project survey, SmithGroup will coordinate and solicit proposals for subconsultant services if deemed necessary as the project advances. These subconsultant services are not included in the base compensation. Potential services include:

- Geotechnical investigation if recent and pertinent information is not available through the City of Ashland. This investigation will identify subsurface conditions and inform the design of pavements, foundations, and GI improvements.
- If required by WisDOT, SmithGroup will coordinate a proposal for a traffic study for the proposed Stuntz – US Highway 2 intersection.
- If a Phase 1 Environmental Site Assessment does not exist, SmithGroup will coordinate a proposal from a qualified environmental consultant to develop supporting materials for USACE's required NEPA approval process.

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Infrastructure Analysis

Using the project survey and City of Ashland GIS data and assessments for existing utilities, SmithGroup will create a project basemap and identify whether additional utilities analysis is required. Inspections, televising, and other on-the-ground investigations are not included in this scope of work.

Based on guidance from the City of Ashland, future upland redevelopment will be considered to inform sizing of new utilities.

Stormwater calculations will identify runoff quantities and inform sizing of GI improvements. Upstream and downstream storm system components will be examined to understand the site's impact, as well as the GI improvements' potential to serve areas beyond project site.

Stuntz Corridor, Gateway, and Terminus SD-Level Design

SmithGroup will study options for the Stuntz Avenue corridor, including its intersection with US Highway 2. These options will investigate various cross sections and alignments for Stuntz and will examine parking, GI improvements, sidewalk configurations, street tree planting, and other streetscape features.

SmithGroup will study the Oredock "gateway" at the intersection of Stuntz and US Highway 2, as well as the Stuntz terminus arrival space, turnaround, and Oredock / Tri-County Trail connections. The *Ashland Ore Dock Concept Design* (Attachement B) will serve as a basis of design for these areas. Improvements may include:

Oredock Gateway

- salvaged Oredock relics
- gateway / monument signage
- lighting
- planting

Stuntz Terminus

- restroom building
- paved arrival space with seating
- stairs and accessible connection to Oredock / Tri-County Trail
- interpretive / welcome signage or kiosk, potentially integrated with restroom building
- lighting
- planting

SmithGroup will review the options for the above improvements with city staff and incorporate preferred plan components and city feedback to create a single SD-level design for these improvements.

SmithGroup will begin to develop a cost opinion based on the preferred SD plan and our understanding of infrastructure needs. This estimate will be detailed and completed in Task 2.

SmithGroup will initiate regulatory permitting processes during Task 1.

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Task 2: Design Development (DD), Opinion of Probable Construction Cost (OPCC)

Stuntz Corridor

Based on city staff input, SmithGroup will advance the Stuntz corridor design to a DD-level to inform future task scope and construction costs. The DD plans will include the preliminary utilities design.

The program and budget for the restroom building will be defined by benchmarking the structure relative to other, comparable SmithGroup projects, and setting a program for the structure.

The gateway and terminus designs will not be advanced to a DD level.

Cost Opinion

SmithGroup will translate the Stuntz corridor DD product to an Opinion of Probable Construction Cost (OPCC). The minimum total project construction cost, as defined by the USACE Section 154 program grant, is \$1,333,333.33. The amount of additional grant monies, available city funds, or Oredock Trust contributions are not yet known. It is assumed that the upper end of the total project cost may be approximately \$2 million.

Task 1 + 2 Deliverables

- Project survey
- Infrastructure analysis and summary
- Stormwater analysis and preliminary GI design
- SD-level Stuntz Avenue corridor options
- SD-level gateway and terminus studies
- Preliminary design of utilities
- DD-level design for Stuntz corridor
- Restroom building benchmarking, program, and budget
- OPCC and associated design and engineering fees for the improvements defined in Task 2

Task 1 +2 Meetings

- Task 1 Kickoff Meeting – WebEx
- Design Review Meeting #1 – City of Ashland
- Design Review Meeting #2 – WebEx
- City Council Presentation – City of Ashland

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Task 1 + 2 Schedule

SmithGroup will begin background work and coordinate the project survey upon approval of the proposed contract amendment. Whereas the surveying of existing surface features (ie, pavements, topography, landscape bed edges, etc) may not be possible until spring, information on underground utilities and utility structures may be collected over the winter as weather permits. Task 1 work will be contingent on the partial completion of the project survey and is expected to proceed as follows:

- week of 15 April: SmithGroup initiates project survey
- week of 22 April: Task 1 Kickoff Meeting
- 22 April – 24 May: Infrastructure analysis, Stuntz corridor options, schematic design of gateway and terminus, SD-level OPCC
- week of 27 May: Design Review Meeting #1
- 3 June – 28 June: Preliminary infrastructure design, draft DD-level OPCC (Stuntz corridor only)
- week of 1 July: Design Review Meeting #2
- 8 July – 9 August: Design development; OPCC; prepare Council Presentation
- 13 August: City Council Presentation
- 19 August – 13 September: Revisions as needed; finalize deliverables

III. Future Scope of Work:

SmithGroup's Task 3 – 5 Scope of Services will be finalized, and associated fees will be developed, based on Task 1 and 2 outcomes. Total design and engineering fees for this project, inclusive of those identified for Tasks 1 and 2, anticipated to be 9% to 12% of the total project cost. Additional required consulting services – ie, architectural design, electrical engineering, etc – will be identified in the refined Task 3 – 5 scope. Currently, the anticipated Future Scope of Work includes the following:

Task 3: Construction Documentation and Permitting

SmithGroup will develop Construction Documents and Specifications for the improvements identified in Task 1.

Based on the approved Design Development Documents and the construction budget developed in Task 1 and authorized by the Client, SmithGroup will prepare Construction Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

Assist the Client to determine the most suitable type of construction contract and appropriate methods of measurement and payment.

Assist the Client in the preparation of the necessary Bid Forms, Form of Agreement and General/Special Conditions of Contract.

Compile the Bid Forms, Form of Agreement, General Conditions, Special Conditions and Specifications into the Project Manual, which together with the Construction Drawings will be used for bidding and awarding a construction contract.

Prepare a final opinion of probable construction cost, advising the Client of any adjustments to previous estimates/budgets due to changes in project requirements or general market conditions.

Assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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Submit required Permit Applications and Environmental Review documents at such time as to align with anticipated construction.

Task 4: Bidding

Assist the City of Ashland in preparing and advertising the bid.

Issue bid documents to local plan reviewing rooms.

Distribute bid documents to bidders who have delivered the appropriate deposit or paid the appropriate fee.

Attend the Client's prebid conference to receive technical questions from the bidder's and respond as appropriate.

Issue addenda to the bid documents as necessary to clarify document intent.

Attend the Client's bid opening, review bid tabulation and supporting documents with the Client and offer recommendation of action.

If required, attend a briefing with the low bidder and the Client to clarify any uncertain issues.

Assist the Client in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

Task 5: Construction Administration (CA) Services

Consult with and advise the Client, and act as Client's representative as provided in the general conditions of the construction contract. All of Client's instructions to Contractor should be issued through SmithGroup, who should have authority to act on behalf of Client to the extent provided in the General Conditions of the Construction Contract except as otherwise provided in writing.

Review and approve shop drawings, samples and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

Issue necessary interpretations and clarifications of the Construction Contract Documents and prepare bulletins, work directive changes, and change orders as required.

Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor to the extent provided in the General Conditions of the Construction Contract.

Make visits to the site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, SmithGroup will endeavor to determine, in general, if such work is proceeding in accordance with the Construction Contract Documents.

The number and timing of site visits will be set after the project is further defined in Task 1. SmithGroup will prepare and distribute a site observation report for each site visit.

SMITHGROUP

Based on site observations, SmithGroup will disapprove of or reject Contractor's work while it is in progress if SmithGroup believes that such work will not produce a completed project that conforms generally to the contract documents, or that it will prejudice the integrity of the design concept of the project as reflected in the Construction Documents.

As the Client's representative, SmithGroup may require special inspection or testing of the work by the Clients' testing agency, and will receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. A copy of the testing agency reports will be distributed to the Client, SmithGroup, and the Contractor.

Act as initial interpreter of the requirements of the contract documents, judge of the acceptability of the work, and render an opinion on all claims of Client and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Based on on-site observations and review of applications for payment, with the accompanying data and schedules, SmithGroup will determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor. Recommendation of payment will constitute a representation to the Client, that the work has progressed to the point indicated, and that the quality of such work is generally in accordance with the contract documents. By recommending any payment, SmithGroup does not represent that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the Contractor's work.

Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Contractor in accordance with the Construction Contract Documents. Such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Construction Contract Documents.

SmithGroup will conduct an inspection to determine if the work is substantially complete and prepare a punch list of uncompleted or unacceptable work items. Upon notice that all punch list items are complete, a final inspection will be held to determine if the completed work is acceptable. SmithGroup will recommend, in writing, final payment to Contractor and/or give written notice to the Client and the Contractor that the work is acceptable.

All other provisions of our Agreement remain unchanged.

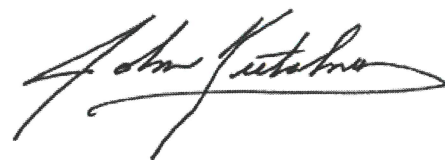

Client (Signature) *Mayo!*

Debra S. Lewis
(Printed name and title)

4/17/19
Date

Denise Cliphant *4-15-19*
Clerk Date

Barbara Cerny *4/15/19*
Treasurer Date



SmithGroup (Signature)

John Kretschman
PE
Principal, Director of Operations

(Printed name and title)

4/8/2019

Date

Rev. 08.01.18

 *4-16-19*
City Attorney Date
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SMITHGROUP

AMENDMENT TO OWNER CONTRACT

SG Project Title: Ashland Oredock Design Services (Stuntz Avenue DD)
SG Project Location: Ashland, WI
SG Project Number: 11492.000

Amendment No.: 3

Client City of Ashland

By signing below, the parties agree that SmithGroup will provide the below Scope of Services in conjunction with our Agreement dated August 21, 2017 (Amendment No. 2), and to expend up to an additional \$55,970 bringing the total amount authorized, as of this date, to \$116,010. The City of Ashland shall compensate SmithGroup for the scope of services outlined above a fee equal to the average hourly rate (Please See Attachment 'A') of our project staff actively engaged in the program for all personnel hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits, plus reimbursable cash charges.

Additional Services

A. Traffic Studies

Engage the services of Ayres Associates, Inc. to perform traffic studies associated with location and design of Stuntz Avenue. Services include:

Task 1 - Information Gathering and Traffic Analysis: Perform information gathering and a field review, provide cursory opinions of concepts, participate in conference calls and attend meetings with the Client and/or others in order to refine and develop design options related to roadways and traffic controls. This work will focus on the proposed north approach for the intersection of Stuntz Drive/8th Avenue and Lake Shore Drive (USH 2).

Task 2 – Technical Memorandum: Develop a brief technical memorandum that describes the existing conditions and identifies roadway and traffic control related design issues regarding a proposed north approach to the intersection of Stuntz Drive/8th Avenue and Lake Shore Drive (USH 2). The memorandum will identify potential alternatives to address these issues. A draft memorandum will be submitted to the Client for review and comment. Revise the memorandum accordingly and prepare a final copy for submittal to the Client.

Task 3 – Design Support: Provide technical support regarding roadway, intersection and traffic control design issues on the alternatives for the proposed north approach for the intersection of Stuntz Drive/8th Avenue and Lake Shore Drive (USH 2).

The additional fee for these services, including labor and expenses, is \$11,000.

B. NEPA Document

Prepare and compile information to support the Environmental Assessment and Finding of No Significant Impact by the U.S. Army Corps of Engineers. The document will describe the purpose and need for the proposed project, the existing environment, analysis of the anticipated beneficial or adverse environmental effects resulting from the proposed action and potential mitigation measures to address identified effects.

SMITHGROUP

This document will also provide others the opportunity to provide input and comment on the proposed action, alternatives and environmental impacts. Provide draft and final copies electronically to the Client. Assist the Client in addressing questions by the U.S. Army Corps of Engineers.

The additional fee for these services, including labor and expenses, is \$11,000.

C. Expanded Project Scope

Fees included in Amendment No. 2 were based on an assumed construction budget of \$1,333,333.33. Following schematic design, updates to the Opinion of Probable Cost, and discussions with the Client, the construction budget was amended to \$2,000,000 by the Client. The parties agree that compensation for services described in Amendment No. 2 shall be increased by \$24,770 for additional efforts associated with the expanded program.

D. Geometric Modifications

The Amendment No. 2 Scope of Services assumed the new Stuntz Avenue centerline would align with the existing Stuntz Avenue centerline. During the initial field inspection, it became apparent that the assumed alignment may not be desirable due to sight distance limitations at the USH 2 intersection. Additional services associated with this modification included:

1. Initial identification of alternative intersection locations and review of sight distance requirements.
2. Procurement of, coordination, and consultation with the geometrics subconsultant (subconsultant costs are included in Task A) to evaluate sight distance and geometric alternatives.
3. Review of subconsultant reports and recommendations.
4. Coordination of and participation in meetings with the Wisconsin Department of Transportation.

The additional fee for these services, including labor and expenses, is \$3,200.

E. Gateway Plaza Concept Design Alternatives

SmithGroup understands that the Client's Planning Department wishes to assess the impact that the gateway park may have on future Client efforts to market adjacent lots from a development perspective. The Client has requested SmithGroup to assess the impact of the current park layout's footprint on adjacent lots. The Client will use information provided by SmithGroup to facilitate discussion among Client staff and stakeholders to select a preferred location of the future Ore Dock park for use in the design of the park and associated access road.

SmithGroup will complete the following:

1. Prepare sketches depicting up to two alternatives involving replacement of the "turnaround" area with a combination drop-off zone and possible head-in parking off Water Street.
2. Vet each concept from the standpoint of vehicular maneuvering, parking impacts, general grading (i.e., would walls be needed? Utility drainage to the lift station, etc.).
3. Conduct one additional Webex meeting to review the alternatives with the Client.
4. Review the Opinion of Probable Cost to determine relative impacts (i.e., how might the revised concept impact the current budget)?
5. Identify probable impacts on "buildability" of adjacent east and west lots.

SmithGroup will prepare and provide the Client with a power point presentation identifying each alternative and describing probable impacts on the project site and adjacent parcels.

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The additional fee for these services, including labor and expenses, is \$6,000.

All other provisions of our Agreement remain unchanged.

Client (*Signature*)

SmithGroup (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

SUBJECT: Approve to Accept a Grant from State of Wisconsin Department of Administration, Wisconsin Coastal Management to be Used for Ashland Ore Dock Phase 1: Diamond Access (*Parks and Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Finance

EXHIBITS:

1. Correspondence from State of Wisconsin Department of Administration, January 23, 2020
2. Grant Agreement from Wisconsin Coastal Management Program

EXPENDITURES REQUIRED: \$240,000

AMOUNT BUDGETED: \$150,000 Wisconsin Coastal Management Grant
\$ 90,000 Ashland Oredock Charitable Trust (see Agenda item 7.E)
\$ 240,000 Total

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The item complies with the Ashland Oredock Concept Plan, City of Ashland CORP, City of Ashland Waterfront Redevelopment Plan and Authentic Ashland 2035

SUMMARY STATEMENT:

In 2018, the City of Ashland applied for a Wisconsin Coastal Management Grant for the Ashland Ore Dock Redevelopment Phase 1, Part 2 : Diamond Access Project. Funding for this grant comes from the Federal Government and was recently appropriated to Wisconsin Coastal Management for this project. The City was

notified of its approval last spring and given the "big" check by Secretary Brennan in July, 2019.

This grant will be matched by Ore Dock Trust funds and will be used for the elevated walkway to the end of the Ore Dock. Construction is estimated to start this summer, with bids going out this spring.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Dawn Vick, Division Administrator

January 23, 2020

SARA HUDSON
DIRECTOR
CITY OF ASHLAND
PARKS AND RECREATION DEPT
400 4TH AVE W
ASHLAND, WI 54806-

MS HUDSON:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD199124-020.35

Congratulations! Your request for funds has been approved. Enclosed is one copy of the proposed grant agreement between City of Ashland and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, C and F of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt to:

Grants Specialist
Division of Intergovernmental Relations
Department of Administration
101 East Wilson Street, 9th Floor, PO Box 8944
Madison, WI 53708-8944

You will receive one signed copy of the agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

Mike Friis, Program and Policy Analyst
Wisconsin Coastal Management Program

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF ASHLAND**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF ASHLAND** ("Grantee") with a DUNS Number of 071499719, for the Performance Period of the date this agreement is signed by the State through **June 30, 2020**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)** and the Grantee agrees to provide Error! Number Cannot Be Represented In Specified Format. Dollars **(\$1,450,000.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF ASHLAND

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY: _____
Debra Lewis

BY: _____
Dawn Vick

TITLE: Mayor

TITLE: Administrator

DATE: _____

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Mike Friis**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **SARA HUDSON**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2019** through **June 30, 2020** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA19NOS4190087**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **10%** of the total cost or not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)**. The Grantee shall provide **90%** of the total cost, or Error! Number Cannot Be Represented In Specified Format. Dollars (**\$1,450,000.00**). See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30.** The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend

every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A

Grant Agreement # AD199124 – 020.35

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): Ashland Oredock Redevelopment Phase 1: Diamond Access	
3. Organization applying: City of Ashland	5. Organization DUNS Number: 071499719
4. Contact Person and Address: Sara Hudson, Director City of Ashland Parks and Recreation 400 4 th Ave W Ashland WI 54806 Phone: 7156827059 Email: shudson@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located:
	8. Congressional District #: 7
	9. State Senate District #: 25
	10. State Assembly District #: 74
11. Total Project Cost: \$ 1,600,000.00	
12. WCMP Share: \$ 150,000	14. WCMP Percent: 10%
13. Applicant Share: \$ 1,450,000	15. Applicant Percent: 90%
16. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes: The City of Ashland is requesting assistance for the redevelopment of the Ashland Oredock. The Ashland Oredock Redevelopment Project will help advance implementation of the community's vision of turning the Historical Soo Line Ore Dock and adjacent postindustrial land on Lake Superior's shoreline into a multi-functional, simple and yet authentic destination amenity that all community members and visitors can access, experience, and use to recreate and learn. The community's recently completed transformative vision for the Oredock is included in the attached Concept Design Report (Attachment 1). Additionally, and with the assistance of prior WCMP assistance, construction plans have been developed and initial improvements at the 1916/1923 ore dock transition are being built. The proposed WCMP project builds on previous investments and success. This project is for Diamond Access which includes construction of an ADA elevated walkway on the 1923 section of the Oredock that is designed to enhance recreation, use, safety and enjoyment of the dock. Work will be completed with support from local donations and other grant sources. (see Attachment 2 for project area and graphic renders of the project area) Project Outcomes: - Contractor bidding and award of construction contract - Construction of an ADA walkway along the entire length of the 1923 section of the Oredock providing full access to the entire ore dock - Continued momentum to help fundraising efforts and to act as a catalyst to sustain project momentum	

Attachment A

Grant Agreement # AD199124 – 020.35

1. Problem: Concisely state the problem or issue that this proposal addresses. Include important background information.

Ashland, historically known as *the Garland City of the Inland Seas* and now known as *the Historic Mural Capital of Wisconsin*, grew from a small nineteenth century settlement to an industrial center with a shoreline bustling with sawmills, cargo terminals, and five ore docks for conversion of the area's rich natural resources to useful products necessary for an expanding nation. While the region's natural resources continue to be a main economic driver of the community, the focus of Ashland's waterfront has shifted from industrial endeavors to one of providing recreational and social enjoyment that enhances the quality of life for residents and attracts visitors from throughout the Great Lakes region and beyond. With assistance from the Wisconsin Coastal Management Program (WCMP) and other partners, Ashland has been successful in redeveloping portions of its historically industrial waterfront to one that does and will provide 21st century opportunities.

The City of Ashland is seeking funding for the Ashland Oredock Redevelopment Project. This project will implement the community's vision of turning the historic dock and adjacent postindustrial land on Lake Superior's shoreline into a multi-functional, simple and yet authentic destination amenity that all community members and visitors can access, experience, and use to recreate and learn.

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

At one time, the City had a total of five ore docks all around quarter mile long, sticking out into Lake Superior. The Soo Line Ore Dock was unique because of its construction: it was made of concrete and steel. The original structure, built in 1916, was 900 ft. long and 60 ft. wide and 80 ft. high. Then in 1923, a 900 ft. addition was constructed, making the structure a total of 1800 ft. long. The longest ore dock lining the shores of Ashland. Over 10,000 virgin timber pilings were used to create the base and support the largest concrete structure, of its time, with four lanes of rails on its top. Each side was lined with 150 ore shoots, or giant funnels, where rail cars would dump their iron ore into the waiting ore ships below.

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

In 1962, the last load of iron ore via boat left the Soo Line Ore Dock and Ashland. It was the end of an era. The structure stood vacant until the concrete, cathedral like, superstructure was torn down in 2012 -leaving the 1800' base sticking out in Lake Superior. The City obtained ownership and opened up the base for public use in 2014, becoming the City's newest waterfront jewel and a one of a kind park on Lake Superior.

In 2014, the Ashland Ore Dock Charitable Trust was created to manage the funds gifted from the former owner, Canadian National Railroad, solely for the purpose of maintenance, repair, operation, improvement, development, utilization and general welfare of the former Soo Line Ore Dock. Funds from Trust have been invested to help craft the redevelopment vision and implement a series of projects that have stabilized an increased access and use of the dock.

Generations of Ashlanders have ties to the dock – relatives worked on them, people fished in the diamonds, teenagers jumped off the end into the frigid waters of the lake. Ashland is the Oredockers. It is part of the City's history – a piece of infrastructure that represents the heritage of a community that should be experienced and told to others. The initial phase of development is currently being built with funding assistance from the Wisconsin Coastal Management Program, the Otto Bremmer Foundation, and Wisconsin Department of Natural Resources Stewardship program. Upon completion of this initial phase, six of the historic light towers will be reinstalled on the dock along with a historic ore chute that will become a donor recognition plaque. The initial phase will also build improvements near the 1916/1923 transition that create a seating platform and the gateway portion of the boardwalk overlooking the iconic diamonds.

2. Project Description:

- Describe the project for which funding is requested. Do NOT include information about tasks which are not part of the funding request.
- Describe how this project is part of an integrated effort or approach.

a. Describe the project for which funding is requested

This application is to continue building one of the of many phases for the Ashland Ore dock Redevelopment Project, Phase 1: Diamond Access. This phase will create public access to the entire length of the oredock and builds on the gateway project currently being constructed. Access to the diamonds and the end of the Ore Dock will be accomplished by the construction of a boardwalk that tops the existing concrete structure, and zig zags from side to side as one travels on the oredock away from shore. The boardwalk will be built with "bumpers" and code-required railings/guardrails ensure safety, and provide fishing access to the diamonds in the center of the dock and along its edges. This boardwalk will extend the entire 900' of the 1923 oredock section and will be universally access supporting use by all ages and ability levels.

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Upon completion of this development project, the public will be provided with access to a dock that extends 1800' out into Lake Superior and gives additional access to approximately 52,000 linear feet (9.85 miles) of Lake Superior shoreline – an amenity and resource that is nearly a one of a kind opportunity. This project is being designed to meet the needs of the residents of Ashland, surrounding communities and visitors, by providing access for all incomes and ability levels to Lake Superior.

b. Describe how this project is part of an integrated effort or approach

The project activities will advance redevelopment of the Ashland Ore dock based on the Ashland Ore Dock Concept Design Report and Action Plan by SmithGroupJJR and Westbrook Associated Engineers. This external document was created with help from City Staff and extensive community involvement. It puts the vision about what they wished to see on "their" ore dock into pictures. Funding from WCMP will assist with taking the key next steps that will advance from a report and action plan into reality while also building on the success of the improvements currently being constructed.

In collaboration with the City's partners (including the Wisconsin Coastal Management Program) and across the broader waterfront, Ashland has successfully transitioned its industrial waterfront to one that will provide 21st century opportunities. The Oredock project is an extension of the ongoing, decades long implementation of a succession of waterfront and comprehensive plans that have improved public access to the City's waterfront through the establishment of the Ashland Rail Trail System, the construction of a municipal marina and lakeshore campground at Kreher Park, the acquisition of public waterfront access through a former abandoned paper mill property, improvement of dockage for the USGS Kiyi Research Vessel, a development plan for the Clarkson Dock for recreational use, the establishment of additional links between the waterfront and the City's neighborhoods including the award winning H. Pearson Plaza and Ed Griffiths Pedestrian Underpass, and construction of a new ADA compliant pier at Bayview Park. The quality of life improvements that have occurred in Ashland are the fruits of a community determined to transform itself through the step by step implementation of thoughtful laid out plans and the assistance of programs like WCMP that are critical to helping advance these initiatives.

This project continues the community's goal of pursuing increased public access to Lake Superior, as noted in Ashland's Comprehensive Outdoor Recreation Plan, by creating a new access point (for all) to increase awareness of the City's presence on Wisconsin's Lake Superior Water Trail. This project along with the Bayview Pier Project, the Maslowski Beach Redesign and Green Infrastructure Project, Shoreline Stabilization, and the cleanup of the NSP/Ashland Superfund Site by Xcel Energy (expected to be completed by 2019) will continue to create access for all people to the City's postindustrial waterfront and Lake Superior. The matching grant funds would further catalyze and expedite the transformation.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy (www.glrc.us/).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected • Endangered species protected • Type of habitat or ecosystem protected or restored
Nonpoint Source Pollution Control	• Reduction in pounds of Phosphorus delivery • Reduction in tons of soil erosion/sedimentation
Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Population affected by the plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Population affected • Acres Acquired

a. Describe the extent to which the problem, need or priority will be addressed by the project.

Since 1965, when the last ore freighter was filled with iron ore and pulled away from the Ashland Ore Dock, the local community has been waiting for a project that would provide safe access to the full ore dock. This project has the potential to revitalize Ashland's waterfront thru

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new partnerships that support community recreation, economic development and Lake Superior ecology. This proposal will meet the need for the next steps in the Ashland Ore Dock Redevelopment project and help continue the momentum that will act as a catalyst for future investment, donations and implementation efforts. The project has a vision and an action plan. Funding assistance will help our community continue its implementation. And, it needs to show something built – a tangible representation of the City, State and region's commitment to transforming this abandoned facility into a regional resource.

The Ashland Oredock Redevelopment Project Phase 1, has been broken into various parts. The first part was funded by Wisconsin Coastal Management to create final design and engineering documents. The second part has been to construct an overlook at the transition point of the 1916 and 1923 sections of the dock for people to view the diamonds. This part of the project is now under construction and is expected to be complete by May 31, 2019. The third part, for which this grant is written, is to construct an ADA walkway from the overlook, zig zapping from one side to another, over the diamonds to the end. Giving people access to fishing in the diamond and experience what it is like to be 1800' out onto Lake Superior.

b. Describe how this project addresses a high priority need as identified in local, state, or national plans

International:

- Under the Great Lakes Water Quality Agreement (GLWQA), the governments of Canada and the United States have committed to restore and maintain the physical, biological and chemical integrity of the waters of the Great Lakes. From this the **2015-2019 Lake Superior Lakewide Action and Management Plan (LAMP)** was created, section 8.0 talks about the importance of future scientific investigations. The Ashland Ore dock Redevelopment includes the creation of a collaborative research center for such purposes of studying Lake Superior. It also identifies opportunities to partner with local schools and institutions to promote volunteer efforts for enhancement such as the floating wetland and other improvements.

Multi-State:

- A major priority of the Council of Great Lakes Governors is to "adopt sustainable use practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes."
- The Council of Great Lakes Governors has established nine priorities to guide the restoration and protection of the Great Lakes, one priority is "use [best] practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes". This project, creating access for fishing, viewing and swimming on Lake Superior would increase the recreational value for all users.
- American with Disabilities Act states that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." This project will ultimately create a fully ADA accessible network that will connect from upland areas out to the tip of the ore dock.

State of Wisconsin:

- The Wisconsin Statewide Comprehensive Outdoor Recreation Plan (2011-2016) notes a goal as to "Continue to Provide and Enhance Public Access to Wisconsin Recreational Lands and Waters".

Regional:

- A goal appearing in the "Comprehensive Economic Development Strategy" of Northwest Wisconsin Regional Planning Commission is to "protect, conserve, and encourage the efficient management of the region's forest, water, land, and other natural resources".

County:

- The proposed project would be consistent with Ashland County's Land and Water Resource Management Plan (2011) by "protect[ing] and improve[ing] aquatic and terrestrial wildlife habitat in Ashland County" and by "providing information and education concerning natural resource conservation to . . . local governments . . . and the general public through cooperation and coordination with other resource management entities".

Local:

- **Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035** states under *Ashland Priorities : Protect and Connect the Lake* "For the lake to shape Ashland in the 21st Century, it must be treated in ways that stimulate demand for the city's downtown and neighborhoods. This means that high-quality connections and access to the lake are profoundly important...examples of [a] project that would enhance the lakeshore and its connections to the city [are the completion of] the ore dock and park project"
- **Ashland Ore Dock Concept Design Report (2016)** establishes a vision for redevelopment of the dock. The proposed project is a continuation of this effort and will result in the first phase of implementation.
- The logo for the City of Ashland and the Ashland Chamber of Commerce is "Find Yourself Next to the Water"

c. Describe the extent to which the project permanently addresses the problem or need

This strategic step would accomplish the first step in a multiple phase process leading to the Redevelopment of the Ashland Ore Dock into a multi-functional recreational public space able to be accessed by all. This space will have the potential to be catalyst for economic development

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in the community by becoming a tourist destination that informs users of Ashland's industrial past, yet has a 21st century appeal and amenities for community gatherings, classes, events and a place to just be. The condition of the existing ore dock was reviewed extensively as part of the planning process and the structure is considered to be stable. While visual signs of deterioration exist, structural analysis indicates the dock will continue to exist for decades and perhaps another century. Planned improvements are designed with consideration of anticipated water level fluctuations and storm events.

d. Describe the extent to which the project leverages other technical or financial resources

In 2014, the Ashland Ore dock Charitable Trust was created to manage the funds gifted from the former owner, Canadian National Railroad, solely for the purpose of maintenance, repair, operation, improvement, development, utilization and general welfare of the former Soo Line Ore dock. The project will leverage these existing Trust Fund dollars, as well as previous investments made by the State to assess the structural stability of the dock, the railroad investments multi-million dollar investment to remove the deteriorating superstructure, City investments to retain filled material within the 1916 section and investments of time and money to create the vision for future ore dock improvement. In addition to these prior investments, this project will leverage new financial resources that include:

- a) DNR Stewardship: Land and Water Conservation Grant for \$320,000 (Awarded May 2018)
- b) Otto Bremer Foundation Grant \$150,000 (Awarded May 2018)
- c) Private donations of ore dock artifacts including the ore chute and light towers that have been installed as part of the 1916 gateway and Ashland Overlook Project
- d) Upcoming investments by the City in updating a waterfront master plan
- e) The potential investment in a collaborative research facility.

e. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

For this "Public Access & Historic Preservation" project the public will be provided with access to a dock that extends 1800' out into Lake Superior and gives additional access to approximately 52,000 linear feet (9.85 miles) of Lake Superior shoreline. This project is being designed to meet the needs of the residents of Ashland, surrounding communities and visitors, providing access for all to Lake Superior. Heavy public use of the completed facility is expected based on current usage of the existing pier, Waterfront Trail, Pedestrian Underpass and 5th Street Corridor trail.

4. Methodology and Timetable

- a. Provide a list and description of grant-funded project tasks, including a timeline and major milestones. Your timeline may begin **July 1**.
- b. Provide a list of work products or deliverables – "measurable results" from Section 3e should be incorporated into this list.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Provide a list and description of grant-funded project tasks, including a timeline and major milestones.

- **DIAMOND ACCESS COMPETITIVE BIDDING**

- 1) Solicit Bids from Qualified Contractors for the Diamond Access – Spring/Summer 2019
 - Outcome #1: The City will bid the project and review bids from qualified contractors to construct the improvements
- 2) Retain a contractor to build the walkway, bridges, and end feature – Summer 2019
 - 1) Outcome #2: Retention of a reputable and qualified contractor

Completion of the Diamond Access is critical to illustrating progress to funders and especially community members. It will serve as a catalyst for attracting additional public and private funds and build momentum for implementation of future transformative phases.

b. Provide a list of work products or deliverables – "measurable results" from Section 3e should be incorporated into this list.

- 1) Diamond Access
 - Updated Engineer's Estimate – Diamond Access
 - Contractor Bids & Award Documents – Diamond Access
 - 900 ft Elevated Boardwalk (including guardrails and edge protection)

a. Describe how the project will encourage public participation and how the final product will be distributed

One of the above-noted deliverables encourages continued public participation in the next steps of the Ashland Ore Dock Redevelopment. The City will have public meetings to encourage stakeholder and citizen participation in the redevelopment process as well as keep the community informed about the project. Promotion of these meetings and the planning process will be put in Ashland Parks and Recreation Summer Brochure, City of Ashland's Webpage, Ashland Parks and Recreation Webpage, Facebook, in the Daily Press. The City will also work with our partners to promote these public input sessions and the planning process. Completion of this project will implement the goals and objectives contained within *Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035*, the *2002 Waterfront Development Plan* and the *Ashland Parks and Recreation 2013-2018 Comprehensive Outdoor Recreation Plan*. Completion of the

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Diamond Access will further enhance and facilitate public access and use of the dock and the overall waterfront, which is the most significant end result of the project.

b. For Public Access projects, please describe how the project incorporates planning for changing lake levels

Careful consideration has been given to the potential impacts of changing lake levels. The final construction plans and engineering documents take into account the changing the lake levels and climate adaptation, as the summer of 2011 showed that Chequamegon Bay can change as much as 6 feet. Consideration for extreme ice loading and wave overtopping have also been used to inform design loads and fastening systems for the various railings and guardrails.

5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match. Projects with a total budget larger than \$60,000 require a 60% match. Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications. The budget must show proposed *total* costs in each of the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits			
Equipment			
Travel			
Supplies			
Contractual		\$ 50,000	\$50,000
Construction	\$150,000	\$1,400,000	\$1,550,000
Other			
Indirect Charges			
Totals	\$150,000	\$1,450,000	\$1,600,000

- b. Contractual costs must be itemized using the same budget lines above (if known). Applicant may also provide further budget details using additional categories/sub-categories in the second table or in another format, if necessary.

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

6. Budget Description

- Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.
- Describe how the grants will be leveraged with funding in addition to the grant and match amounts, including the amount. Describe efforts to find additional leveraged funds.
- Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

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a. Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.

In 2014, the Ashland Ore dock Charitable Trust was created to manage the funds gifted from the former owner, Canadian National Railroad, solely for the purpose of maintenance, repair, operation, improvement, development, utilization and general welfare of the former Soo Line Ore dock. Private individuals have organized an annual fundraising event called Rock the Dock to help fund ore dock improvement. A portion of the funds raised by this group have been and will continue to be contributed toward this project. A local company designed, manufactured and is donating a celebratory centennial ore dock sign that has been installed as part of the initial redevelopment. The City has received commitments for the preceding nonfederal matching funds. Additional state grant sources will continue to be sought to help defray the local cost of the initial construction project, but have not yet been committed.

b. Describe how the grants will be leveraged with funding in addition to the grant and match amounts, including the amount.

City Staff will work diligently to find other funds so that Trust funds can best be leveraged to complete this project. Staff is working on a capital campaign to raise funds from local business, people of influence, philanthropic organizations, stakeholders and community groups to assist in raising money to leverage for this project. The Ore Dock Trust has approximately \$2M available to spend toward capital improvements to the dock. The overall construction budget for full ore dock redevelopment is approximately \$8 - \$10M, well short of the currently available funds. Having plans that are ready to implement have supported donations of the historic light towers and ore chutes which are being installed as part of the current phase of construction and future phases as well.

c. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

City Staff have spoken with the Wisconsin DNR, Community Development Block Grant (CDBG), and Wisconsin Economic Development Corporation (WEDC) about funding opportunities that exist within each of the entities for this project. City Staff will continue to work diligently to find other funds to assist in the completion of this access project such as foundations (Otto Bremer Foundation), private donors and other federal and state grants to make the project a success. The City feels that WCMP support is imperative to helping advance this project. The Ore Dock Trust and Rock the Dock have both expressed the importance of partnerships to continue investing time and energy to fundraise and advance improvements.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies
- b. Develop exceptional marketing, outreach or education strategies
- c. Encourage coast-wide projects or solutions
- d. Engage underrepresented communities

a. Build partnership alliances with other organizations or agencies

The City of Ashland will be the lead agency in this project. The project will be completed through existing and enhanced alliances with Northland College, the Apostle Island National Lakeshore, US Geological Survey, US Fish and Wildlife, Ashland Historical Society, Chequamegon Bay Area Partnership and the Lake Superior National Marine Sanctuary Initiative, Ashland Chamber of Commerce and other local business for research, information, educational kiosk designs, funding assistance, and letters of support to complete the overall project.

b. Develop exceptional marketing, outreach or education strategies

Upon completion of this phase of the project, the City will host a public meeting and recognition event to honor the organizations and individuals that made this phase happen.

The completion of the overall project will further enhance public enjoyment of the City's waterfront which is the most significant end result of the project.

c. Encourage coast-wide projects or solutions

The proposed project will be a visible demonstration to other coastal communities on the redevelopment or uses of postindustrial space for outdoor recreational facilities.

Additionally, the City of Ashland and our partners are very committed to a longstanding effort to provide coastal access for the public throughout the community. Of real significance, this project will greatly enhance a destination adjacent the ARTS and create a new access point along Wisconsin's Lake Superior Water Trail. Visitors and residents will be provided with living history kiosks with signage that will acknowledge the Wisconsin Coastal Management Program for its assistance and contribution to the overall redevelopment of the City's waterfront.

d. Engage underrepresented communities

Northland College is the home of not only the Mary Griggs Burke Center for Fresh Water Innovation but it is also home to the Center for Rural Communities (CRC). The CRC provides research and consultation services to support strategic, data-driven community programming and development for rural communities and organization in the north woods region. Under the ownership lease, signed by both the Army Corp of Engineers and the City of Ashland, the dock must be a safe public place and open to all. The City will work with the CRC to ensure that

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the unserved population's voices are heard and all have access to the project.

ATTACHMENT B

**ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM**

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA19NOS4190087.

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ATTACHMENT C

**SPECIAL TERMS AND CONDITIONS FOR PUBLIC ACCESS, CONSTRUCTION, AND
HABITAT RESTORATION PROJECTS**

ARTICLE (A). Signs at Construction Project Site.

The Grantee shall erect at the site of the project and maintain during construction, a sign satisfactory to the Wisconsin Coastal Management Program (WCMP), identifying the project and indicating the fact that NOAA and WCMP are participating in the development of the project.

ARTICLE (B). Permanent Plaque at Project Site.

The Grantee shall install a permanent plaque at the project site, approved by the Wisconsin Coastal Management Program, acknowledging financial assistance for the project was provided by the National Oceanic and Atmospheric Administration (NOAA) through the Wisconsin Coastal Management Program.

ARTICLE (C). Statutory Requirements for Construction Contracts.

The Grantee shall comply with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.
4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.
6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
7. For construction grants for more than \$10,000, the Grantee must keep the following information in their files for the Department's review.
 - a. Name, address and telephone number of Grantee;
 - b. Grantee's employer identification number;

- c. Dollar value of grant;
- d. Starting and completion dates of Grant Agreement;
- e. Grantee number; and
- f. Geographical area of performance.

8. Additionally, for each grant awarded, the Grantee shall keep the following information in their files for the Department's review.

- a. Tabulation of bid(s), the alternates, where applicable, to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing Architect/Engineer's estimate. The tabulation must be accompanied by a certification of the Architect/Engineer as to the correctness and completeness of the tabulation. The certificate must be accompanied by a statement from the Architect/Engineer recommending award to the low bidder. If the award is recommended to other than the low bidder, the reasons must be fully stated, and accompanied by certification by the Grantee that such action is legal under local and State procurement law.
- b. A copy of the complete bid form of the successful bidder.
- c. A statement signed by the Authorized Representative of the Grantee that:
 - 1) All bids were received sealed and were opened in his/her presence;
 - 2) The Grantee has sufficient funds in addition to the funds provided by the Department to complete the project, including interim financing; and
 - 3) The Grantee has obtained, all land, rights-of-way, permits, franchises and all Federal, State and local coordination and approvals necessary for completion of the project, and in all other respects has complied with pertinent Federal, State and local laws.
 - 4) The Grantee shall assure that prevailing wages of the area are applied to all construction activities as are required by Federal or State regulations. The minimum wage rate for this project shall be not less than the prevailing wage rates established by the U.S. Department of Labor (Davis Bacon and related acts as amended) or not less than the prevailing minimum rates on file as set by the Wisconsin Department of Workforce Development. The higher of the two wage rates shall be used.

9. For construction or facility improvement grants or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the Grantee or subcontractor provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements are listed in Section 36(h) (1-3) of 15CFR24.

10. The Grantee shall carry insurance, and require each subcontractor to carry insurance of such types and in such amounts as normally required by the State.

11. The Grantee may make subawards that have been identified in the approved program activities. However, if they have not been so specified, the Grantee shall advise the Department of the proposed subawardee and the amount allocated prior to the making of such subawards. The Department reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this agreement.

12. Certification of nonsegregated facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction grant or subcontract exceeding \$10,000, the Grantee shall require each bidder to submit the following certification: by submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror,

applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Grant Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rests rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or any in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identifiable certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a grant or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted whether for each Grantee or subcontractor or for all contracts during a period (i.e., quarterly, semi-annually or annually).

Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.

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ATTACHMENT F

**SCIENTIFIC INTEGRITY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT PROGRAM GRANTS**

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.
2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.
5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:
 - a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.

SUBJECT: Approve an Ordinance to Amend Chapter 463 (1819) Policies and Procedures for Parks, Facilities and Recreation Areas, Ashland City Ordinances (*Parks and Recreation*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee on 2/19/2020

EXHIBITS:

1. Proposed Ordinance
2. Chapter 463 - Redlined to show changes
3. Kreher RV Park 2016 site map

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item complies with the City of Ashland CORP.

SUMMARY STATEMENT:

Ashland Parks and Recreation Staff is seeking City Council approval to make five lakefront RV campsites in Kreher Park ineligible to be reserved for month-long camping. These sites are: 15, 18, 19, 20 and 23. Additionally these sites can only be occupied by the same camper/RV for up to 14 days.

Staff and camp hosts have heard complaints from campers that they did not have access to these sites in 2019 as all lakefront sites were reserved for month long campers.

Keeping these sites to a first come, first serve basis will hopefully allow more campers to access the waterfront sites.

The January PRC meeting was postponed. On February 19, 2020 the Parks and Recreation Committee will review these amendments. If the PRC does not approve the amendments, they will not take effect. The Parks

and Recreation Director does not see this as a contentious item as it does not hurt the revenue of campground.

ORDINANCE TO AMEND CHAPTER 463 (1819) POLICIES AND PROCEDURES FOR PARKS, FACILITIES, AND RECREATION AREAS, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of February 11, 2020 for the purpose of amending Sections 463.04(d), Kreher Park, Beach, Boat Launch, and RV Campground; 463.16(g)(1), Length of Stay; 463.16(g)(2), Length of Stay; and 463.17(a) Applicability, Policies and Procedures for Parks, Facilities, and Recreation Areas, Ashland City Ordinances.

SECTION I:

Section 463.04(d) Park Descriptions shall be amended to read as follows:

(d) Kreher Park, Beach, Boat Launch, and RV Campground. Kreher Park, Kreher Park Beach, and RV Campground consists of the public owned land west from the Willis Avenue to Ellis Avenue and North of the Railroad right-of-way between the two avenues. This park contains a pavilion, restroom facilities, RV Campground, a fee boat launch and Marina boat storage.

1. Parcel No. 201-00997-0000;
2. Parcel No. 201-01002-0000; and
3. Undeveloped street rights-of-way.

SECTION II

Section 463.16(g)(1) RC and Tent Camping shall be amended to read as follows:

(g) Length of Stay.

(1) Kreher RV Park – no one may occupy the following lakefront RV campsites: 15, 18, 19, 20 and 23, continuously for more than 14 days. Sites 15, 18, 19, 20 and 23 are not able to be reserved and are only available on a first come first serve basis unless approved by special circumstance by Parks and Recreation Director: i.e. host site, medical reasons, etc.

SECTION III

Section 463.16(g)(2) shall be amended to read as follows:

(2) Prentice Park - No one may occupy a tent campsite continuously for more than 14 days. RV sites with a recreational vehicle (RV) are available for month long rentals.

SECTION IV

Section 463.17(a) Use of the Soo Line Ore Dock shall be amended to read as follows:

(a) Applicability. This section applies to the structure known as the Soo Line Ore Dock, AKA Ashland Ore Dock, more specifically described as the structure that extends into Lake Superior from the shore

between Stuntz Avenue and Seventh Avenue East, or between Blocks 17 and 18, Ellis Division, City of Ashland, Ashland County, Wisconsin.

SECTION V

This ordinance shall take effect upon passage and publication.

PASSED: February 11, 2020
PUBLISHED: February 22, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 463. POLICIES AND PROCEDURES FOR PARKS, FACILITIES, AND RECREATION AREAS.

463.01. Purpose. It is the purpose of this chapter to encourage and enhance the public's recreational experience and use of City owned public parks, trails, plazas, facilities, recreation and conservation areas within the corporate limits of the City of Ashland; while at the same time establishing reasonable restrictions and limitations intended to preserve and protect these lands and the people using them to allow the public to have a pleasurable recreational experience on these shared multi-purpose lands.

463.02. Scope. Except when the context provides otherwise, the provisions of this chapter shall apply in all lands, structures, and property owned, leased, or administered by the City of Ashland including developed and undeveloped parks, lands, trail corridors, plazas, facilities, and recreation and conservation areas within the present and future corporate limits of the City of Ashland.

463.03. Definitions. The following definitions shall be applicable to the provisions of this chapter:

(a) Campground shall mean any portion of municipal lands designated for supplying non-permanent overnight accommodations for camping units.

(b) Camp Site shall mean a defined area within a campground designated for the placement of a single camping unit or multiple camping units. A camp site may also be referred to as a Group Camp Site.

(c) Camping Unit shall mean any portable device (tent, trailer, motor home, 5th wheel, tent trailer (pop-up), van, bus, etc.) designed to be used as a temporary dwelling.

(d) Conservation Lands are those lands intended to exist primarily in a natural state. Conservation lands are intended to support wildlife and native plants. They may also support recreation and educational uses where such activities are compatible with their primary purpose.

(e) Motorized Vehicle shall mean any engine driven vehicle including, but not limited to, automobiles, trucks, go-carts, mopeds, motorcycles, scooters, ATVs, UTVs, and snowmobiles.

(f) Parks / Park Lands are public lands, leased public or private lands, trail corridors, facilities, and recreation areas owned by the City and dedicated for park, recreation, or conservation use. These lands are often, but not always, developed with recreation facilities and landscaping. They also may have natural values and functions.

(g) Trails are publicly owned or leased public or private lands, or private lands for which the City has obtained an easement for public purposes, which serve as corridors for recreation, travel,

and/or wildlife. Trails may be single use or multi-use as determined by the ordinances, policies and regulations adopted by the Common Council. The principal trail component within the City of Ashland is the Ashland Rail Trail System (ARTS).

(h) Improved Park Lands shall mean publicly owned park and recreation areas with buildings, structures, pavilions, roads, trails, landscaping and established regularly cut grassy areas or lawns, or managed native vegetation. Generally an improved park, recreation or conservation area will be dedicated as a named public area by ordinance or resolution of the Common Council and named.

(i) Park Pavilion shall mean a roofed structure open on all sides.

(j) Picnic Shelter shall mean a roofed structure open on all sides generally not larger than a single picnic table.

(k) Undeveloped Park and Recreation Lands as used within this chapter shall mean publicly owned lands, open space, or green space within the City that have not been dedicated for a specific use. Undeveloped park and recreation lands are generally not landscaped nor are they improved with trails, roadways, structures, or recreational amenities. Undeveloped park and recreation lands do not include designated conservation areas.

463.04. Park Descriptions.

(a) Prentice Park and Campground. Prentice Park consists of public owned land West of Turner Rd to the Ashland/Bayfield County Line and north of Park Rd to U.S. Highway 2 and the public owned land north of Junction Rd to Park Rd.

1. Parcel No. 201-04767-0000 lying south of the rights-of-way of USH 2 & STH 13;
2. Parcel No. 201-04778-0000 lying south of the rights-of-way of USH 2 & STH 13;
3. All of Parcel No. 201-04763-0000;
4. All of Parcel No. 201-04769-0000;
5. That part of Parcel 201-04773-0000 lying north of Gun Club Road.

(b) Maslowski Beach. The Maslowski Beach consists of that portion of Government Lots three (3) and four (4) north of the right-of-way easement of U.S. Highway 2.

1. Parcel No. 201-04778-0000 lying north of the rights-of-way of USH 2 & STH 13;
2. Parcel No. 201-04767-0000 lying north of the rights-of-way of USH 2 & STH 13.

(c) Hodgkins Park. Hodgkins Park consists of three ball fields and is the public owned land South of Pufall Dr. and East from 11th Ave E to 14th Ave E.

1. Parcel No. 201-02434-0000;
2. Parcel No. 201-02438-0000;
3. Parcel No. 201-05088-0000.

(d) Kreher Park, Beach, Boat Launch, and RV Campground. Kreher Park, Kreher Park Beach, and RV Campground consists of the public owned land west from the Willis Avenue to Ellis Ave and North of the Railroad right-of-way between the two avenues. This park contains a pavilion, restroom facilities, RV Campground, a fee boat launch and Marina boat storage.

1. Parcel No. 201-00997-0000;
2. Parcel No. 201-01002-0000; and
- ~~3. Parcel No. 201-01003-0000;~~
- ~~4. Parcel No. 201-01009-0000; and,~~
- ~~5.~~ 3. Undeveloped street rights-of-way.

(e) Bayview Park and Beach. Bay View Park consists of those publicly owned parcels located North of Lake Shore Dr East (U.S Hwy 2 E), West from approximately 21st Avenue East on the east to 13th Ave East on the west and includes the area commonly referred to as City Dock; the tract consists of:

1. Parcel No. 201-03301-0000;
2. Parcel No. 201-01141-0000;
3. Parcel No. 201-01139-0000;
4. Parcel No. 201-01140-0000;
5. Easterly portion of Parcel 201-00976-1000 (C&NW RR rights-of-way);
6. Undeveloped street rights-of-way.

(f) Howard Pearson Plaza and Ed Griffiths Pedestrian Pass. The H. Pearson Plaza consists of the public owned property by Ashland City Hall, the area North of Main St W to U.S. Highway 2, then under U.S. Highway 2 through Ed Griffiths Pedestrian Pass:

1. Parcel No. 201-04239-0000;
2. Parcel No. 201-04240-0000;
3. Northerly ½ of Parcel No. 201-04229-0000
4. 201-04231-0000
5. Undeveloped street rights-of-way.

(g) 6th Avenue Beach. A tract of publicly owned land lying between Lake Shore Drive West and the shore of Chequamegon Bay, extending along the lakeshore 400 ft. east from the north

end of 6th Ave W. and including the following parcel numbers:

1. Parcel No. 201-04221-0000;
2. Undeveloped street rights-of-way north of the Waterfront Trail.

(h) Central Railyard Park, Little League Fields & Skatepark. Central Railyard Park consists of a tract of public and private lands generally bounded on the south by 6th Street West and parcels containing Zipperers Mini Storage and Chequamegon Bay Engineering, bounded on the west by Vaughn Avenue, bounded on the north by parcels containing the AADC Enterprise Center, Bretting Community Center, Bay Civic Center, the historic Soo Line Depot; on the east by commercial offices including the Chequamegon Clinic consisting of Parcels:

1. 201-01958-0000
2. 201-01959-0200
3. 201-01960-0000
4. 201-01952-0000
5. 201-01965-0000
6. 201-01948-0000
7. 201-01979-0000
8. Parking lot easement on Parcel 201-01945-0000
9. Parking lot easement on Parcel 201-01973-0000
10. Undeveloped street rights-of-way.

(i) East End Skating Rink. A tract of land bounded by 5th Street East on the north, 17th Avenue East on the east, the alley between 5th Street and 6th Street on the south, and 16th Avenue East on the west consisting of Parcel:

1. 201-03641-0000

(j) Ellis Park. Block 128, Ellis Division of the City of Ashland consisting of Parcel:

1. 201-01760-0000

(k) Penn Park. Block 264, Ellis Division of the City of Ashland consisting of Parcel:

1. 201-02692-0000

(l) Locomotive Park. Consists of the publicly owned land on Depot Drive including the following parcel number:

1. 201-01671-0000

(m) Marina Park. Marina Park consists of those lands on the marina peninsula east of Ellis

Avenue comprising that portion of Parcel No. 201-01009-000 lying on the marina peninsula east of Ellis Avenue.

(n) Menard Park. Consists of the public owned property on the corner of Chapple Ave and Main St W, consisting of Parcel:

1. 210-00015-0000

(o) Beaser Park & Martinsen & Bebeau Fields. Consists of the public owned property on Block 71-72 of Ashland Proper off of Beaser Ave and 8th St W and consisting of Parcel:

1. 210-00564-0000
1. 201-00560-0000

(p) Hot Pond Boat Launch. An area of privately owned lands between Lake Shore Drive (USH 2 & STH 13) and the shore of Chequamegon Bay at approximately Beaser Avenue outside of the security fence of the NSPW Bayfront Power Plant for which the City has a license for maintaining a boat launch consisting of a portion of Parcel:

1. 201-00726-0000

(q) Pig Iron Dock. An area of privately owned lands between Lake Shore Drive (USH 2 & STH 13) and the shore of Chequamegon Bay at approximately 17th Avenue West outside of, and west of, the security fence of the NSPW Bayfront Power Plant for which the City has a license for permitting recreational access consisting of the westernmost portion of Parcel:

1. 201-00726-0000

(r) Ashland Rail Trail System. The Ashland Rail Trail System (ARTS) is described as a linear corridor of varying widths and about 10 miles in length and includes public property and private property where the City of Ashland has been granted easements or license for recreational use. ARTS consists of several components including:

- (1) 5th Street Corridor extending from the Tri-County Corridor at Sanborn Avenue on its west end through Central Railyard Park to Lake Shore Drive at approximately 24th Avenue East on the east;
- (2) Waterfront Trail extending from the Prentice Park pavilion parking lot on the west and extending along the waterfront through Maslowski Beach, 6th Avenue Landing, Kreher Park, and Bayview Park to approximately 22nd Avenue East on the east where it connects to the 5th Street Corridor; and
- (3) East Side Connector extending from Bayview Park along the former C&NW railroad

rights-of-way to the 5th Street Corridor at the Public Works Shop.

463.05. Opening & Closing Dates Established.

(a) Availability of Park Facilities. The facilities of Prentice Park, Maslowski Beach, Bay View Park, Kreher Park, Howard Pearson Plaza and Central Railyard Park will open the first of May and close Mid-October (depending upon weather).

(b) Campground Closure. The Kreher Park and Prentice Park Campgrounds shall be closed from Mid-October (depending upon weather) until the first Saturday in May.

463.06. Park Hours. It shall be unlawful for any person to enter or be within any municipal park lands between the hours of 10:00 p.m. and one-half hour before sunrise with the following exceptions:

(a) A City sponsored or City approved event.

(b) A registered camper at either the Kreher Park Campground or the Prentice Park Campground.

(c) Activities directly related to boat launching and trailer parking areas.

(d) Users of the City's Waterfront Trail and 5th Street Corridor Trail provided trail users are not congregating with others nor are they loitering in the use of the trail.

463.07. Fees, Charges, Deposits.

(a) Fee Schedule. It shall be unlawful for any person to reserve any facility, shelter, pavilion, or area for which a fee or charge has been approved by the Ashland Common Council, without payment of such fee or charge. Fees and charges are incorporated within the City of Ashland Comprehensive Fee Schedule and are reviewed and approved annually by the Common Council.

(b) Special Fees. Any park area, structure, or facility may be reserved or rented for special purposes subject to approval by the Parks and Recreation Committee.

(c) Program Fees. Fees may be established for recreational programs including separate resident and non-resident fees, subject to approval by the Parks and Recreation Committee.

(d) Reservations and Deposits. Reservation requests and deposits are handled through the Parks and Recreation Office. Upon inspection of the premises and surrender of keys where applicable, the deposit shall be refunded to the user. The deposit will be subject to retention, in whole or part, by the City if the pavilion or facility used proves to have been subjected to abuse, inadequately cleaned, or used in violation of current rules and regulations.

463.08. Reservations.

(a) Reservations for pavilions, picnic shelters, green spaces, recreation areas and month long camping will be accepted on a first come – first serve basis beginning the first Monday in February for the calendar year at the Parks and Recreation Department office.

(b) Pavilion, park, and green space reservations must be made at least 24 hours prior to a scheduled event. Reservations, fees, and charges must be paid at the time the reservation is made at the Parks and Recreation Department office.

463.09. Personal Conduct and Nuisances.

(a) Personal Conduct. It shall be unlawful for any person to indulge in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance, or to be so intoxicated that he/she is unable to care for his/her own safety, upon any City park land.

(b) Property of Others. It shall be unlawful for any person to destroy, disturb, molest, or remove the property or personal effects of others upon any city park land.

(c) Unnecessary Noises. It shall be unlawful for any person to operate sound trucks, loud speakers, motors, generators, power boats, motor vehicles, or any other mechanical devices that produce undue or unnecessary noises without first obtaining a written permit from an authorized agent of the Parks and Recreation Department. Unnecessary noise for the purposes of this section is defined as any noise that disturbs a person of reasonable sensibilities.

(d) Glass Beverage Containers. It shall be unlawful to bring, or possess, any glass alcoholic or non-alcoholic beverage container within City park lands, trails, beach or skatepark.

(e) Smoking. Is prohibited within the Purple Park and within 15 feet of all City park playground structures, ballparks, public beaches, and the skatepark. The “Purple Park” is that part of the Central Railyard Park, as defined in sec. 463(04)(h), that is bounded by Sixth Street on the South, Vaughn Avenue on the West, the walkway bordering the Zipperer’s Mini Storage parcel on the east (including the walkway itself), and the Fifth Street Corridor trail on the north (including the paved portion of the trail itself).

(1) Smoking shall mean:

(A) Inhaling, exhaling, burning or holding any lighted cigar, cigarette, pipe or other lighted tobacco product in any manner or in any form, or

(B) Inhaling or exhaling from, holding, or operating any lighted or activated

electronic device which produces and/or delivers nicotine in a vaporized form, or is designed, advertised, or marketed to do so, including, but not limited to, devices commonly known as electronic cigarettes or e-cigarettes.

(2) Playgrounds shall mean the area set aside for recreation and play, especially those containing equipment such as seesaws and swings, owned and maintained by the City.

(3) Ballparks shall mean a facility, including bathrooms, concession buildings, bleachers and dugouts in which baseball and softball games are played.

(4) Public beaches shall mean the areas covered with sand or small rock next to Lake Superior and owned by the City; refers only to Maslowski, Kreher and Bayview Beaches.

(5) Skatepark shall mean the area of concrete with structures built and used for skateboarding, BMX and aggressive inline skating in Central Railyard Park.

463.10. Destruction of Property, Disposal of Refuse, Cleaning.

(a) Destruction, Defacement, Removal. It shall be unlawful for any person to disturb, molest, deface, remove, or destroy any native tree, shrub, plant, or other natural growth; to carve on or deface any rock, archaeological feature, signs, walls, structures, barrier, barricade, or railing; to drive nails in trees, or to move, injure or deface in any manner any structures including buildings, signs, fences, tables, or other City property.

(b) Disposal of Refuse.

(1) It shall be unlawful for any person to dispose of any garbage, sewage, bottles, tin cans, or other waste material in any manner except by placing in receptacles provided for such purposes. Discarding bottles, tin cans, garbage, sewage, or other refuse in the water or on the ice of any river, stream, lake or along roads in any City park lands is prohibited.

(2) It shall be unlawful for any person (registered campers excepted) to dispose of household solid waste or yard waste on any City park lands or within waste receptacles in City park lands.

(3) It shall be unlawful for any person, hunter, fisherman, or trapper to utilize a park restroom, concession stand, pavilion for the gutting and cleaning of fish and game.

(4) Charcoal residue and wood coals shall not be disposed of within waste receptacles until such time as they are cool to the touch.

(c) Cleaning, Washing. The washing of cars, pets, recreational vehicles, persons, cooking utensils, or clothing in any river, stream, lake, playground, boat landing, parking lot, roadway or within fifty feet (50') of any well, fountain, artesian well, or drinking water outlet within any City

park land is prohibited. The washing of persons, cooking utensils, and clothing shall be permitted at designated facilities and washing areas.

463.11. Vehicles. It shall be unlawful to operate or park any motorized vehicle, except as provided herein, upon any trail, pathway, beach area, playground, picnic area, athletic field, or any area other than an established roadway, parking area, boat ramp, and service areas or contrary to posted notice or within any park seasonally closed to vehicular traffic.

(a) Vehicular Traffic.

(1) No person shall operate any vehicle in any park in a reckless manner contrary to the provisions of sec. 346.62, Wisconsin Stats.

(2) It shall be unlawful to operate any motorized vehicle at a speed in excess of 15 miles per hour, or contrary to official traffic signs, on roadways and within parking lots within any City park lands.

(3) It shall be unlawful to operate any motorized vehicle at a speed in excess of 5 miles per hour within the access roads of any City of Ashland recreational vehicle park or campground, unless otherwise stated.

(4) It shall be unlawful for any vehicle, other than a government vehicle, to be within the boundaries of any City of Ashland R.V. Park and Campground between the hours of 10:00 p.m. and 6:00 a.m. without the person in control of the vehicle first having paid the applicable R.V. Park or campground entry/user fee with the exception of guests of campers.

(b) Parking.

(1) No person shall park, stop, or leave standing, whether attended or unattended, any vehicle, obstruction, or watercraft in any manner as to block, obstruct, or limit the use of any road, trail, parking lot, boat landing, waterway, or winter sport facility or contrary to posted notice.

(2) No person shall park, stop or leave standing a motor vehicle within City park lands between the hours of 10:00 p.m. and one-half hour before sunrise except:

(A) Registered campers or their guests at Kreher and Prentice Park.

(B) Persons launching boats.

(C) Persons participating in special events approved by the City or its Parks and Recreation Department.

(c) Use of Snowmobiles and Off Road Vehicles

(1) It shall be unlawful for any person to operate a snowmobile, all terrain vehicle (ATV), or utility terrain vehicle (UTV) within any City parklands except routes designated and signed for snowmobile, ATV or UTV use.

(2) Persons operating snowmobiles on approved designated routes within City parklands shall abide by the provisions of Chapter 350, Wis. Stats. and Chapter 505, Ashland City Ordinances.

(3) Persons operating ATVs or UTVs on approved designated routes within City parklands shall abide by the provisions of Chapter 23.33, Wis. Stats. and Chapter 507, Ashland City Ordinances.

463.12. Fires and Firewood.

(a) Fires. It shall be unlawful for any person to start, tend, or maintain any fire, except at designated fireplaces, fire rings, or grills within any City park, except:

(1) Fires for cooking or heating may be made in portable stoves, heaters, or grills at designated camping and picnic areas.

(2) Special events approved by the City or its Parks and Recreation Department.

(b) Unattended Fires. It shall be unlawful for any person to leave a fire unattended.

(c) Burning of Refuse. It shall be unlawful for any person to burn rubbish, trash, plastic, glass, cans, or household garbage on City park lands.

(d) Collection of Firewood. The collection of firewood from City park lands is prohibited.

(e) Transport of Firewood. It shall be unlawful for any person to transport firewood onto City parklands from a distance of more than 25 miles from the corporate limits of the City of Ashland.

463.13. Fireworks. It shall be unlawful for any person to possess, fire, discharge, explode, or set off any squib, crackers, or other explosive or pyrotechnic device containing powder, or other combustible or explosive material within the limits of any City park, excepting the exhibitions of fireworks given under the direction or by the permission of the City or its Parks and Recreation Department.

463.14. Ashland Rail Trail System.

(a) Trail Use. The use of the Ashland Rail Trail System corridors are limited to pedestrian activities such as walking and bicycling except as provided within Section 463.14 (c).

(b) Users Shall Share the Trail. All users of the Ashland Rail Trail System shall share the trail with other users.

(c) Motorized Vehicles. The operation of Motorized Vehicles on the Ashland Rail Trail System is prohibited except:

(1) Snowmobiles are permitted on the length of the 5th Street Corridor from Sanborn Avenue on the west to the south east corner of the Chicago Iron property during those times in which Ashland County snowmobile trails are open for use in accordance with Chapter 505, Ashland City Ordinances.

(2) ATVs are permitted on that portion of the 5th Street Corridor between Stuntz Avenue and 11th Avenue East to permit utilization of the bridge to cross Bay City Creek, however:

(A) ATVs are restricted to 10 mph when using this trail segment in accordance with Chapter 507, Ashland City Ordinances.

(B) ATVs are prohibited from traversing or climbing the banks of Bay City Creek or crossing Bay City Creek in any manner which avoids utilizing the 5th Street Corridor Trail bridge.

(3) Motorized vehicles are permitted on that portion of the Waterfront Trail from the access road to the western entrance of the Bayfront Power Plant (15th Avenue West) to the unimproved trail accessing the private lands licensed for public recreational use by NSPW known as the Pig Iron Dock.

(4) Municipal vehicles utilized for maintenance, operations, emergency, or enforcement of municipal ordinances.

(d) Motorized Vehicles Shall Yield. Motorized vehicles are required, in all circumstances, to yield to pedestrians and non-motorized traffic.

(e) Trail Closing.

(1) In an emergency, or when in the judgment of the Public Works Director and/or Parks and Recreation Director, or their designees, that flooding, wet conditions, lack of snow, construction, severe weather, high fire danger, or any other reason that the public interest

demands, may close sections of the trail system.

(2) Portions of the trail system may be closed by the Parks and Recreation Department for authorized special events.

(3) Use of the portion of the trail system after it is posted “closed” under this section shall be deemed as trespass.

463.15. Ashland Skate Park.

(a) In addition to the prohibitions set forth herein, the Parks and Recreation Committee and its designee may establish administrative and operating rules and policies applicable to the City skate park when conditions or necessity require.

(b) It is unlawful for any person to engage in any of the following conduct while present at the City skate park:

(1) Skateboarding, inline skating, or otherwise being present at the City skate park during hours when posted signs indicate that such skate park is closed and usage is not allowed.

(2) Use of motorized bicycles, scooters, or vehicles on the skateable surfaces within the City skate park.

(3) Placing or using ramps, tables, benches, or other objects not constructed as an integral part of the skate park within the skate parks’ skateable surface areas.

(4) Using alcohol, tobacco, or unlawful drugs within any part of the skate park area.

(5) Allowing or possessing any animals within the skate park skate area.

(6) Littering within the skate park complex, adjoining parking lots, park lands, and public street rights-of-way.

(7) Possessing any glass or ceramic container while on the skate park skateable surface areas.

(8) Profane, obnoxious, boisterous, or rowdy behavior disturbing to others.

(9) Utilization of the skate park without wearing a properly fastened helmet that is specifically approved and sold as a helmet for skateboarding or inline skating.

463.16. RV and Tent Camping.

(a) Camping.

- (1) Occupancy of Kreher and Prentice Park campsites is first come – first serve except for month long campers who may reserve sites at Kreher Park.
- (2) APR may accept nightly reservations for groups of 10+ RVs. Reservations must be made at least four months in advance through the APR Office and are subject to the Parks and Recreation Director's approval.
- (3) It shall be unlawful to camp or use a camping unit on any City park land other than designated campsites within Kreher or Prentice Park.
- (4) The Parks and Recreation Committee, and its designated agent, may provide exemptions to City park camping restrictions for special events.

(b) After Hours Loitering.

- (1) Parking of vehicles, congregating of individuals, or loitering at the Kreher Park beach, restrooms, playground, pavilion, boat launch area or boat launch parking lot between the hours 10:00 p.m. and one-half hour before sunrise by anyone other than registered campers or individuals or parties launching boats is strictly prohibited.
- (2) Parking of vehicles, congregating of individuals, or loitering at the Prentice Park, restrooms, playground, pavilion, boardwalk between the hours 10 PM and one-half hour before sunrise by anyone other than registered campers is strictly prohibited.

(c) Registration and Payment of Camping Fee. Self Registration is required of all parties occupying a campground campsite for any purpose prior to occupancy.

(d) Tent camping is prohibited at Kreher RV Park. Family tents are allowed on a paid and occupied RV site as an accessory use.

(e) Check-Out time is 11:00 a.m. Occupants of a site after 11:00 a.m. without permission of the camp host or caretaker will be charged another night's camping fee

(f) Occupation Limit. A site may not be occupied by more than eight (8) persons.

(g) Length of Stay.

- (1) Kreher RV Park – no one may occupy the following lakefront RV campsites: 15, 18, 19, 20 and 23, continuously for more than 14 days. Sites 15, 18, 19, 20 and 23 are not able to

be reserved and are only available on a first come first serve basis unless approved by special circumstance by Parks and Recreation Director: i.e. host site, medical reasons, etc.

(2) Prentice Park - No one may occupy a tent campsite continuously for more than 14 days. RV sites with a recreational vehicle (RV) are available for month long rentals.

(h) Placement of Vehicles and Tents.

(1) Camping units are restricted to the designated parking area on each campsite. No more than two motor vehicles (or six motorcycles) are allowed on any one campsite.

(2) The number of tents allowed on any one campsite depends on the sizes of the tents and of the site. Tents may not exceed the boundaries of the site. Tents must be placed on a tent pad at the campsite. Tents are not allowed to be placed in the woods.

(i) Quiet Hours Established. Campground quiet hours are between 10:00 p.m. and 6:00 a.m.

(1) Any noise originating from campsites, camping units, the Waterfront trail, beach, playground, restrooms, or pavilion bothersome to campers at the Kreher RV Park Campground is prohibited.

(2) Any noise originating from campsites, camping units, boardwalk, slough, trails, restrooms, playground, or pavilion bothersome to campers at the Prentice Park Campground is prohibited.

463.17. Use of the Soo Line Ore Dock.

(a) Applicability. This section applies to the structure known as the Soo Line Ore Dock, AKA Ashland Ore Dock, more specifically described as the structure that extends into Lake Superior from the shore between Stuntz Avenue and Seventh Avenue East, or between Blocks 17 and 18, Ellis Division, City of Ashland, Ashland County, Wisconsin.

(b) Closures. City staff, as delegated by the City Administrator, may close the Ore Dock, or a part of it, to the public for maintenance activities, during periods of inclement weather, during special events authorized by the City, or to protect the public from any hazard to health, safety, or welfare. The public shall be given notice of the closure of the Ore Dock through the placement of signs or physical barricades or both sufficient to provide reasonable notice of the closure to the public. It shall be a violation of this section to:

(1) Move or remove a sign or barricade providing notice of closure.

(2) Enter the Ore Dock, or any closed part of it, when it has been closed pursuant to this section.

(c) Special events. The Parks and Recreation Department may authorize weddings and other

brief ceremonies (less than an hour) that are small enough to allow the public substantial access to most of the Ore Dock during the ceremony. Any event that would require closure of the entire Ore Dock or a substantial portion of it must be approved by the City Council.

(d) Children. No child under the age of ten years shall be on the Ore Dock unaccompanied by an adult, and no parent or guardian shall allow a child under the age of ten years to be on the Ore Dock unaccompanied by an adult.

(e) Prohibitions. No person shall:

- (1) Tamper with, remove, damage, or misuse any rescue ring, safety ladder, navigational aid, light, or other safety device.
- (2) Climb on, move, remove, or damage any fence or barricade.
- (3) Remove, damage, or destroy any City property on the Ore Dock, such as but not limited to picnic tables or trash cans.
- (4) Draw or paint or otherwise place any graffiti on any portion of the Ore Dock, or any fence or barricade or other structure on the Ore Dock.
- (5) Jump or dive from the Ore Dock.
- (6) Swim from the Ore Dock.
- (7) Light, use, or maintain any fire on the Ore Dock or in or on any device on the Ore Dock.
- (8) Discharge any fireworks not specifically authorized by the City.
- (9) Operate any motorized vehicle not specifically authorized by the City.
- (10) Moor a vessel of any sort to the Ore Dock for more than four hours without permission of the Marina Manager.
- (11) Moor a vessel in any manner which interferes with the ingress or egress of the RV Kiyi from the adjacent dock.
- (12) Use or possess any glass container.
- (13) Dispose of any trash or refuse of any nature on the Ore Dock or in the waters or on the ice near the Ore Dock.

(14) Use any alcoholic beverage or possess any alcoholic beverage unless it is in the container in which it was sold and the container is sealed as it was when sold.

(15) Be so intoxicated as to be a danger to himself or herself or others.

(16) Smoke. Smoking means:

(A) Inhaling, exhaling, burning or holding any lighted cigar, cigarette, pipe or other lighted tobacco product in any manner or in any form, or

(B) Inhaling or exhaling from, holding, or operating any lighted or activated electronic device which produces and/or delivers nicotine in a vaporized form, or is designed, advertised, or marketed to do so, including, but not limited to, devices commonly known as electronic cigarettes or e-cigarettes.

463.18. Beaches.

(a) Swimming Area Boundary Markers. It shall be unlawful for any person to disturb or mistreat any swimming area buoy or marker at any public swimming beach.

(b) Swimming Area Limits. It shall be unlawful for any person to swim beyond the limits of swimming area marker buoys where such buoys are provided.

(c) Lifeguards.

(1) It shall be unlawful for any person to ignore the instructions of a lifeguard in the performance of his/her duties.

(2) It shall be unlawful for any person to carry on unnecessary conversation with lifeguards or falsely call for help or assistance; to stand, sit, or cling to any lifeguard perches; or, except in emergency, to climb into or cling to any lifeguard boats.

(d) Bathing Dress. It shall be unlawful for any swimmer or bather to enter the water or onto any bathing beach unless clothed in suitable dress or suit.

(e) Glass Containers. It shall be unlawful to possess or use any glass container on a beach within City park lands.

463.19. Animals.

(a) Pets.

(1) It shall be unlawful for any person to allow pets to enter any public building, swimming bathing-beach, or playgrounds within City park lands with the exception of service animals.

(2) It shall be unlawful for any person to allow pets to run at-large at any time within City park lands except those areas specifically designated as pet runs. In those areas in which pets are permitted, dogs shall at all times be kept on a leash not more than six (6) feet long. All pets shall be effectively restrained and under the owner's control at all times. At-large pets are subject to seizure by animal control officers.

(3) No person shall tether a pet to a tree or plant.

(4) No person shall permit any dog, cat or other pet to enter the Kreher Park, Bayview Park, or Maslowski Park beach swimming areas.

(5) No off leash pets are allowed within the fences of the Beaser Park Baseball fields, Central Railyard Baseball fields, Hodgkins Park Baseball fields, and Penn Park.

(6) No person shall allow his/her pet to deprive or disrupt the enjoyment or use of any City park land by others.

(b) Horses.

(1) Horses are prohibited within all City parklands. Exceptions will be made for special events approved by the City or Parks and Recreation Department.

(2) Should a special event be approved in which horses will be a part, it shall be unlawful to ride a horse in a careless, negligent or reckless manner so as to endanger the life, property or person of others on any City park roads, or designated trails, or to ride, lead, or have a horse in any manner on the beaches, foot paths, picnic grounds, athletic fields, or other similar special public use areas of any City park lands.

(c) Hunting and Trapping. No person shall intentionally kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any species of wildlife within City park lands, recreation areas or conservation areas except:

(1) Fishing is permitted on park lands and recreation areas with the proper state license.

(2) Hunts or trapping authorized by the City for the purpose of controlling or removing nuisance animals.

(d) Animal Excreta. Any owner or person having the immediate care, custody, or control of any animal shall promptly remove and dispose of, in a sanitary manner, any excreta left or deposited by the animal on City park lands.

463.20. Feeding Wildlife. No person shall purposely or knowingly feed, bait, or in any manner provide access to food to any wild animal or waterfowl within City park lands.

463.21. Alcoholic Beverages.

(a) Sale of Alcoholic Beverages. It shall be unlawful to sell alcoholic beverages within any City park lands without first acquiring the appropriate license from the Ashland City Clerk's office. The sale of alcoholic beverages shall only occur in compliance with Wisconsin Statutes and City Ordinance.

(b) Enforcement of Drinking Laws. The permit or license holder shall be responsible for complying with the alcoholic beverage laws of municipal ordinance, Wisconsin Statute, and the policies of the Ashland Parks and Recreation Department.

(c) Violations. Violators of the alcoholic beverage provisions of this Ordinance will be asked to leave City park lands and may be cited for the violation of Wisconsin's alcoholic beverage statutes and municipal alcoholic beverage ordinances.

463.22. Installation, Maintenance, & Replacement of Public, Private Utilities.

(a) Location. The location and placement of all public and private utilities serving City park and recreation facilities or crossing City park lands shall be undertaken in conjunction with discussions with the Parks and Recreation Department and Parks and Recreation Committee.

(b) Construction. All public and private utilities located within the boundaries of City park lands, recreation areas, or conservation areas shall be placed underground. The reconstruction or rebuilding of any existing above ground utility will include the placement of that utility line underground.

463.23. Peddling and Soliciting. It shall be unlawful for any person, organization, or business to peddle or solicit business of any nature whatever or to distribute handbills or other advertising matter or to post unauthorized signs, posters, bills, or decorative matter on any vehicle, structures, trees, light poles, sign posts, or property within City park lands or use such lands, structures, or property as a base of commercial operations for soliciting or conducting of business, peddling or providing services within or outside of such lands, structures, or property unless first authorized in writing by the Parks and Recreation Department.

463.24. Additional Park Rules, Permits.

(a) Additional Rules. Rules, policies, and regulations may be made from time to time by the Common Council governing the further use of and enjoyment of City park lands, playgrounds, trails, beaches, conservation areas, and the facilities thereof provided that such rules may not contradict or conflict with the provisions of this chapter. Any person who shall violate such rules, policies, or regulations, or who refuses to subject himself thereto, may be excluded from the use of such facility.

(b) Permits. Any person, organization, company to whom a park use permit or special event permit has been issued shall be bound by the provisions of all ordinances of the City of Ashland and the rules, policies, and regulations of use of City park lands as fully as though the same were inserted in each permit.

463.25. Penalty. Any person, firm or corporation violating any provision of this chapter, or any rule, policy, or order adopted hereunder, shall pay a forfeiture of not less than One Hundred Dollars (\$100.00) nor shall more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense be deemed committed on each day on which a violation occurs or continues.

463.26. Restitution. In addition to the foregoing, any person, firm or corporation violating any provision of this chapter, or any rule, policy, or order adopted hereunder, shall be directly liable to the City of Ashland for the actual cost of repair or replacement of any property owned or in control of the City of Ashland which was damaged or destroyed by the said violation. The court may order restitution to the City of Ashland for said costs in addition to the foregoing penalties. Said restitution may be ordered in cash or labor under the direction of the Parks and Recreation Director.

ADOPTED: 463 (1819) 12/10/2013

AMENDMENTS: 463 (1833) 9/30/2014



Kreher RV Park – 200 Prentice Ave N., Ashland WI 54806

SUBJECT: Approve Ordinance to Amend Chapter 882 (991) Arcades, Ashland City Ordinances, to Update Fees According to the Comprehensive Fee Schedule as Approved by Council (*Clerk*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS:

1. Proposed Ordinance
2. Chapter 882 -Redlined
3. Chapter 165 Exhibit 1 Comprehensive Fee Schedule

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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:

Every Spring, the City Clerk's office works with local businesses to appropriately renew licenses including alcohol beverage, arcade, mobile home, pawnbroker, tobacco, and taxicab. In preparing paperwork for the 2020-2021 renewal year, it was noticed that the Comprehensive Fee Schedule, passed in November 2019 as part of the 2020 Budget, differed from Chapter 882, Arcades.

Chapter 882.02 License Fee currently reads *"The license fee for each arcade as herein defined shall be \$25.00 per year. In no case shall any portion of said license fee be repaid to the licensee."* This fee has not changed for nearly 10 years, as with others that were increased for the 2020 Budget year. It was proposed and approved by Council to change the license fee from \$25 to \$30 per business, and allow a fee of \$25 per gaming machine.

The projected increased revenue was slight but compounds with the other proposed and approved fee changes made.

The Clerk is requesting amending the language of Chapter 822.02 to that which would allow changes to the Comprehensive Fee Schedule as necessary without having to change Chapter 882 repeatedly.

ORDINANCE TO AMEND CHAPTER 882 (991) ASHLAND CITY ORDINANCES, ARCADES.

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of February 11, 2020 for the purpose of amending Sections 882.02(b), License Fee, Ashland City Ordinances, Arcades.

SECTION I:

Section 882.02(b) shall be amended to read as follows:

License Fee. The annual license fee for each arcade as herein defined shall be charged in accordance with the City of Ashland Comprehensive Fee Schedule. All licenses will be issued for the fiscal year beginning July 1 and ending June 30 of each year. In no case shall any portion of said license fee be repaid to the licensee.

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: February 11, 2020
PUBLISHED: February 22, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 882. ARCADES.

882.01. Definitions.

(a) “Arcade” for the purposes of this chapter shall be defined as any premises where four or more coin operated amusement devices are made available to members of the public. The term “arcade” shall not include any premises which is licensed for the sale of intoxicating liquors or fermented malt beverages.

(b) License Fee. The license fee for each arcade shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule. In no case shall any portion of said license be repaid to the licensee. Licenses will be issued for the fiscal year beginning July 1 and ending June 30 of each year.

882.02. License Required.

(a) License required. No person, firm or corporation shall engage in the business of owning or operating an arcade as the term is herein defined without first having obtained the proper license therefor.

(b) License Fee. The license fee for each arcade as herein defined shall ~~be \$25.00 per year. In no case shall any portion of said license fee be repaid to the licensee~~ be charged in accordance with the City of Ashland Comprehensive Fee Schedule. All licenses will be issued for the fiscal year beginning July 1 and ending June 30 of each year. In no case shall any portion of said license fee be repaid to the licensee.

(c) Application for License. Application for license hereunder shall be filed in writing with the City Clerk, on a form to be provided by the City, and shall specify:

- (1) The name and address of the applicant, and if a firm, corporation, partnership or association, the principal officers thereof and their addresses.
- (2) The address of the premises where the licensed device or devices are to be operated, together with the character of the business as carried on at such place.
- (3) The proper license fee shall accompany the application.
- (4) The application shall be referred to the Common Council for review and in its sole discretion either approval or denial of the license. If the license is denied, the fee shall be returned to the applicant.

(d) Expiration, posting, transfer. All licenses under this article shall expire on June 30th following their issuance. The license shall be posted in a conspicuous place in the arcade. Such

license shall be non-assignable and nontransferable and shall apply only to the premises for which such license was issued, unless approval is granted by the Common Council. No additional fee shall be charged.

882.03. Restrictions and Limitations.

(a) It shall be unlawful to consume or possess or permit the consumption or possession of intoxicating liquors, fermented malt beverages, or controlled substances in any arcade or amusement center.

(b) No arcade may be operated, kept or maintained in any disorderly or riotous, indecent or improper manner.

882.04. Revocation or Suspension of License. Licenses issued under the provisions of this ordinance may be suspended or revoked by the Common Council after notice and hearing for any of the following causes:

(a) Fraud, misrepresentation, or incorrect statement contained in the application for license;

(b) Fraud, misrepresentation, or incorrect statement made in the course of carrying on his/her business;

(c) Any violation of this chapter, or permitting or condoning the violation of any other ordinance of the City of Ashland or law of the State of Wisconsin in any arcade;

(d) Conviction of any crime or misdemeanor.

882.05. Notice of Hearing. Notice of the hearing for suspension or revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

882.06. Penalty. Any person, firm, or corporation that shall violate any of the provisions of this chapter shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this chapter shall constitute a separate offense.

ADOPTED: 882 (991) 8/10/1982

AMENDMENTS: 882 (1781) 3/13/2012

Exhibit 1: Comprehensive Fee Schedule

CITY CLERK FEES

Council Packet	\$15.00
Committee of the Whole Packet	\$10.00
Planning Commission Packet	\$10.00
Budget Book	\$30.00 paper copies \$15.00 downloaded

Miscellaneous License Fees

Arcade License	\$30.00
Coin Operated Game	\$25.00 each machine
Duplicate Coin Operated License	\$15.00 per license
Mobile Home Park License	\$5.00 each space
Pawnbroker License	\$210.00
Recycling Junk Dealer License	\$100.00
Cigarette and Tobacco License	\$75.00
Jukebox License	\$20.00 each machine
Mobile Concession Street Vendor	\$50.00
Taxicab License	\$50.00 per vehicle first vehicle \$25.00 ea addl vehicle
Taxicab License Transfer	\$50.00 1st vehicle \$25.00 ea addl vehicle
Operator's License	\$30.00 one year \$50.00 two years
Duplicate License (other than coin)	\$10.00 per license
Change of Agent	\$10.00
Publication Fee Per Liquor License	\$50.00
Transient Merchant/Solicitor	\$50.00 1 day \$200.00 week/7 days \$500.00 month/30 days