

ASHLAND CITY COUNCIL MEETING
Tuesday, February 25, 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. February 11, 2020 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. CONSENT AGENDA

A. Miscellaneous Minutes

B. Operators' Licenses

7. NEW BUSINESS

A. Public Hearing for Sidewalk Special Assessments Associated with the Vaughn Avenue & 7th Street West Reconstruction & Utility Replacement Project (*Public Works*) Roll

B. Approve Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the Vaughn Avenue & 7th Street West Reconstruction and Utility Replacement Project (*Public Works*) Voice

C. Approve a Resolution to Accept the Workmanship of the Jamar Company and Approve Final Payment for the 2019 HVAC Improvements Contract for Public Works and Utility Buildings (*Public Works*) Roll

D. Approve Contract with Enviro World for 2020 Rain Barrel Sale (*Planning*) Roll

E. Approve an Agreement for the Proposed Schematic Design for the Vaughn Public Library Building with Engberg Anderson (*Library*) Roll

- F. Approve to Waive the Advertisement and Bidding Requirement Set Forth in Chapter 194.04, Ashland City Ordinance, and Approve to Purchase Equipment for the Ashland Fire Department/EMS from Master Medical Equipment** (*Fire Department*) Roll
- G. Approve to Apply for an Assistance to Firefighters Grant for the Purchase of Power-Load Systems and Cots for the Fire Department/EMS** (*Fire Department*) Voice
- H. Approve a Memorandum of Understanding (MOU) between the Ashland Fire Department and Bayfield County for the Purchase of Radios** (*Fire Department*) Roll
- I. Approve an Ordinance to Amend Chapter 926 (1729), Implementation of Wisconsin's Smoke-Free Law, Ashland City Ordinances** (*Mayor*) Roll
- J. Approve a Request for a Gratis Lease at the Vaughn Library Building Office Space** (*Clerk*) Roll

8. CLOSED SESSION (Roll Call)

- A. Enter Into Closed Session - Roll**
- B. CLOSED SESSION** Pursuant to Wis. Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (*Northern Lakes Amusement, Inc. assessment dispute*) (*City Attorney*)
- C. 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." (*Building Inspection Claim at 707 Main Street West*) (*Attorney*)
- D. CLOSED SESSION** per Wisconsin Statute 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (*City Administrator Review*)
- E. Return to Open Session** (Voice)
- F. Report of Discussion or Action Taken During Closed Session**

9. ADJOURNMENT

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

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

ASHLAND CITY COUNCIL MEETING

Tuesday, February 11, 2020 – 5:30 PM

Ashland City Hall Council Chambers

1. CALL TO ORDER

A. The Tuesday, February 11, 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.

B. 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, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: Matthew MacKenzie (excused)

ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Megan McBride, Parks Director Sara Hudson, and other concerned citizens

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

Lewis requested to correct the date for the meeting of the steering committee for the Superior Science Center to February 18. Franek also requested to include that she asked that the Moment of Silence be dedicated to those in the community who passed recently in the community. Haas moved, seconded by George to approve the minutes with the noted amendments of the January 28, 2020 City Council and Committee of the Whole minutes. The motion passed 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: *Donna Blazek*, offered a Resource Directory of Ashland/Bayfield Counties to Councilors. Donna also brought along an article regarding Enbridge's Line 5 pipeline, and gave her thoughts on abandoned vehicles across the City.

5. MAYOR'S REPORT

A. Announcements

The City Administrator is absent as he is in Madison taking part in Superior Days. The Administrator's evaluation is due by February 14, 2020. There is a joint meeting of the Plan Commission and Committee of the Whole regarding Lake Superior Science Center on February 18, 2020 at 5:30 at the City Hall Chambers. The Ashland Chamber of Commerce is celebrating their 100th Anniversary this year. Lewis is still looking for one person who wishes to serve on the Library Board and one person on the Revolving

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Ashland City Hall Council Chambers

Loan Fund Advisory Board.

B. Appointments

The Mayor recommended the following appointment to the Economic Development Revolving Loan Fund Advisory Board: Daryl Jolma, business representative, replacing Tyler Wickman, term expires April 15, 2020. Franek moved, seconded by Haas to approve the appointment. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Committee Minutes

B. Operators' Licenses

The following applied for an Operator's License: Michael Quarve and Katherine A.M. Askue.

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

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

Ortman moved, seconded by Whitebird to approve. The motion passed unanimously by roll call vote. FILE #17547

B. Approve a Resolution to Create an Ordinance Banning the Use of Coal Tar Sealant Products in the City of Ashland

Tochterman moved, seconded by Ortman to approve. The motion passed unanimously by roll call vote. FILE #17548

8. NEW BUSINESS

A. Approve a Resolution to Approve the Update of Authorized City of Ashland Signatories for the Zurich American Life Insurance Company

Moore moved, seconded by Haas to approve. The motion passed unanimously by roll call vote. FILE #17549

B. Approve an Agreement with Stephen G. Schraufnagel for Building, HVAC, Plumbing and Electrical Inspection Services

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

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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

Haas moved, seconded by Moore to approve the resolution and final payment for the amount of \$52,441.03 to Hydro-Klean, LLC. The motion passed unanimously by roll call vote. FILE #17550

D. Approve a Resolution to Accept the Workmanship of Veit & Company, Inc. and Approve Final Payment for the Kreher Park Redevelopment Project

Franek moved, seconded by Ortman to approve the resolution and final payment for the amount of \$38731.21 to Veit & Company, Inc. The motion passed unanimously by roll call vote. FILE #17551

E. Approve Task Authorization No. 6, Ashland Ore Dock Phase I, Part 2 Diamond Access Construction Documents and Construction Administration with SmithGroup

Holly George moved, seconded by Kevin Haas to approve. The motion passed 8-1 by roll call vote; Pufall opposed, Whitebird abstained.

F. Approve Amendment No. 3 to Design and Engineering Services Contract with SmithGroup for Ashland Ore Dock Phase 2 Stuntz Avenue Corridor

Whitebird moved, seconded by George to approve. The motion passed 8-1 by roll call vote; Pufall opposed, Whitebird abstained.

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

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

H. Approve an Ordinance to Amend Chapter 463 (1819) Policies and Procedures for Parks, Facilities and Recreation Areas, Ashland City Ordinances

Wickman pointed a typo that needed to be corrected in the Ordinance. Whitebird moved, seconded by Ortman to recognize a citizen to speak. The motion failed 4-6 by voice vote; opposed were Moore, Ullman, George, Pufall, Haas and Jackson. Moore moved, seconded by Haas to approve with the correction. The motion passed unanimously by voice vote. FILE #17552

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

Moore moved, seconded by Tochtermann to approve. The motion passed unanimously by voice vote. FILE #17553

9. ADJOURNMENT

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

COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on February 11, 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, February 11, 2020 Ashland Committee of the Whole meeting was called to order by Council President Kate Ullman in the Ashland City Hall Council Chambers at 7:15 p.m.

1. Roll Call

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

ABSENT: Matthew MacKenzie (excused)

ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Megan McBride, Parks Director Sara Hudson and other concerned citizens

2. Council President's Report

Ullman expressed her appreciation for the civil discussion at the last meeting regarding the proposed Bad River/Line 5 Resolution. She also thanked Mr. Ketrang for his contributions to both the Bad River resolution and the coal tar resolution.

3. Administrator's Report

Kucera was not present for a report.

4. Approval of Agenda

Moore moved, seconded by Franek to approve the agenda. The motion carried 9-1; George opposed.

5. Committee Updates

HARBOR COMMISSION - D PUFALL: no rpt
PLAN COMMISSION - M MACKENZIE: McBride offered an update on the warming shelter, and a brief explanation on the upcoming joint Plan Commission and COW meeting next week.
POLICE & FIRE COMMISSION - D LEWIS: no rpt
LIBRARY BOARD - S JACKSON: no rpt
HOUSING AUTHORITY - L FRANEK: no rpt
HOUSING COMMITTEE - A TOCHTERMAN: no rpt
PARKS & REC COMMITTEE - K HAAS: no rpt
PUBLIC WORKS COMMITTEE - J MOORE: no rpt
SUSTAINABILITY COMMITTEE - K ULLMAN: no rpt
HISTORIC PRESERVATION - L FRANEK: no rpt
DISABLED PARKING - W WHITEBIRD: no rpt
SOURCE WATER PROTECTION - C ORTMAN/W WHITEBIRD: no rpt

6. Discussion Items

A. Discussion and Possible Action Regarding Downtown Parking on 9th Avenue West (*Councilor Ullman*)

George moved, seconded by Tochterman to approve the 3rd proposed parking plan and pass their approval to Public Works. The motion passed unanimously by voice vote.

B. Discussion and Possible Action Regarding a Proposal to Ban Conversion Therapy (*Councilor Whitebird*)

Whitebird introduced the item. After discussion, Ullman offered to ask Wickman to draft an ordinance to bring back to the next Committee of the Whole for further discussion. Council approved unanimously by voice vote.

C. Discussion and Possible Action Regarding a Recommendation from Sustainability Committee on First Steps for 25 x 25 Plan (*Councilor Ullman*)

Ullman explained the origination of the 25 x 25 Plan and discussion about moving forward with plans for achieving renewable energy. George motioned to ask Public Works to create a two-year plan for energy efficiency and research the investment of converting lighting throughout the City to LED. Franek seconded, and the motion passed unanimously by voice vote.

7. Adjournment

Whitebird moved, seconded by George to adjourn. The motion passed unanimously by voice vote.

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City of Ashland- Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **January 8, 2020 at 8:30 a.m.** in the **City Hall Council Chambers (601 Main St W).**

Committee Members Present: Sam Ray, Ana Tochtermann, Eric Lindell, Liz Franek, Kaas Baichtal, and Megan McBride

Committee Members Absent: Kathy Beeksma

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) Approval of Minutes

a) Approve minutes from the December 11th, 2019 Housing Committee meeting

Motion to approve minutes from December 11th, 2019 Housing Committee meeting, after correction to paragraph 4) a). Sam Ray wasn't the person that mentioned being contacted by someone regarding a property maintenance violation. Motion made by Eric Lindell, seconded by Sam Ray. Passed unanimously.

3) Citizen Comments

N/A

4) Old business

a) Updates on property maintenance, HIP and CDBG

Chris Luebben provided updates on the process of property maintenance. She noted that Property Maintenance Agreements have gone out giving some property owners an extension of time to resolve the violations due to the winter weather. Many of the Agreements have been signed and returned.

Chris Luebben noted that HIP projects are on hold during the winter weather and will resume in the spring.

Megan McBride commented that much of the winter work for both the HIP and CDBG programs will involve updating marketing materials and identifying additional sources of funding/volunteers to support the HIP program. The City did contribute an additional \$5,000 to the HIP program for 2020.

5) **New business**

- a) Discussion of revisions to Accessory Dwelling Unit specific use standards: Owner occupancy requirement and density

Megan McBride explained the intent of the conversation would be to discuss and make recommendations for changes in the City's current regulation of Accessory Dwelling Units. This was recommended in the City's Housing Strategic Plan completed in 2018, and can be a good option for property owners to increase:

- Affordability by providing a supplemental rental income;
- Transitional or "step-down" housing options for community members who want to stay in Ashland but don't need or have difficulty maintaining a larger home;
- Accessibility as accessory units can be a good option for aging community members to live near their families/support systems; and
- Diversity of the overall housing stock to provide additional options for a wide variety of community members.

Discussion topic #1 – Owner Occupancy Requirements

Through discussion it was noted that the primary perceived benefit of having owner occupancy requirements is the assumption that property owners are more likely to maintain the property if they also live there.

Benefits to not having occupancy requirements identified included:

- More likely to encourage ADU development due to the large number of rental properties in the community;
- Avoids difficulty in enforcing occupancy requirements (seasonal residents, people who move/sell their home, inheritance of a property through death, etc.); and
- Treats rental and owner-occupied properties equitably.

It was also noted that all property owners, regardless of if they are rental or owner-occupied, are held to the same property maintenance standards. Additionally, since property owners will need to go through the necessary zoning and building permitting processes, review in this way will ensure that ADU's that are built meet code, are compatible with the surrounding neighborhood, and will be located on lots that are large enough to accommodate an additional structure with associated off-street parking while maintaining setbacks and impervious surface coverage maximums.

Motion to eliminate owner occupancy requirement (#8) from Unified Development Ordinance by Eric Lindell, seconded by Kaas Baichtal. Passed unanimously.

Discussion of #2 – Number of ADU units allowed per property

It was questioned if there should be a limit to the number of units allowed on a property since other code and zoning standards should ensure that an appropriate number are built for the lot it would be located on.

Motion to increase the number of Accessory Dwelling Units allowed per lot (#4) as long as it meets all other Unified Development Ordinance and Uniform Dwelling Code standards by Ana Tochterman. Seconded by Liz Franek.

Discussion of #3 – Number of ADU units allowed in a specific area

It was questioned if a limit should be placed on density within a specific area as this may deter potential development and is unlikely that enough ADU's would actually be built within a certain area to create issues. It was emphasized that the ordinance language should be permissive and not restrictive, so if a limit is not needed it should not be included.

Benefits to restricting the number per specific area identified included:

- Ensuring that neighborhoods in lower-density residential districts do not have their density significantly changed so as to be out of character with the intent of that zoning district; and
- Providing reassurance to neighbors during initial outreach and education around ADU's. Limitations can be reevaluated at a later date if needed.

It was requested that Megan McBride prepare proposed language that links density limitations to specific zoning districts. Revised language for all three items discussed will be presented for review by the Housing Committee at their February meeting.

6) Announcements

Megan McBride updated the committee that a Conditional Use Permit (CUP) was applied for by Chris Legarde to run a warming center at 419 3rd Avenue E. The CUP was unanimously recommended for approval by the Plan Commission, and will go to City Council for final approval.

7) Adjournment

Motion to adjourn by Eric Lindell. Seconded by Mayor Lewis. Passed unanimously.

Meeting was adjourned at 9:45 am. Minutes by Chris Luebben.

City of Ashland – Public Works Committee Meeting

Thursday, January 9, 2020 at 5:30 p.m.

Public Works Conference Room

Agenda Item 1: Roll Call

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

Absent: Ed Calhan (excused)

Also Present: None

Agenda Item 2: Approval of Previous Meeting Minutes

Bill moved, seconded by Melodie to approve the minutes from the December 12, 2019 Public Works Committee Meeting with one correction, Jackie Moore was not present at the December meeting. Motion carried.

Agenda Item 3: Citizen Participation

None

Agenda Item 4: Unfinished Business

None

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

a. Operations Update

- The street department continues to plow, and is trying to scrape the ice off the roads when possible.
- The Water Utility received a drinking water violation for levels of disinfection byproducts above drinking water standards from the WIDNR. Notifications were sent to utility customers with the January utility billing.
- The Waste Water Treatment Plant has been cleaning out the digester to perform maintenance work.

Agenda Item 6: New Business

a. Appoint a Committee Chairperson

Phil Sorensen moved to nominate Bill Kurtz as the Committee Chairperson, Jackie Moore seconded. Motion carried.

b. Lead Service Lateral Replacement Program Update-Phil Wesner

Phil Wesner shared information on the Lead Service Lateral Program. In 2017 & 2018 the City was awarded \$600,000 in grant funding from the Wisconsin Safe Drinking Water Loan Program Private Lead Service Line Replacement Funding Program. To date 219 lead service lines have been replaced on the private side. There is approximately \$80,000 remaining in 2019, it is estimated this will serve approximately 38 households. Mailings will be sent to residents on the Vaughn Ave and 7th St W reconstruction project, these residents will qualify for funding as the water mains and services will be replaced as part of the project. The DNR has indicated there will be funding available for the LSL program in 2020-2021.

c. Update on Status of Capital Projects

John provided an update on the 2019/2020 projects. The department continues to search for funding on projects as they come up.

Agenda Item 7: Items of Interest for Future Meetings

- Provide information on the Cities responsibilities on sewer back-ups.
- Is there the possibility of low or no interest loans for sewer lateral replacement/repair?
- Provide information on how much salt and brine the department uses annually.

Agenda Item 9: Set Next Meeting Date

February 13, 2020

Agenda Item 10: Adjournment

Phil Sorensen moved to adjourn at 7:05p.m., seconded by Bill Kurtz. The motion passed.

SUBJECT: Operators' Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The following have applied for an operator's license:

Cailin Louise Bender
Krysten Marie Grosjean
Nataliya Williamson

SUBJECT: Public Hearing for Sidewalk Special Assessments Associated with the Vaughn Avenue & 7th Street West Reconstruction & Utility Replacement Project (*Public Works*) Roll

RECOMMENDATION: Approve, disapprove, or otherwise modify the City Engineer's Report on Special Assessments as presented at the Public Hearing

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Public Works Department

EXHIBITS:

1. Apecial Assessment Preliminary Report for Vaughn Ave & 7th St W Reconstruction & Utility Replacement
2. Resolution No 17543

EXPENDITURES REQUIRED:

\$105,120.00	Estimated Construction Cost of Sidewalk Replacement
<u>10,500.00</u>	Estimated Contingency
\$115,620.00	Total Estimated Cost

\$115,620.00	Total Estimated Cost
<u>94,112.65</u>	City Portion
\$ 21,507.35	Special Assessments

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

WI State Statute requires that the Governing Body conduct a Public Hearing whenever proposing special

assessments for public improvements.

Preliminary assessment letters and a copy of the Public Hearing Notice have been sent to all affected property owners. The letter included the anticipated special assessment amount to be charged to the property.

A Preliminary Report on Special Assessments associated with the Vaughn Ave & 7th Street W Reconstruction and Utility Replacement Project has been completed by the Public Works Department. A copy of this report has been made available for public review at City Hall.

The Preliminary Report will be revised to reflect any changes resulting from modifications approved by the City Council at the February 25, 2020 Public Hearing.



City of Ashland, Wisconsin ~ Department of Public Works

**SPECIAL ASSESSMENT PRELIMINARY REPORT
for
VAUGHN AVE & 7TH ST W RECONSTRUCTION & UTILITY
REPLACEMENT**

February 7, 2020



Prepared by the City of Ashland Public Works Department

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22-23	SCHEDULE C - PROPOSED ASSESSMENTS



City of Ashland, Wisconsin ~ Department of Public Works
2020 6th Street East Ashland ~ WI 54806 ~ www.coawi.org

**PRELIMINARY REPORT
FOR
SIDEWALK SPECIAL ASSESSMENTS**

**VAUGHN AVE & 7TH ST W RECONSTRUCTION & UTILITY
REPLACEMENT PROJECT**

FEBRUARY 7, 2020

This report is submitted in accordance with the requirements of §66.0705 Stat., and the preliminary resolution of the City Council of Ashland, Wisconsin, dated January 14, 2020 determining to levy special assessments on benefited properties for public improvements in accordance with and at locations as further described in the following schedules:

- SCHEDULE A:** Project Plans and Specifications
- SCHEDULE B:** Opinion of Probable Cost for the Public Improvement;
- SCHEDULE C:** Schedule of Proposed Assessments Against Each Benefitted Parcel

The project includes reconstruction of Vaughn Ave from 6th St W to 11th St W and 7th St W from Chapple Ave to 4th Ave W; replacing water main and water services, replacing sanitary sewer mains; replacing storm sewer; construction of new sidewalk on the northerly side; and replacement of sidewalks on the southerly side as, determined by the Public Works Department and as shown on the plans.

A Public Hearing meeting is scheduled to be held during the City Council meeting on **Tuesday, February 25, 2020 at 5:30 p.m.** At the Public Hearing the Ashland Common Council will hear all interested persons, or their agents or attorneys, concerning the matter contained in the preliminary resolution authorizing the assessments and as contained in this report. All objections will be considered at this hearing and thereafter the amount of the assessments will be fully determined.

After the Public Hearing a Final Report will be produced that reflects any changes or modifications to the proposed special assessments as approved and authorized by the Ashland Common Council.

I hereby certify that the property against which assessments are proposed has been viewed in the field and found to be benefitted by said improvements under the City's police power.

John Butler, P.E.
Director of Public Works

RESOLUTION

No. 17543

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. §66.0703, WI STATE STATUTE FOR
THE VAUGHN AVENUE AND 7TH STREET WEST RECONSTRUCTION AND UTILITY
REPLACEMENT PROJECT**

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Concrete Sidewalk Installation and Replacement

2. The property to be assessed lies within the following described assessment district:

a. All properties adjacent to Vaughn Avenue from 6th Street to 11th Street, City of Ashland, Ashland County, Wisconsin.

b. All properties adjacent to Seventh Street West from Fourth Avenue to Chapple Avenue, City of Ashland, Ashland County, Wisconsin.

3. The total amount assessed against the properties in the described assessment district shall not exceed 40% of the cost of the improvements.

4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

5. The City Public Works Department shall prepare a report which shall consist of:

- a. Preliminary plans and specifications for the improvements.
- b. An estimate of the entire cost of the proposed improvements.
- c. A statement that the property against which the assessment are proposed will be benefitted.
- d. Schedule of proposed assessments

6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if State property is to be assessed, shall mail a copy of the report to the responsible State agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.

7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof,) the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

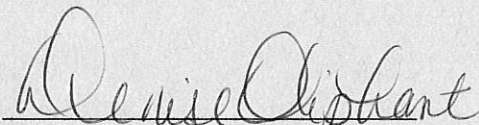
8. The hearing shall be held at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than 10 days nor more than 40 days after publication.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in Paragraph 7, above.



Council Person

PASSED: January 14, 2020

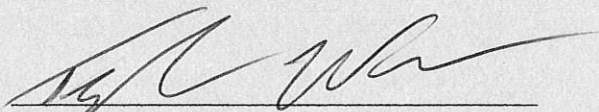
ATTEST: 

Denise Oliphant, City Clerk



Debra S. Lewis, Mayor

APPROVED AS TO FORM:



Tyler W. Wickman, City Attorney

CITY OF ASHLAND, WISCONSIN SIDEWALK SPECIAL ASSESSMENT POLICY

(Dated: March 24, 2006)
(Referenced by Ordinance No. 530; Adopted May 9, 2006)

1.0 PURPOSE

The purpose of this Policy is to assure fair and equitable cost recovery for pedestrian infrastructure improvements and to set forth a methodology determining the amount of the assessment for the improvements and circumstances on a reasonable basis. It is the policy of the City of Ashland that all properties specially benefiting from sidewalk improvements pay a portion of their fair share of the cost of such improvements.

The policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if the assessments derived by imposition of the policies create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 SPECIAL ASSESSMENT PROCEDURES

The Wisconsin Statutes prescribe the general procedures which cities must follow to specially assess property for local improvements. Typical public improvement projects for which special assessments are levied include sidewalks and related pedestrian infrastructure elements. Pertinent statute sections include §66.0703 and §66.0907. In accordance with §66.0907, municipalities may impose assessments for the costs of laying, removing, replacing, repairing, and maintaining sidewalks. Charges for sidewalk work are levied under police powers and do not require a showing of benefit to properties charged (*Lisbon Ave. v. Town of Lake*, 134 Wis. 470, 475, 113 N.W. 1099 (1908)).

The City of Ashland adopts, makes a part of this policy by reference, and incorporates the procedures for levying special assessments as contained in Wisconsin Statutes §66.0907. Whenever the provisions of this policy are contrary to those contained in §66.0703, §66.0907, or other applicable provisions of the Wisconsin Statutes or administrative regulations, the Wisconsin Statutes or administrative regulations shall control.

All special assessments levied in the City of Ashland shall be grounded in the exercise of police powers for the health, safety and welfare of the public.

It is hereby determined that all properties lying within the incorporated boundaries of the City of Ashland receive similar benefit for similar categories of improvements and therefore the rates established for the levy of special assessment shall be applied on a uniform basis throughout the City, for the benefits received, regardless of the location of the improvements and the method of financing. In no case shall the total special assessments exceed the total cost of all improvements constructed as part of the annual Capital Improvement Program (CIP).

3.0 ASSESSMENT BASIS

Special assessments are to be computed and based on a per linear foot of frontage basis (i.e., *front footage* basis), except in the case of residential corner lots.

The front footage of corner lots shall be determined by the side of the lot bearing the street address and front entrance of the home. All corner lots shall receive a 140 ft. *flankage credit* for sideyard sidewalk. The assessment for corner lots shall be limited to the front footage plus any remaining side footage after deducting flankage credit. All residential corner lots receive this 140 ft. flankage credit.

The following examples help to illustrate how corner lots are assessed:

- a) If a large 140' (front) by 150' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 150 ft. total (140' of frontage plus 150' side yard minus the flankage credit of 140') = 150 ft. total).
- b) If a smaller 100' (front) by 140' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 100 ft. total (100' of frontage plus 140' side yard minus the flankage credit of 140') = 100 ft. total). Likewise for a 50' or 75' wide lot.

If a corner lot did not have sidewalk on its frontage OR its frontage sidewalk is all in excellent shape, and the project calls for new sidewalk installation on its flanking side only; then the property would be assessed for only that portion of the flanking side that exceeds the 140 ft. flanking credit. For example,

- c) If a large 100' (front) by 150' (deep) corner lot is to receive a new side yard sidewalk (flanking side) only; then the special assessment would be for 10 feet (150' deep flanking side minus 140' flankage credit).

The flankage credit is determined to be 140 feet based on the fact that the typical Ashland lot is 140 ft. deep. The flanking side of a lot is not intended to be special assessed until the amount of sidewalk installed or replaced on the flank within any 20 year period exceeds 140 lineal feet.

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

Recognizing that it is the policy of the City of Ashland to levy special assessments to recover approximately 50% of the cost of constructing sidewalk improvements. The City Council establishes the locations and priorities for sidewalk improvement projects as described in Ordinance 530, *Ordinance to Adopt a Sidewalk Construction, Maintenance, and Use Policy for the City of Ashland*.

The City Council establishes the assessment rates for sidewalk improvements. Annually the Director of Public Works/City Engineer will recommend adjustments in the special assessment rates based on construction costs experienced the previous construction season. This rate will be published in the Comprehensive Fee Schedule, adopted annually by City Council.

All construction shall be in accordance with standards as published in the most recent version of the *City of Ashland Standard Specifications for Sidewalk Construction*, unless otherwise approved in writing from the Director of Public Works/City Engineer.

Assessable project elements and costs to be included in the special assessment computations are described herein:

- a) Sidewalk Removal, Saw Cutting, and other associated demolition costs: Costs for removal, saw cutting, and other associated demolition costs of existing sidewalks is to be included with construction costs.
- b) Grading and Gravel Base: The grading and construction of a gravel base for sidewalk construction will be included with construction costs.
- c) Curb, Gutter, and Pedestrian Handicap Ramps: The construction or replacement of concrete curb and gutter associated with installation of pedestrian ramps and/or adjacent sidewalks will be included in cost computations, and shall be allocated evenly as part of general sidewalk improvement construction costs. This shall include the installation of color-contrasted truncated dome devices for visually impaired pedestrians.
- d) Sidewalk Construction Costs: New sidewalk construction, or complete replacement of existing sidewalk, is to be included in the costs for construction.
- e) Replacement Sidewalk and Repairs to Existing Sidewalk: Spot repairs of existing sidewalk, including grinding, milling, mud-jacking, or individual panel replacement is to be included in the costs for construction.
- f) Tie-in Sidewalks and Driveway Aprons: Sidewalks and driveway aprons that tie-in and connect to the public walkways (carriage and entrance walks) shall be included with general construction costs only to the extent that they are removed and replaced to facilitate construction of the new sidewalk or to accommodate necessary grade changes. General improvements elected by the property owner are not included in the general project costs; and while encouraged by the City, all such improvements and related expenditures shall be independently borne by the property owner.
- g) Boulevard (Terrace) Restoration: For the purpose of this paragraph the word boulevard (terrace) means that area between the back of the curb and the sidewalk, or, in the absence of a sidewalk, the property line.

Boulevard (terrace) restoration, seeding or sodding will be included in the cost calculations. No assessments will be made for replacement of turf located outside the street right-of-way that is required to be replaced to facilitate the matching of the existing yard to the new street construction.

- h) Retaining Walls: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall will therefore be split, with 50% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 50% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed

on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

- i) Expected Service Life: Sidewalks and related infrastructure are judged to have a normal useable life expectancy. For the purposes of determining whether or not special assessments apply to properties, the expiration of an expected service life shall be the governing criterion. Sidewalks beyond the expected service life as noted below shall be assessed; those within the service life shall be exempt from assessments. For the purpose of this policy, the life expectancy for sidewalk improvements is as follows:

Pedestrian Handicap Ramps/Truncated Dome Devices – 20 years
Sidewalks – 20 years

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of special assessments.

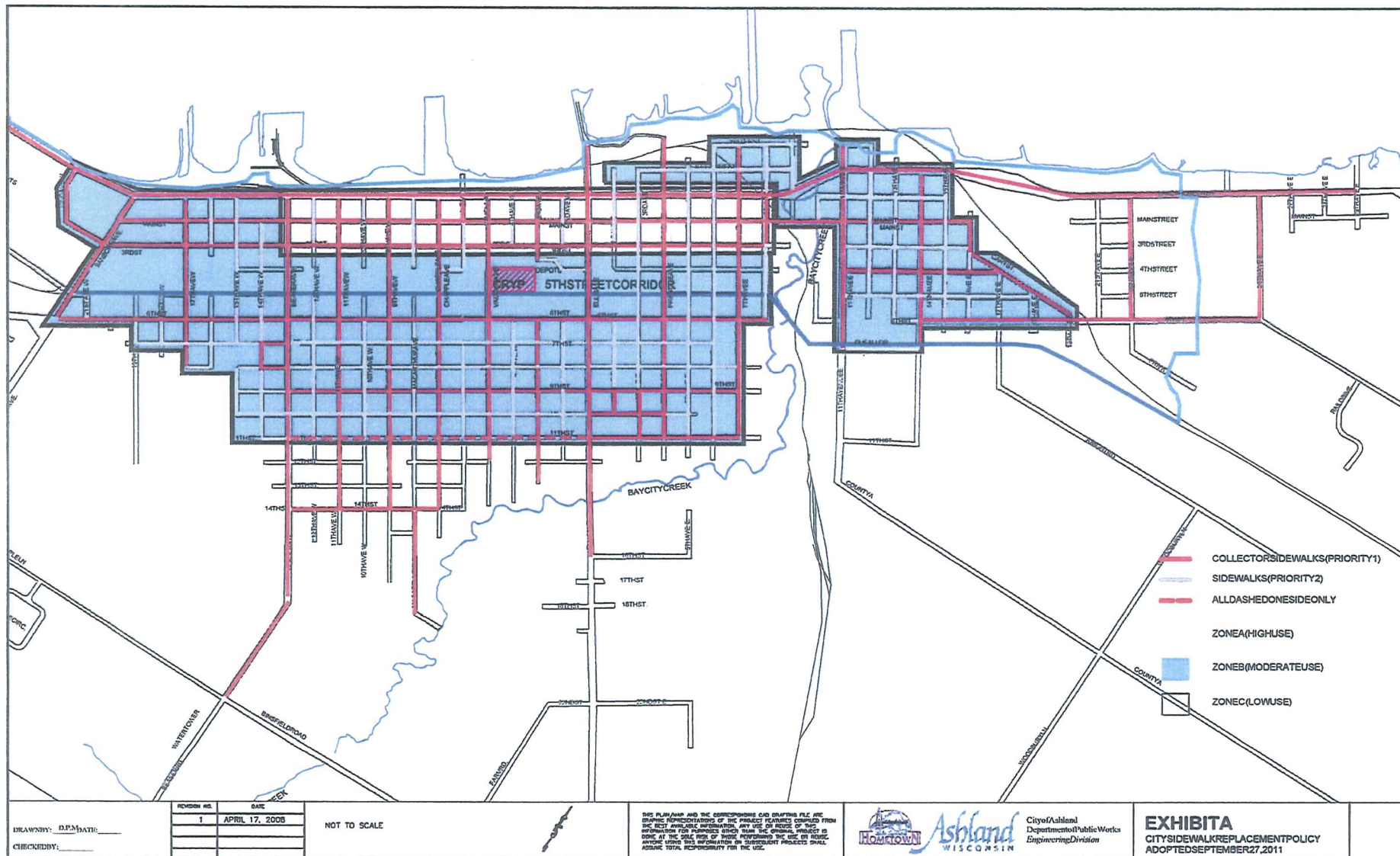
- a) Special assessments shall be for approximately 50% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.
- b) Special assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.
- c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.
- d) Assessments shall be due in full upon sale or transfer of the property.
- e) The payment of special assessments through installments may be extended in cases of hardship. Repayment terms may be extended to 20 years of equal installments (per 66.0715) if a resident so chooses.

6.0 MISCELLANEOUS PROVISIONS

It is the intention of this section of the policy to clarify special circumstances, which may arise in establishing the benefit to lots as a result of public improvements completed by the City of Ashland.

- a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.

- b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.
- c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.
- d) The City of Ashland's utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).
- e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to special assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.
- f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.



ARTICLE 602 – CONCRETE SIDEWALKS AND MISCELLANEOUS CONCRETE

602.01 Description

This section describes constructing concrete sidewalks, loading zones, safety islands, and steps including landings, with or without reinforcement.

602.02 Materials

Use the appropriate grade of concrete to meet the requirements of the specifications.

Use cement conforming to ASTM specifications as follows:

- Type I Portland cement; ASTM C150
- Type II Portland cement; ASTM C150
- Type III Portland cement; ASTM C150, for high early strength

Concrete properties shall conform to section 416.02.1 and applicable WisDOT Standard Specifications.

Furnish cast iron detectable warning fields for curb pedestrian ramps under the Curb Ramp Detectable Warning Field bid item.

602.03 Construction

602.03.1 General

The Engineer will inspect concrete curb and gutter for transverse cracking 7 days after placement. If cracks exist the Engineer will determine if a transverse crack needs repair and the type of repair needed. The Contractor shall make the concrete repair as directed by the Engineer.

602.03.2 Preparing the Foundation

Prepare the foundation by excavating to the lines, grades, and cross section the plans show. Do not place any subbase or base materials before the Engineer has inspected the foundation. Make repairs to the foundation as directed by the Engineer.

Place and compact subbase and base materials to the thickness and section shown on the plans.

602.03.3 Forms

Use wood or metal forms straight and with sufficient strength to hold the freshly placed concrete in place. Wood forms shall be at least 2 inch nominal thickness. Forms shall be the full depth of the required curb and gutter. For curves 100-foot radius or less, use flexible or curved forms of proper radius. Clean and oil all forms before placing concrete against them.

602.03.4 Placing Concrete

The Engineer shall be notified to inspect the form work, foundation, and reinforcement if required, prior to placing any concrete. Place the concrete on a moist foundation, deposit to the required depth, and consolidate sufficiently to bring the mortar to the surface. Strike off and finish the concrete surface to a true and even surface.

If the Engineer allows, the Contractor may construct concrete sidewalks with suitable slip form equipment.

Construct curb ramps at the locations and conforming to the details and dimensions the plans show. Install detectable warning fields for curb ramps conforming to manufacturer recommended procedures.

602.03.5 Reinforcement

If required, use reinforcement conforming to, and place it as specified on the plans.

602.03.6 Joints

For sidewalks of uniform width, construct transverse contraction joints, spaced evenly apart, the same width of the sidewalk, plus or minus 3 inches and not spaced more than 12 feet apart. For sidewalks wider than 10 feet place a contraction joint down the center line of the sidewalk for the full length.

Construct contraction joints as follows:

1. With a pointed trowel or other suitable tool at least 1 inch deep and 1/4 inch wide; then edge finish the joint.
2. Using metal slab division forms extending to the concrete's full depth.
3. By sawing the concrete to a depth of at least 1 inch and approximately 1/8 inch wide.

Place 1/2 inch transverse expansion joint filler at the following locations:

- Through the sidewalk at uniform intervals not greater than 96 feet apart.
- Between the sidewalk and back of abutting parallel curb
- Between sidewalk approaches and back of curb
- Between sidewalk and abutting concrete driveways and approaches

Place 1" expansion joint filler between sidewalk and buildings and other rigid structures

Place full depth expansion joints in curb, gutter, or curb and gutter constructed next to asphalt pavement. Locate the joints at the beginning and end of all radiuses, on each side of every curb inlet 3 feet from the inlet, but no closer than 6 feet from another joint, and at a maximum spacing of 300 feet. Use 3/4 inch expansion joint filler.

Round all un-sawed joint edges and concrete edges with a 1/2 inch radius edger.

602.03.7 Protecting and Curing

Erect and maintain suitable barricades, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service. Do not open concrete to traffic until the Engineer approves.

Repair or replace damaged concrete as the Engineer directs.

Protect the concrete from rain damage by covering with plastic or other Engineer approved material secured along the pavement edges. Provide drainage as needed to protect the work.

Maintain adequate moisture throughout the concrete mass to support hydration until the concrete develops sufficient strength to open it to service. Cure by one of the following methods:

4. Method A:

Curing Compound: Use a liquid curing compound conforming to ASTM C309, type 1-D, clear or translucent.

After finishing operations and as soon as the free water disappears, spray the concrete surface with a uniform coating of curing compound. Seal moisture in the concrete by applying a continuous water impermeable film on all exposed concrete surfaces including exposed sides. Apply the curing compound uniformly at a minimum rate of 150 square feet per gallon. If the curing compound is damaged within 72 hours after application, immediately recoat the affected area.

5. Method B: Impervious Sheeting

As soon as the concrete receives a finish and hardens sufficiently to prevent excessive marring, cover all exposed concrete surfaces with polyethylene sheeting. Use plastic sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.

Provide sufficient material to cover all exposed surfaces and edges, with enough excess to hold the material securely in place by weighting or an alternate anchoring method.

Maintain the sheeting in place until the concrete conforms to the opening criteria.

Other curing methods may be used when so approved by the Engineer.

602.03.8 Protecting in Cold Weather

The Contractor is responsible for the quality of the concrete placed in cold weather. Take precautions necessary for to prevent the freezing of the concrete until it has developed sufficient strength to open it to service. Remove or replace frost damaged concrete.

No concrete placement will be allowed when the air temperature is less 35 degrees and expected to descend. The temperature of the concrete at time of placement must be at or above 50 degrees.

Do not heat the cement, add salt or chemical admixtures to the concrete mix to prevent freezing, or place concrete on a frozen foundation.

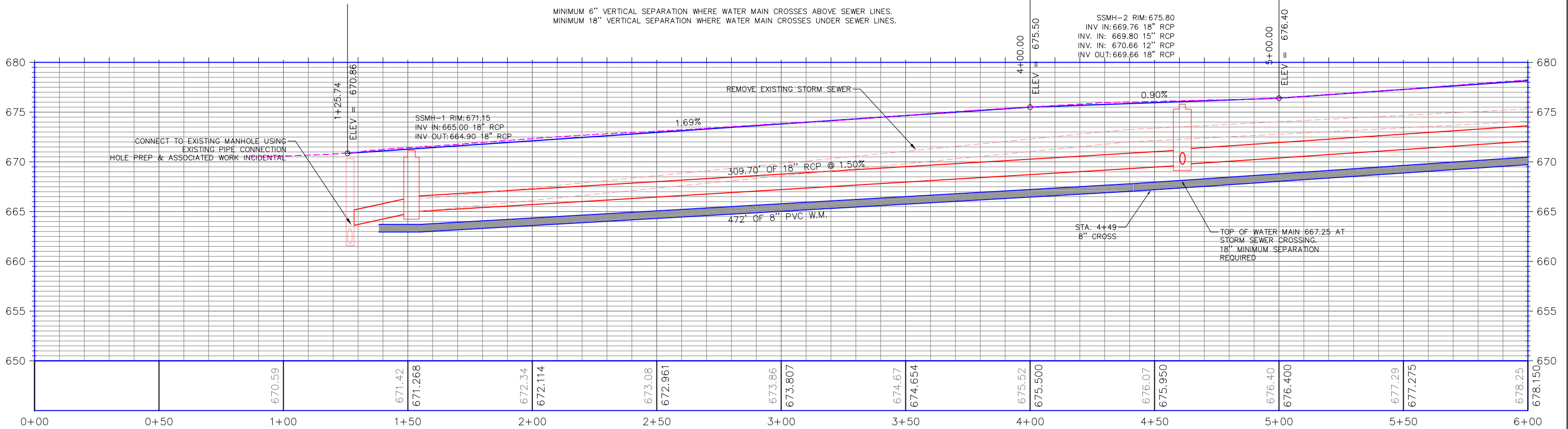
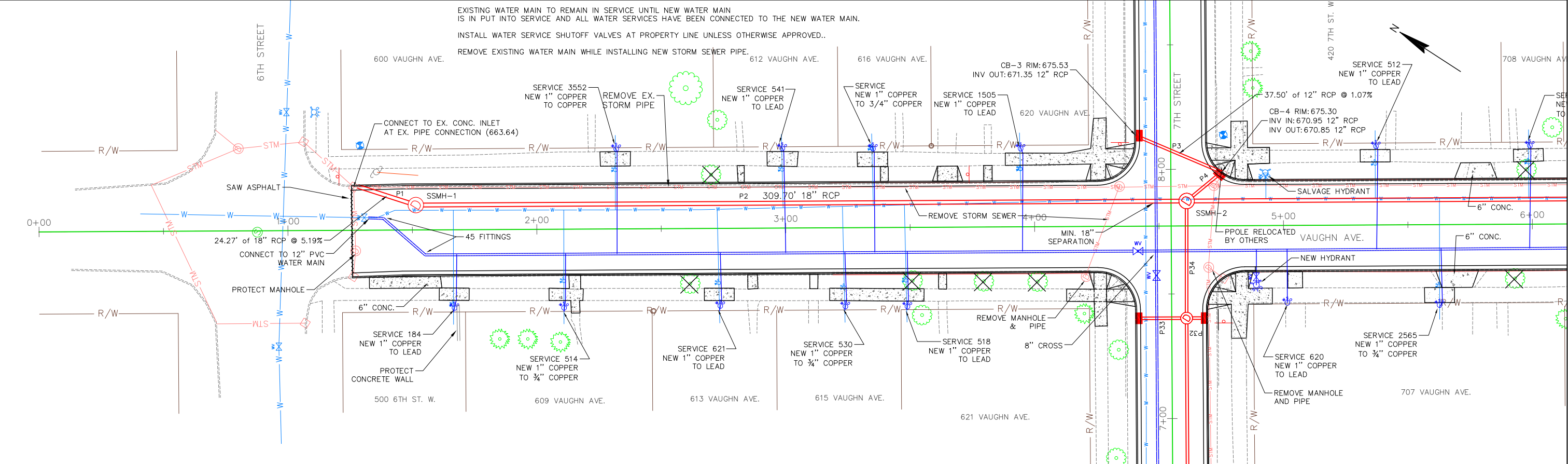
602.04 Measurement and Payment

The City will pay for measured quantities of work under this bid item at the contract unit price of the work acceptably completed.

Payment shall be full compensation for all foundation excavation (if not paid for separately), and preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints, for placing, finishing, protecting, and

curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site

Crack repairs shall be paid for at the Contractors expense when it is evident that the crack development was due to non-compliance with the plans and specifications.



VAUGHN AVENUE

DRAWN BY: DPM

CHECKED BY: _____

APPROVED BY: _____

DATE: 1/6/2020

DATE: _____

DATE: _____

REVISION NO.

DATE

SCALE:

H: 1"= 40'

V: 1"=10'

THIS PLAN/MAP AND THE CORRESPONDING CAD DRAFTING FILE ARE GRAPHIC REPRESENTATIONS OF THE PROJECT FEATURES COMPILED FROM THE BEST AVAILABLE INFORMATION. ANY USE OR REUSE OF THIS INFORMATION FOR PURPOSES OTHER THAN THE ORIGINAL PROJECT IS DONE AT THE SOLE RISK OF THOSE PERFORMING THE USE OR REUSE. ANYONE USING THIS INFORMATION ON SUBSEQUENT PROJECTS SHALL ASSUME TOTAL RESPONSIBILITY FOR THE USE.

Find yourself next to the water.

ASHLAND

City of Ashland

Department of Public Works

Engineering Division

2020 ROAD RECONSTRUCTION PROJECT

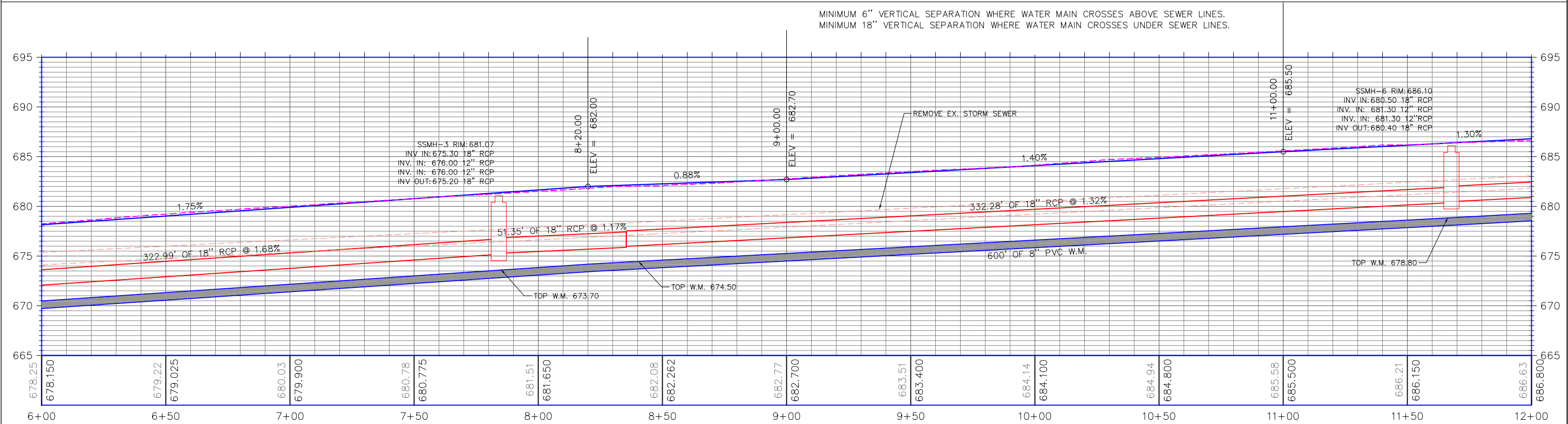
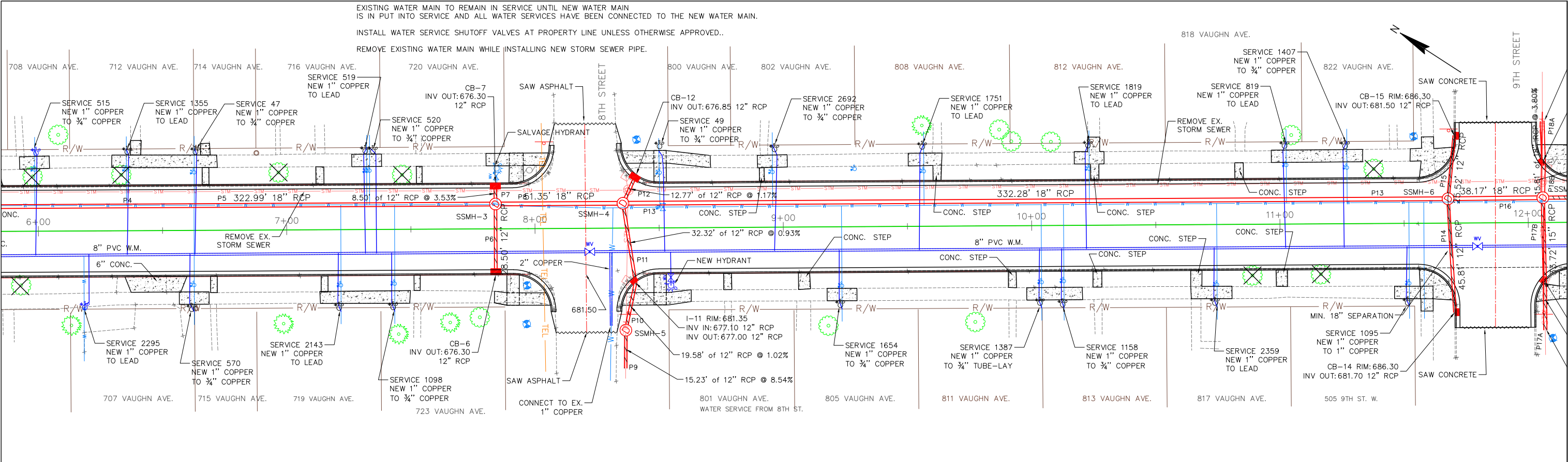
1. VAUGHN AVENUE (6TH STREET-11TH STREET)

2. 7TH STREET (CHAPPLE AVENUE-4TH AVENUE WEST)

PLAN AND PROFILE - VAUGHN AVENUE

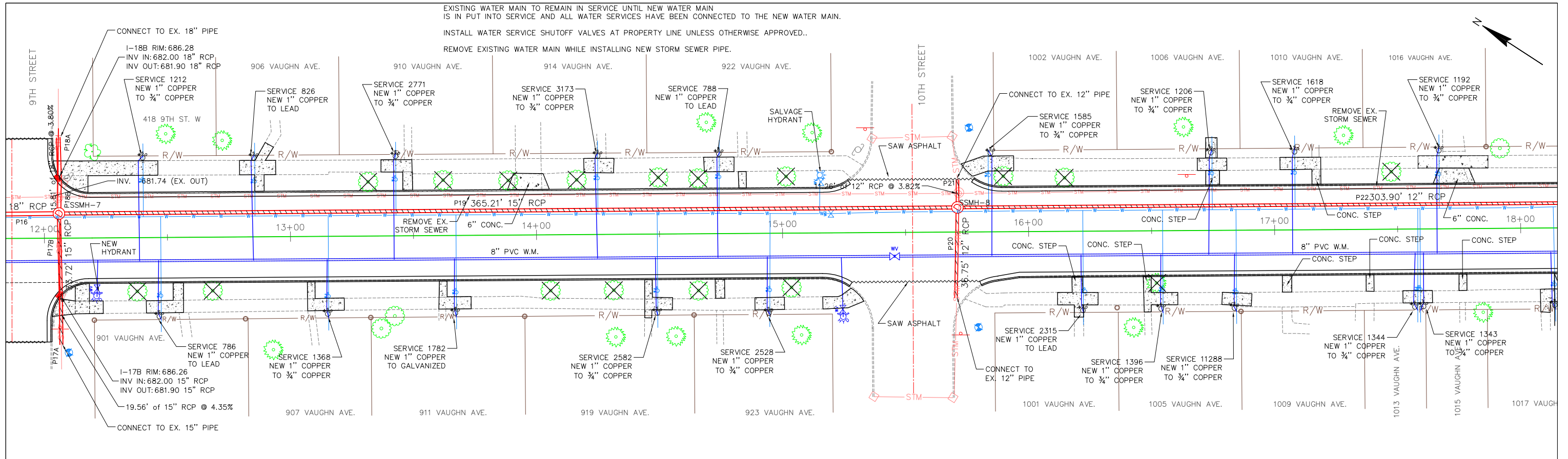
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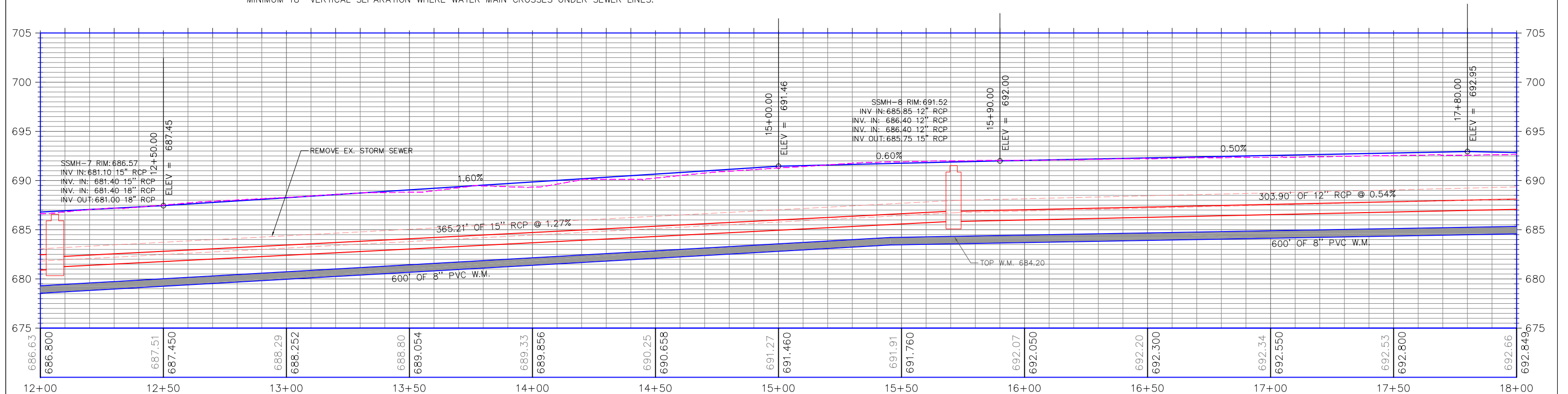


VAUGHN AVENUE

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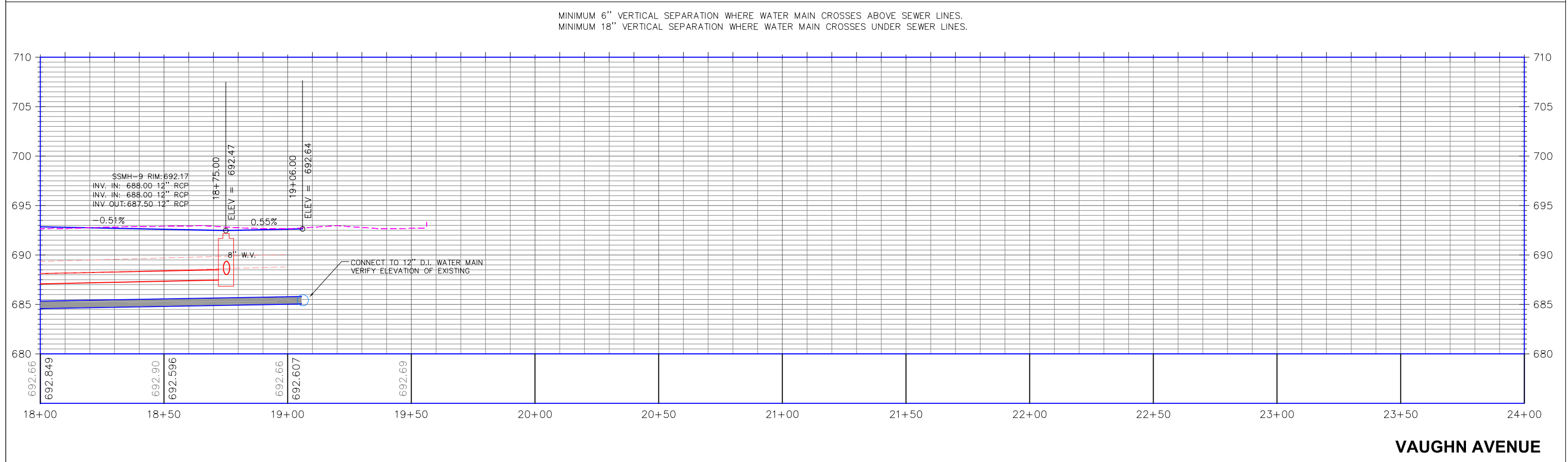
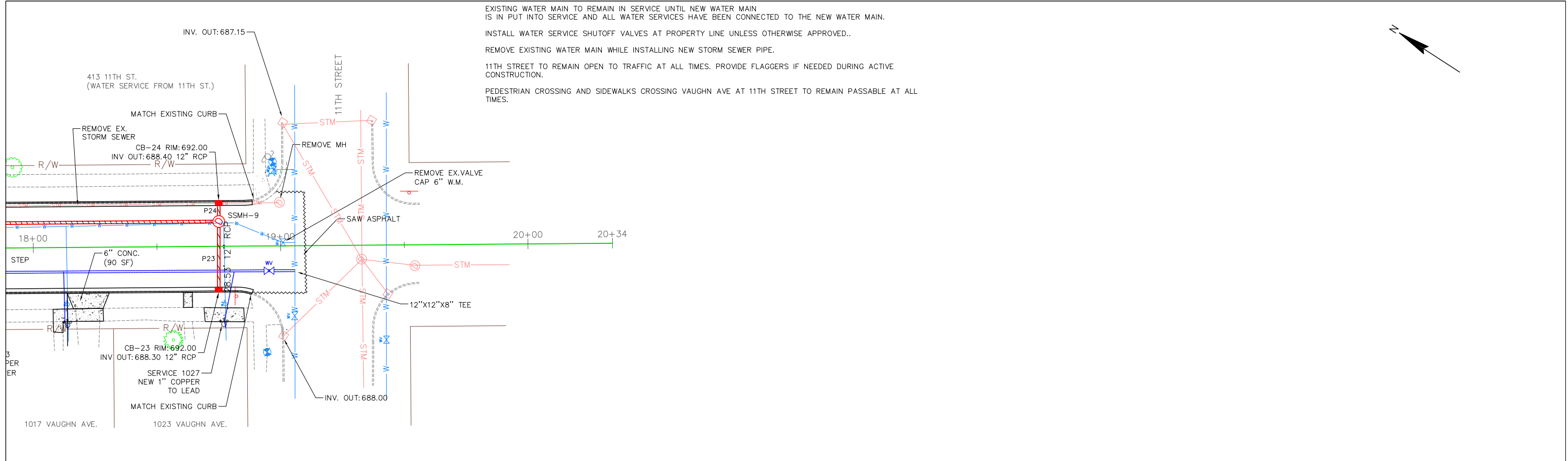


MINIMUM 6" VERTICAL SEPARATION WHERE WATER MAIN CROSSES ABOVE SEWER LINES.
MINIMUM 18" VERTICAL SEPARATION WHERE WATER MAIN CROSSES UNDER SEWER LINES.

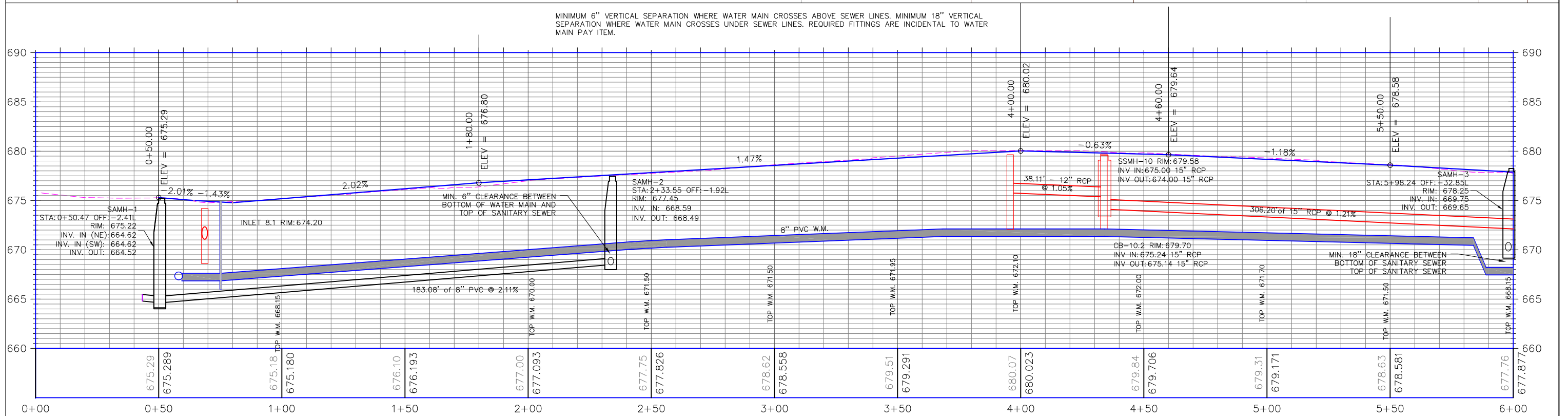
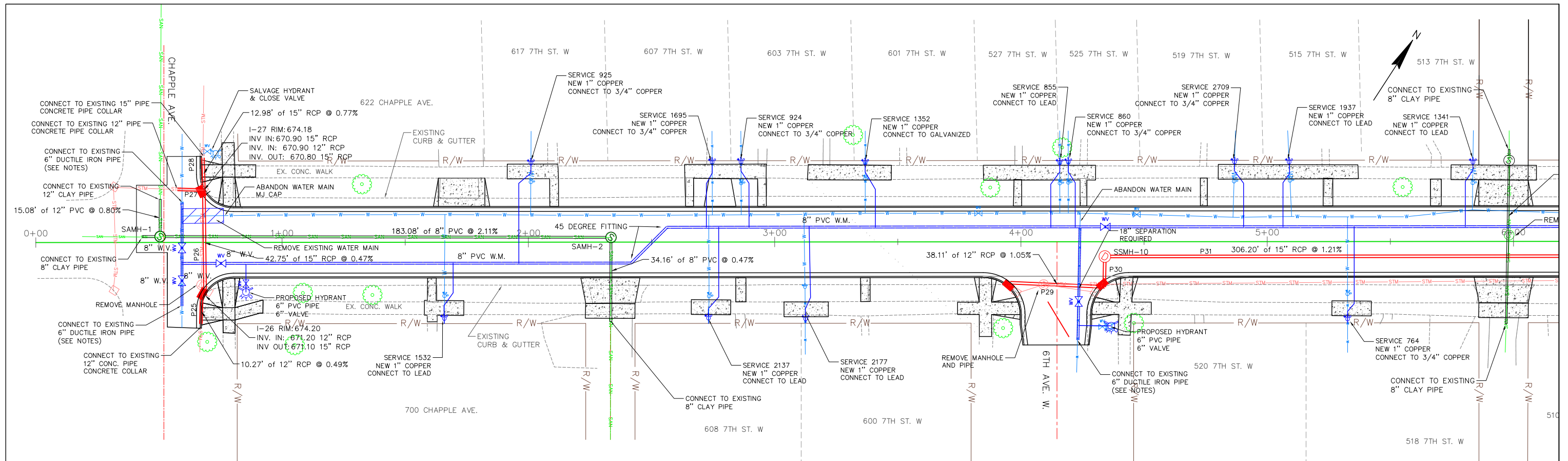


VAUGHN AVENUE

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7TH STREET WEST

DRAWN BY: <u>DPM</u> DATE: <u>1/6/2020</u>	<table><tr><th>REVISION NO.</th><th>DATE</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	REVISION NO.	DATE					SCALE: H: 1"= 40' V: 1"=10'	THIS PLAN/MAP AND THE CORRESPONDING CAD DRAFTING FILE ARE GRAPHIC REPRESENTATIONS OF THE PROJECT FEATURES COMPILED FROM THE BEST AVAILABLE INFORMATION. ANY USE OR REUSE OF THIS INFORMATION FOR PURPOSES OTHER THAN THE ORIGINAL PROJECT IS DONE AT THE SOLE RISK OF THOSE PERFORMING THE USE OR REUSE. ANYONE USING THIS INFORMATION ON SUBSEQUENT PROJECTS SHALL ASSUME TOTAL RESPONSIBILITY FOR THE USE.	Find yourself next to the water. ASHLAND  City of Ashland Department of Public Works Engineering Division	2020 ROAD RECONSTRUCTION PROJECT 1. VAUGHN AVENUE (6TH STREET-11TH STREET) 2. 7TH STREET (CHAPPLE AVENUE-4TH AVENUE WEST) PLAN AND PROFILE - 7TH STREET
REVISION NO.		DATE									
CHECKED BY: _____ DATE: _____											
APPROVED BY: _____ DATE: _____											

Schedule B

VAUGHN AVE & 7TH ST W SIDEWALK SPECIAL ASSESSMENT
OPINION OF PROBABLE COSTS - 2/7/20

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Detectable Warning Field	399	SF	\$ 45.00	\$ 17,955.00
2	Restoration	827	SY	\$ 2.25	\$ 1,860.53
3	Remove Sidewalk	8269	SF	\$ 0.51	\$ 4,217.19
4	Saw Cutting	1023	LF	\$ 2.50	\$ 2,557.54
A. SIDEWALK CONSTRUCTION ASSOCIATED COSTS					\$ 26,590.26
5	4-IN Concrete Sidewalk	7544	SF	\$ 4.40	\$ 33,193.60
6.	6-IN Concrete Sidewalk	232	SF	\$ 5.40	\$ 1,252.80
7	8-IN Concrete Sidewalk	493	SF	\$ 6.40	\$ 3,155.20
B. SIDEWALK INSTALLATION COST					\$ 37,601.60
8.	Engineering & Construction Admin. (5%)				\$ 3,209.59
C. ENGINEERING & ADMIS. COSTS					\$ 3,209.59
TOTAL ESTIMATED COST A+B+C					\$ 67,401.45

VAUGHN AVE & 7TH ST W SIDEWALK SPECIAL ASSESSMENT
PRELIMINARY COST PER SQUARE FOOT CALCULATION

	4" Concrete (ft²)	6" Concrete (ft²)	8" Concrete (ft²)
Projected Unit Bid Cost	\$4.40	\$5.40	\$6.40
Associated Construction	\$3.21	\$3.21	\$3.21
Administration & Engineering (5%)	\$0.39	\$0.39	\$0.39
Price Per SF	\$8.00	\$9.00	\$10.00
40% Assessment	\$3.20	\$3.60	\$4.00

SCHEDULE C - SCHEDULE OF PROPOSED SIDEWALK SPECIAL ASSESSMENTS
ON THE VAUGHN AVENUE & 7TH ST W RECONSTRUCTION PROJECT

PROPERTY OWNERSHIP DATA					FLANKAGE CREDIT CALCULATIONS			SPECIAL ASSESSMENT ESTIMATED QUANTITIES						SPECIAL ASSESSMENT CALCULATIONS						
PIN	Owner	Owner Address	CityStateZip	PropertyAddress	Flankage Length	Flankage Width	Flankage SqFt	4 Inch Length	4 Inch Width	4 Inch SqFt	6 Inch Length	6 Inch Width	6 Inch SqFt	4 Inch Cost Per SqFt	Est. 4 Inch Cost	6 Inch Cost Per SqFt	Est. 6 Inch Cost	Est. Total Cost	Property Owner Cost (40%)	City Cost (60%)
201022330000	2J ENTERPRISES LLC	1013 6TH AVE W	ASHLAND, WI 54806	620 VAUGHN AVE	12	5	61	34	5	171				\$8.00	\$1,371.69	\$9.00	\$0.00	\$1,371.69	\$548.68	\$823.01
201022340000	JOSEPH SEEGER	805 PRENTICE AVE	ASHLAND, WI 54806	413 7TH ST W				67	5	337				\$8.00	\$2,699.75	\$9.00	\$0.00	\$2,699.75	\$1,079.90	\$1,619.85
201022350000	WALLEYE PROPERTY MANAGEMENT, LLC	1019 THIRD AVE W	ASHLAND, WI 54806	616 VAUGHN AVE				12	5	61				\$8.00	\$487.80	\$9.00	\$0.00	\$487.80	\$195.12	\$292.68
201022360000	TIMOTHY S. BRATLEY TRUST AGREEMENT	2900 JUNCTION RD	ASHLAND, WI 54806	612 VAUGHN AVE				12	5	61				\$8.00	\$491.62	\$9.00	\$0.00	\$491.62	\$196.65	\$294.97
201022370000	NORTHWEST WI COMMUNITY SERVICES AGENCY,	1118 TOWER AVE	SUPERIOR, WI 54880	600 VAUGHN AVE				12	5	61				\$8.00	\$485.05	\$9.00	\$0.00	\$485.05	\$194.02	\$291.03
201022410000	THOMAS & SUSAN GRAHEK	409 7TH ST W	ASHLAND, WI 54806	409 7TH ST W				16	5	80				\$8.00	\$640.06	\$9.00	\$0.00	\$640.06	\$256.03	\$384.04
201022420000	SHAWN THAYER	1402 LAKE SHORE DR E	ASHLAND, WI 54806	405 7TH ST W				14	5	71	9	5	45	\$8.00	\$566.80	\$9.00	\$406.85	\$973.65	\$389.46	\$584.19
201022430000	CURTIS DEERING	330 E 5TH ST	OWEN, WI 54460	401 7TH ST W	10	5	48	8	5	42				\$8.00	\$335.78	\$9.00	\$0.00	\$335.78	\$134.31	\$201.47
201022500000	MICHAEL COMER	621 VAUGHN AVE	ASHLAND, WI 54806	621 VAUGHN AVE	13	5	66	21	5	105				\$8.00	\$837.12	\$9.00	\$0.00	\$837.12	\$334.85	\$502.27
201022510000	KATE ULLMAN	1222 9TH AVE W	ASHLAND, WI 54806	615 VAUGHN AVE				28	5	140				\$8.00	\$1,121.55	\$9.00	\$0.00	\$1,121.55	\$448.62	\$672.93
201022520000	LANDMARK REAL ESTATE MANAGEMENT, LLC	200 CHAPPLE AVE	ASHLAND, WI 54806	613 VAUGHN AVE				12	5	60				\$8.00	\$480.47	\$9.00	\$0.00	\$480.47	\$192.19	\$288.28
201022530000	TRIANGLE HOLDINGS, LLC	916 6TH AVE W	ASHLAND, WI 54806	609 VAUGHN AVE				14	5	68				\$8.00	\$547.37	\$9.00	\$0.00	\$547.37	\$218.95	\$328.42
201022540000	TRIANGLE HOLDINGS, LLC	916 6TH AVE W	ASHLAND, WI 54806	500 6TH ST W	12	5	60							\$8.00	\$0.00	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00
201022620000	MARK VALIN	3101 S LENOIR ST	LAS VEGAS, NV 89135	608 7TH ST W				23	5	117				\$8.00	\$937.27	\$9.00	\$0.00	\$937.27	\$374.91	\$562.36
201022630000	DEBORAH KMETZ	600 7TH ST W	ASHLAND, WI 54806	600 7TH ST W	9	5	45	19	5	97				\$8.00	\$775.61	\$9.00	\$0.00	\$775.61	\$310.25	\$465.37
201022690000	GLENN O. SWANSON	518 7TH ST W	ASHLAND, WI 54806	518 7TH ST W				16	5	80				\$8.00	\$640.02	\$9.00	\$0.00	\$640.02	\$256.01	\$384.01
201022700000	LLOYD & VICKI SWANSON	1412 SAWMILL CREEK RD	SITKA, AK 99835	520 7TH ST W	8	5	42	8	5	40				\$8.00	\$319.71	\$9.00	\$0.00	\$319.71	\$127.88	\$191.83
201022710000	NOEL VILLAVERDE	723 VAUGHN AVE	ASHLAND, WI 54806	723 VAUGHN AVE				18	5	90				\$8.00	\$719.74	\$9.00	\$0.00	\$719.74	\$287.90	\$431.84
201022720000	ROSEANN LATHE	8019 HAYES ST NE	SPRING LAKE PARK, MN 55432	719 VAUGHN AVE				23	5	116				\$8.00	\$931.06	\$9.00	\$0.00	\$931.06	\$372.42	\$558.63
201022730000	DANIEL & SANDRA DUGGER	67560 W CRYSTAL LAKE RD	IRON RIVER, WI 54847	715 VAUGHN AVE				7	5	35				\$8.00	\$281.52	\$9.00	\$0.00	\$281.52	\$112.61	\$168.91
201022740000	FIRST ENGLISH LUTHERAN CHURCH	701 VAUGHN AVE	ASHLAND, WI 54806	701 VAUGHN AVE				5	5	25				\$8.00	\$198.50	\$9.00	\$0.00	\$198.50	\$79.40	\$119.10
201022750000	FIRST ENGLISH LUTHERAN CHURCH	707 VAUGHN AVE	ASHLAND, WI 54806	707 VAUGHN AVE	14	5	68	22	5	108				\$8.00	\$866.68	\$9.00	\$0.00	\$866.68	\$346.67	\$520.01
201022760000	D'ANNA ZAKOVEC JULIAN PROPERTIES LLC	39630 STATE HWY 13	HIGHBRIDGE, WI 54846	510 7TH ST W				16	5	80				\$8.00	\$640.40	\$9.00	\$0.00	\$640.40	\$256.16	\$384.24
201022770000	JOSEPH HARMON	720 VAUGHN AVE	ASHLAND, WI 54806	720 VAUGHN AVE				11	5	55				\$8.00	\$440.64	\$9.00	\$0.00	\$440.64	\$176.25	\$264.38
201022780000	WILLIAM & NANCY KOVAL	716 VAUGHN AVE	ASHLAND, WI 54806	716 VAUGHN AVE				10	5	52				\$8.00	\$413.68	\$9.00	\$0.00	\$413.68	\$165.47	\$248.21
201022790000	MARK & KAREN HOGLUND	49244 STATE HWY 13	ASHLAND, WI 54806	714 VAUGHN AVE				10	5	52				\$8.00	\$417.41	\$9.00	\$0.00	\$417.41	\$166.96	\$250.45
201022800000	JASON A. RADOSEVICH	712 VAUGHN AVENUE	ASHLAND, WI 54806	712 VAUGHN AVE				32	5	160				\$8.00	\$1,278.25	\$9.00	\$0.00	\$1,278.25	\$511.30	\$766.95
201022810000	PAMELA SUKANEN	10950 S LONG LAKE RD	IRON RIVER, WI 54847	708 VAUGHN AVE				12	5	60				\$8.00	\$480.04	\$9.00	\$0.00	\$480.04	\$192.01	\$288.02
201022820000	XRISTOBAL RAMIREZ	420 7TH ST W	ASHLAND, WI 54806	420 7TH ST W	21	5	104	11	5	53				\$8.00	\$424.36	\$9.00	\$0.00	\$424.36	\$169.75	\$254.62
201022830000	JUNICE SORENSON	P.O. BOX 206	ASHLAND, WI 54806	414 7TH ST W				27	5	133				\$8.00	\$1,063.98	\$9.00	\$0.00	\$1,063.98	\$425.59	\$638.39
201022870000	KAY M. MONROE	400 7TH ST W	ASHLAND, WI 54806	400 7TH ST W	9	5	44	82	5	410				\$8.00	\$3,279.49	\$9.00	\$0.00	\$3,279.49	\$1,311.80	\$1,967.69
201022880000	LOIS COLEMAN	9275 BEALLS FARM RD	FREDERICK, MD 21704	410 7TH ST W				30	5	150				\$8.00	\$1,203.83	\$9.00	\$0.00	\$1,203.83	\$481.53	\$722.30
201025500000	ROBEN KALLIO	822 VAUGHN AVE	ASHLAND, WI 54806	822 VAUGHN AVE	5	5	23	30	5	151				\$8.00	\$1,205.19	\$9.00	\$0.00	\$1,205.19	\$482.08	\$723.11
201025510000	BRIAN & ANA TOCHTERMAN	818 VAUGHN AVE	ASHLAND, WI 54806	818 VAUGHN AVE				18	5	75				\$8.00	\$599.41	\$9.00	\$0.00	\$599.41	\$239.76	\$359.64
201025520000	TIMOTHY GRUBISIC	812 VAUGHN AVE	ASHLAND, WI 54806	812 VAUGHN AVE				12	5	60				\$8.00	\$480.03	\$9.00	\$0.00	\$480.03	\$192.01	\$288.02
201025530000	TIMOTHY GRUBISIC	808 VAUGHN AVENUE	ASHLAND, WI 54806	808 VAUGHN AVE				14	5	68				\$8.00	\$541.42	\$9.00	\$0.00	\$541.42	\$216.57	\$324.85
201025550000	GRUBISIC PROPERTIES, LLC	808 VAUGHN AVE	ASHLAND, WI 54806	802 VAUGHN AVE				12	5	60				\$8.00	\$480.02	\$9.00	\$0.00	\$480.02	\$192.01	\$288.01
201025560000	GAIL WELLING	800 VAUGHN AVE	ASHLAND, WI 54806	800 VAUGHN AVE				18	5	90				\$8.00	\$718.26	\$9.00	\$0.00	\$718.26	\$287.30	\$430.96
201025670000	CHRISTOPHER & MARY GONDERZIK	505 9TH ST W	ASHLAND, WI 54806	505 9TH ST W	10	5	52	5	5	25				\$8.00	\$197.15	\$9.00	\$0.00	\$197.15	\$78.86	\$118.29
201025671000	JOHN R HOPKINS	PO BOX 82	WASHBURN, WI 54891	817 VAUGHN AVE				17	5	83				\$8.00	\$660.73	\$9.00	\$0.00	\$660.73	\$264.29	\$396.44
201025680000	ANA TOCHTERMAN	818 VAUGHN AVE	ASHLAND, WI 54806	813 VAUGHN AVE				18	5	88				\$8.00	\$703.04	\$9.00	\$0.00	\$703.04	\$281.22	\$421.83
201025690000	ANNA M NEUMANN	811 VAUGHN AVE	ASHLAND, WI 54806	811 VAUGHN AVE				5	5	24				\$8.00	\$193.41	\$9.00	\$0.00	\$193.41	\$77.36	\$116.05
201025700000	GENE P. BRINKER	805 VAUGHN AVE	ASHLAND, WI 54806	805 VAUGHN AVE				12	5	60				\$8.00	\$480.02	\$9.00	\$0.00	\$480.02	\$192.01	\$288.01
201025710000	MATTSON PROPERTIES, LLC	P.O. BOX 502	ASHLAND, WI 54806	801 VAUGHN AVE				10	5	50				\$8.00	\$403.65	\$9.00	\$0.00	\$403.65	\$161.46	\$242.19
201026080000	GREG M. KAUPPILA	923 VAUGHN AVENUE	ASHLAND, WI 54806	923 VAUGHN AVE				17	5	85				\$8.00	\$676.53	\$9.00	\$0.00	\$676.53	\$270.61	\$405.92
201026090000	RANDY & LISA LARSON	66468 BAYFRONT RD	ASHLAND, WI 54806	919 VAUGHN AVE				11	5	57				\$8.00	\$453.21	\$9.00	\$0.00	\$453.21	\$181.28	\$271.92
201026100000	STEVEN PRUESS	911 VAUGHN AVE	ASHLAND, WI 54806	911 VAUGHN AVE				13	5	65				\$8.00	\$523.70	\$9.00	\$0.00	\$523.70	\$209.48	\$314.22
201026110000	EDWARD & JOANNE BEEBE	901 VAUGHN AVE	ASHLAND, WI 54806	907 VAUGHN AVE				15	5	75				\$8.00	\$597.82	\$9.00	\$0.00	\$597.82	\$239.13	\$358.69
201026120000	EDWARD & JOANNE BEEBE	901 VAUGHN AVE	ASHLAND, WI 54806	901 VAUGHN AVE				21	5	103				\$8.00	\$822.23	\$9.00	\$0.00	\$822.23	\$328.89	\$493.34
201026130000	ANDREA FISK	922 VAUGHN AVE	ASHLAND, WI 54806	922 VAUGHN AVE				12	5	61				\$8.00	\$488.74	\$9.00	\$0.00	\$488.74	\$195.50	\$293.25
201026140000	ASHLAND HOUSING AUTHORITY	319 CHAPPLE AVE	ASHLAND, WI 54806	914 VAUGHN AVE				12	5	61				\$8.00	\$485.39	\$9.00	\$0.00	\$485.39	\$194.15	\$291.23
201026150000	CARL CLAREMBOUX	910 VAUGHN AVE	ASHLAND, WI 54806	910 VAUGHN AVE				13	5	63				\$8.00	\$504.99	\$9.00	\$0.00	\$504.99	\$202.00	\$303.00
201026160000	KATRINA M. BURHO	906 VAUGHN AVE	ASHLAND, WI 54806	906 VAUGHN AVE				15	5	73				\$8.00	\$586.88	\$9.00	\$0.00	\$586.88	\$234.75	\$352.13
201026170000	ASHLAND HOUSING AUTHORITY	319 CHAPPLE AVE	ASHLAND, WI 54806	418 9TH ST W				28	5	142				\$8.00	\$1,136.72	\$9.00	\$0.00	\$1,136.72	\$454.69	\$682.03
201027850000	CODY A. WHITE	1016 VAUGHN AVE	ASHLAND, WI 54806	1016 VAUGHN AVE				28	5	142				\$8.00	\$1,136.89	\$9.00	\$0.00	\$1,136.89	\$454.75	\$682.13
201027860000	LARRY ROSS	1010 VAUGHN AVE	ASHLAND, WI 54806	1010 VAUGHN AVE				17	5	83				\$8.00	\$662.34	\$9.00	\$0.00	\$662.34	\$264.94	\$397.41
201027870000	ROY GRANDE	1006 VAUGHN AVENUE	ASHLAND, WI 54806	1006 VAUGHN AVE				12	5	60				\$8.00	\$480.02	\$9.00	\$0.00	\$480.02	\$192.01	\$288.01
201027880000	ASHLAND AREA PROPERTY MANAGEMENT LLC	1003 2ND AVE W	ASHLAND, WI 54806	1002 VAUGHN AVE				10	5	52				\$8.00	\$418.21	\$9.00	\$0.00	\$418.21	\$167.28	\$250.92
201027990000	LAWRENCE CICERO	P.O. BOX 722	ASHLAND, WI 54806	1023 VAUGHN AVE				16	5	80				\$8.00	\$639.41	\$9.00	\$0.00	\$639.41	\$255.76	\$383.64
201028010000	VINCE HIRTH	29828 MEADOW DR	BURLINGTON, WI 53105	1017 VAUGHN AVE				8	5	41	12	5	60	\$8.00	\$328.50	\$9.00	\$541.91	\$870.41	\$348.16	\$522.25
201028020000	LAWRENCE CICERO	65736 LAKE PARK RD	ASHLAND, WI 54806	1015 VAUGHN AVE				4	5	20				\$8.00	\$156.58	\$9.00	\$0.00	\$156.58	\$62.63	\$93.95

201028030000	RITA MCCARTHY	1013 VAUGHN AVE	ASHLAND, WI 54806	1013 VAUGHN AVE		8	5	40		\$8.00	\$323.49	\$9.00	\$0.00	\$323.49	\$129.39	\$194.09
201028040000	JOHN M. & DEBORAH J. HAGAN	1009 VAUGHN AVENUE	ASHLAND, WI 54806	1009 VAUGHN AVE		6	5	28		\$8.00	\$222.28	\$9.00	\$0.00	\$222.28	\$88.91	\$133.37
201028050000	JOSEPH & KRISTI SCHIAVONE	1005 VAUGHN AVE	ASHLAND, WI 54806	1005 VAUGHN AVE		20	5	101		\$8.00	\$810.55	\$9.00	\$0.00	\$810.55	\$324.22	\$486.33
201028060000	RUIQIANG CAO	1001 VAUGHN AVENUE	ASHLAND, WI 54806	1001 VAUGHN AVE		16	5	82		\$8.00	\$658.99	\$9.00	\$0.00	\$658.99	\$263.59	\$395.39
201044290000	DAVID & KATHERINE SIEGLER	700 CHAPPLE AVE	ASHLAND, WI 54806	700 CHAPPLE AVE	28 5 139	5	5	26		\$8.00	\$208.63	\$9.00	\$0.00	\$208.63	\$83.45	\$125.18
201045100000	LARRY E. CICERO	65736 LAKE PARK RD	ASHLAND, WI 54806	622 CHAPPLE AVE	8 5 42	9	5	45		\$8.00	\$359.50	\$9.00	\$0.00	\$359.50	\$143.80	\$215.70
201045120000	THOMAS Z BOLKA	617 7TH ST W	ASHLAND, WI 54806	617 7TH ST W		21	5	104		\$8.00	\$828.45	\$9.00	\$0.00	\$828.45	\$331.38	\$497.07
201045130000	SUSAN M. BUTTERFIELD	607 7TH ST W	ASHLAND, WI 54806	607 7TH ST W		10	5	49	8 5 42	\$8.00	\$394.41	\$9.00	\$377.78	\$772.19	\$308.88	\$463.32
201045140000	KIMBERLY NEWMAN	39630 ASHLAND BAYFIELD RD	MASON, WI 54856 4058	603 7TH ST W		32	5	162		\$8.00	\$1,299.91	\$9.00	\$0.00	\$1,299.91	\$519.96	\$779.95
201045150000	LYNDLE & SHIRLEY COLLINS	5850 WHISPERING WAY	LOVES PARK, IL 61111	601 7TH ST W		16	5	81		\$8.00	\$650.06	\$9.00	\$0.00	\$650.06	\$260.02	\$390.04
201045160000	MARY HELEN ASBACH	527 7TH ST W	ASHLAND, WI 54806	527 7TH ST W		28	5	142		\$8.00	\$1,133.91	\$9.00	\$0.00	\$1,133.91	\$453.56	\$680.34
201045170000	ELIZABETH J. MADSEN-GENSZLER	525 7TH ST W	ASHLAND, WI 54806	525 7TH ST W		17	5	86		\$8.00	\$687.62	\$9.00	\$0.00	\$687.62	\$275.05	\$412.57
201045180000	GEORGE & CAROL RYDBERG	1013 6TH AVE W	ASHLAND, WI 54806	519 7TH ST W		17	5	86		\$8.00	\$689.61	\$9.00	\$0.00	\$689.61	\$275.84	\$413.77
201045190000	DEVONNA J. DEVOY	513 7TH ST W	ASHLAND, WI 54806	513 7TH ST W		11	5	57		\$8.00	\$454.71	\$9.00	\$0.00	\$454.71	\$181.88	\$272.83
201045200000	WILLIAM CLARK	515 7TH ST W	ASHLAND, WI 54806	515 7TH ST W		40	5	198		\$8.00	\$1,582.01	\$9.00	\$0.00	\$1,582.01	\$632.80	\$949.20

RESOLUTION

No. 17543

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. §66.0703, WI STATE STATUTE FOR
THE VAUGHN AVENUE AND 7TH STREET WEST RECONSTRUCTION AND UTILITY
REPLACEMENT PROJECT**

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Concrete Sidewalk Installation and Replacement

2. The property to be assessed lies within the following described assessment district:

- a. All properties adjacent to Vaughn Avenue from 6th Street to 11th Street, City of Ashland, Ashland County, Wisconsin.
- b. All properties adjacent to Seventh Street West from Fourth Avenue to Chapple Avenue, City of Ashland, Ashland County, Wisconsin.

3. The total amount assessed against the properties in the described assessment district shall not exceed 40% of the cost of the improvements.

4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

5. The City Public Works Department shall prepare a report which shall consist of:

- a. Preliminary plans and specifications for the improvements.
- b. An estimate of the entire cost of the proposed improvements.
- c. A statement that the property against which the assessment are proposed will be benefitted.
- d. Schedule of proposed assessments

6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if State property is to be assessed, shall mail a copy of the report to the responsible State agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.

7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof,) the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

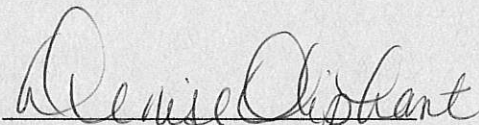
8. The hearing shall be held at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than 10 days nor more than 40 days after publication.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in Paragraph 7, above.

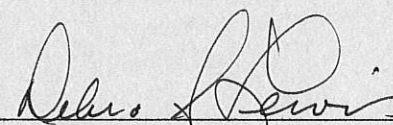


Council Person

PASSED: January 14, 2020

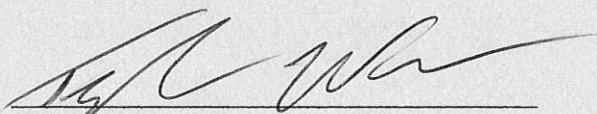
ATTEST: 

Denise Oliphant, City Clerk



Debra S. Lewis, Mayor

APPROVED AS TO FORM:



Tyler W. Wickman, City Attorney

SUBJECT: Approve Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the Vaughn Avenue & 7th Street West Reconstruction and Utility Replacement Project (*Public Works*) Voice

RECOMMENDATION: Approval of the final resolution authorizing public improvement and levying special assessments against benefited property in the City of Ashland, Ashland County, Wisconsin for the Vaughn Ave and 7th St W Reconstruction and Utility Replacement Project

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Department
City Attorney

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

After Council has heard from citizens during the public hearing, Council needs to direct staff to make any appropriate changes to the assessment report and pass the final resolution authorizing public improvement and levying special assessments against benefited property in the City of Ashland, Ashland County, Wisconsin

Approval of the final resolution authorizing public improvement and levying special assessments against benefited property in the City of Ashland, Ashland County, Wisconsin for the Vaughn Avenue & 7th Street West Reconstruction and Utility Replacement Project.

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY IN THE CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN FOR THE VAUGHN & 7TH STREET WEST RECONSTRUCTION AND UTILITY REPLACEMENT PROJECT

WHEREAS, the Common Council for the City of Ashland, Ashland County, Wisconsin, held a Public Hearing at Ashland City Hall, 601 Main Street West, Ashland, Wisconsin, at 5:30 p.m. on February 25, 2020 for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Ashland Department of Public Works, including preliminary assessments against benefited property, and heard all persons who desired to speak at the hearing.

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Ashland determines as follows:

1. The report of the Ashland Department of Public Works, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.
2. The project engineer shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted.
3. The estimated cost of the sidewalk improvements is \$115,620.00, the total assessable costs are \$21,507.35, 40% shall be paid by special assessment against the property benefited as indicated in the report.
4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.
5. Assessments shall be due within 45 days of billing date. Assessments may be paid in cash or in twenty annual installments to the City of Ashland Treasurer. Installments shall be placed on the next tax roll after the due date for collection and the interest rate will be the true interest cost of the 2020 general obligation promissory note issue plus 1% per annum on the unpaid balance from January 1 of the year following the levy.
6. The City Clerk shall publish this resolution as a Class 1 notice under Ch. 985, Stats., and mail a copy of this resolution and a statement of the final assessment against the benefited property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland approve the final resolution authorizing public improvement and levying special assessment against benefitted properties in the City of Ashland, Ashland County, Wisconsin for the Vaughn Avenue & 7th Street West Reconstruction and Utility Replacement Project.

PASSED: February 25, 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 Accept the Workmanship of the Jamar Company and Approve Final Payment for the 2019 HVAC Improvements Contract for Public Works and Utility Buildings (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Department
Finance Department

EXHIBITS:

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

EXPENDITURES REQUIRED:	Public Works	\$90,909.04	Fund 450
	Waste Water Treatment Plant	\$104,168.82	Fund 690
	Water Treatment Plant	<u>\$22,405.14</u>	Fund 680
		\$217,483.00	

AMOUNT BUDGETED:	Bid Price	Contingency	Construction Price	
Public Works	\$83,247.08	\$8,324.71	\$91,571.79	Fund 450
Waste Water Treatment Plant	\$120,708.27	\$12,070.83	\$132,779.09	Fund 690
Water Treatment Plant	<u>\$13,527.65</u>	<u>\$1,352.77</u>	<u>\$14,880.42</u>	Fund 680
	\$217,483.00	\$21,748.30	\$239,231.30	

APPROPRIATION REQUIRED: \$7,724.72 Fund 680 Water Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 19, 2020, that The Jamar Company is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

On March 12, 2019, the Ashland Common Council approved to award the contract for this project to the low bidder, The Jamar Company. The work items completed under this project included the replacement of Heating, Ventilation and Air Conditioning (HVAC) units in seven different buildings within the Public Works Department, including the Public Works Facility, Water Treatment Plant, Utility Administrative Office and Shop Building, Wastewater Pretreatment Building, 6th Ave Lift Station, and Main Lift Station.

The HVAC improvements are intended to provide reliable service to these facilities for a 15-20 year service period and are expected to result in energy savings.

The work completed at the Public Works and Waste Water Facilities were completed within the budgeted amounts including contingency. The Water Utility portion of the project was under-estimated from a project accounting perspective and funds will have to be appropriated from the Water Utility budget. There were no issues with construction or changes resulting in additional project cost.

The Public Works Department recommends approval of the resolution to accept the workmanship of The Jamar Company, and to make the final payment of retainage due of \$10,874.15 for the 2019 HVAC Improvements Contract.

RESOLUTION TO ACCEPT THE WORKMANSHIP OF THE JAMAR COMPANY AND APPROVE OF FINAL PAYMENT FOR THE 2019 HVAC IMPROVEMENTS CONTRACT FOR PUBLIC WORKS AND UTILITY BUILDINGS

WHEREAS, the City of Ashland, hereinafter referred to as the City, and THE JAMAR COMPANY hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 450201801 2019 HVAC IMPROVEMENTS CONTRACT FOR PUBLIC WOKRS AND UTILITY BUILDINGS** in the City of Ashland, in accordance with plans and specifications prepared by the City's Consulting Engineer, Cedar Corporation, for the agreed price of \$217,483.00; and

WHEREAS, said total final contract price has been determined to be \$217,483.00 as computed by the Consulting Engineer, Cedar Corporation, 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 \$10,874.15 to the Contractor in full and final payment of the City's obligations under this contract.

PASSED: February 25, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

FINAL CONSTRUCTION REPORT

PROJECT: 2019 HVAC Improvements Contract for Public Works and Utility Buildings

SUBSTANTIAL COMPLETION DATE: July 26, 2019

REPORT DATE: February 18, 2020

CONTRACTOR: THE JAMAR COMPANY

Bid Amount:	\$ 217,483.00
Change Orders:	\$ 0
Net Quantity Variances:	<u>\$ 0</u>
Final Cost:	\$ 217,483.00

Major work items completed under this project included the replacement of Heating, Ventilation and Air Conditioning (HVAC) units in seven different buildings within the Public Works Department, including the Public Works Facility, Water Treatment Plant, Utility Administrative Office and Shop Building, Wastewater Pretreatment Building, 6th Ave Lift Station, and Main Lift Station.

The HVAC improvements are intended to provide reliable service to these facilities for a 15-20 year service period and are expected to result in energy savings.

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

Contractor's Application for Payment No. 3

Application Period: 3/29/19-1/29/20		Application Date: 2/6/2020	
To (Owner): City of Ashland - John Butler		Via (Engineer): Cedar Corporation	
Project: Ashland Waste Water Treatment Plant 2019 HVAC Improvements		Contract:	
Owner's Contract No: NA		Contractor's Project No: L19017	
		Engineer's Project No: A2920-004	

Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 217,483.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 217,483.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column I total on Progress Estimates).....	\$ 217,483.00
			5. RETAINAGE:	
			a. 5% X 217,483.00 Work Completed.....	\$ 10,874.15
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 10,874.15
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 206,608.85
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 206,608.85
			8. AMOUNT DUE THIS APPLICATION.....	\$ 10,874.15
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

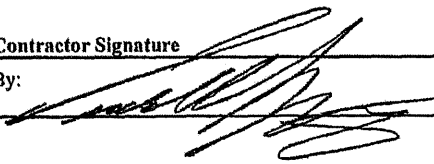
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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;

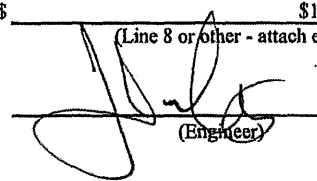
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner 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

By:  Date: 2/6/2020

Payment of: \$ 10,874.15
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/10/2020
(Engineer) (Date)

Payment of: \$ 10,874.15
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

SUBJECT: Approve Contract with Enviro World for 2020 Rain Barrel Sale (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Department of Planning & Development
City Attorney

EXHIBITS: 1. Enviro World Rain Barrel Sale Proposal 2020

EXPENDITURES REQUIRED: \$0 - \$1,500

AMOUNT BUDGETED: \$1,500-- Fund 245

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 18, 2020 that Enviro World 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 with Enviro World to host a rain barrel sale for Ashland area residents at a subsidized cost conforms to the goals and principles of the Comprehensive Plan which emphasizes the importance of preserving and improving water quality in Lake Superior as well as helping residents learn how to reduce their own water usage. The addition of up to 150 rain barrels in the Ashland area will:

- Help divert a small amount of stormwater from entering City infrastructure (through storm drains as well as I&I);
- Provide an alternative water source for activities such as watering gardens/lawns and washing cars to reduce water use; and
- Perhaps most importantly will facilitate opportunities for education and engagement with residents about stormwater management and I&I as well as other measures they can take on their private properties to divert stormwater.

SUMMARY STATEMENT:

The City of Ashland partnered with Ashland County Land and Water Conservation Department in 2019 to sell rain barrels to Ashland area residents at a subsidized rate of \$45. The barrels were purchased through a

company named Rain Water Solutions, and all orders were processed through the County Land and Water Conservation Department. Sixty-six (66) barrels were sold in 2019, a number which was restricted by the specific pallet size available (33 barrels/pallet). For this reason, there is already a waiting list of residents who would like to purchase barrels through the 2020 sale.

In 2020, the City and County would like to offer another rain barrel sale at the same rate of \$45 through a company called Enviro World. The primary benefit of working with Enviro World and reason that a contract is needed is that they will set up and manage all pre-orders online. There will be up to 150 barrels available for sale, with only the number pre-ordered delivered for the sale so the City is guaranteed to not have any leftover unsold barrels. An additional perk of working with Enviro World is that home compost bins can be sold through the same program, though the cost of these will not be discounted (\$50 each).

Given community conversations and concerns related to I&I and stormwater runoff, this will provide an opportunity to educate and engage residents about ways that they can help slow the flow and divert stormwater from City infrastructure while reducing their own water use. The AmeriCorps Service Members working with the City on green infrastructure and water quality outreach will assist with these education efforts and marketing the sale.

Grant funding has been applied for through the Chequamegon Bay Area Foundation to cover the full cost of subsidizing up to 150 barrels (\$2,250). If the full grant request is not funded, then a portion of the \$1,500 budgeted in fund 245 for the sale will be utilized and the County Land and Water Conservation Department will also share the cost. If the proposed contract is signed then the online pre-order platform will be set up and orders will begin being received on March 1, 2020. Pick-up for the barrels will be on May 8th to be done in conjunction with the County's native plant sale pick-up day.

January 31st 2020

Dear Megan,

Thank you for the opportunity to present the enclosed proposal for an Enviro World Pre-order program. Enviro World is proud to offer comprehensive pre-order programs that engage residents in environmental activities. With programs based on superior customer service and providing the best products on the market, Enviro World understands the impact that the use of environmental products can have on communities and the environment. We value the program that we create and want success for your environmental initiatives. Enviro World is proud to offer quality products designed to make home composting and water conservation easy and stress-free. The FreeGarden™ Earth compost bin features a large opening providing easy access to its contents, while the FreeGarden™ RAIN rain barrel offers multiple spigot mounting locations and an easy connection for multiple barrels. Manufactured with the maximum amount of recycled contents, FreeGarden™ products are both functional and aesthetically pleasing for homeowners.

We appreciate the opportunity to be considered for a pre-order program. Our competitive pricing, quality products, and superior customer service makes Enviro World the best choice for City of Ashland 2020 event.

Feel free to contact me should any questions arise during the decision-making process. We look forward to providing you with a full-service experience.

Best Regards,



Basil Thompson
Sales Representative

Enclosed: FreeGarden™ EARTH compost bin specification sheet, FreeGarden™ RAIN rain barrel specification sheet



City of Ashland Pre-Order Program Proposal 2020

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INTRODUCTION

Enviro World is backed by decades of professional expertise in delivering effective environmental programs. Enviro World has many years of experience in delivering quality pre-order programs to government agencies and organizations. The company President, Sales, and Marketing personnel are experienced professionals in their field. In addition, your environmental goals align with our environmental goals. Enviro World is committed to providing environmental products and services to support conservation of our natural resources. Enviro World's pre-order program aims at engaging residents and educating them in the importance of becoming an environmental steward.

Enviro World strives to deliver the highest standards of superior customer service. Pre-order programs involve cooperation between Enviro World and the sponsoring organization. Communication, flexibility, and professionalism are keys to delivering a successful program. Enviro World representatives are on hand at all times to answer questions and discuss the program and are open to any suggestions and feedback that can help to improve the overall pre-order program.



PRODUCTS

Enviro World prides itself on offering quality, top-notch products that are user-friendly and designed with the average homeowner in mind. FreeGarden™ products were designed based on feedback from consumers using other products on the market and include features to ensure a positive home composting and water conservation experience.

Why the FreeGarden™ EARTH compost bin?

- A large top opening offers easy addition of materials and compost maintenance
- The animal and pest resistant lid twists for variable ventilation control
- FreeGarden™ EARTH is manufactured with 100% recycled content plastics
- Its single-unit main body construction means no difficult assembly and no structural integrity issues in extreme weather conditions



Why the FreeGarden™ RAIN rain barrel?

- The barrel's square shape is ideal for attractive flush-to-wall and corner installations. The child-proof lid is an important safety feature
- Solid brass spigot fixture placement is designed at a height to accommodate most watering cans, with three additional spigot mount points available on surrounding barrel walls
- FreeGarden™ RAIN is manufactured with a maximum of recycled content while ensuring optimal product durability and lifespan.



ACCESSORY PRODUCT

Ergonomic Winged Aerator

- Solid steel winged aerator is designed to open pockets of air in the heart of the compost pile to improve decomposition and reduce odor
- 32" in length the aerator weighs 2 pounds. Aeration wings open to 6.75"
- Durable handle design with grips provides easy ergonomic handling for all ages and abilities.



Kitchen Collector Container

- 1.9 gallon capacity. 11"high x 9.5"wide x 8.5"deep
- Vented lid stays open at 90° and is removable for easy cleaning.
- Easy grip design provides functional handling
- Constructed of recycled HDPE with UV protection



Mercury-free Compost Thermometer

- Bi-metal construction
- Safe for metal recycling at end-of-life



PRE-ORDER PROGRAM

The primary objective of a pre-order sales program is to have customers order their product in advance to ensure availability on the day of the event. Customers must place their order through the online link posted on the city website. The cut off time will be typically 2 weeks prior to the event date and then the corresponding number of products will be shipped to the requested sale location. The city or host organization will be responsible for distributing the pre-purchased product to the customers on the proposed event date. The customers need to bring their purchase receipts in order to get their product.

Pre-order sales program is a good option to a municipality which has a smaller population, or the municipality does not have enough funds or projected participation to support a truckload sales program. Events are typically held in a highly visible location. Your partnership with Enviro World in and delivering the maximum amount of promotional materials throughout the community will result a highly successful event. Preparation begins well before the event date, with the majority of events planned a season in advance.

Marketing and Promotion

Preparation for the distribution event begins immediately following authorization by the hosting organization. To promote the distribution sale, Enviro World marketing representatives will work with the host organization to deliver a comprehensive promotional campaign to educate residents and advertise the distribution event. A customized plan is developed for each host organization, as further discussed in the Custom Plan section of this proposal.

Product Display

Based on the agreement between Enviro World and County, Enviro world will provide one sample Compost Bin and rain barrel for display, printable Flyers and poster Design.

Media Kit

Enviro World will provide your organization with a customized media kit. Included in the media kit, is a sample press release, background information about home composting, sample articles and announcements, images, and other tools for your use to promote the sale. Local community organizations and clubs, especially those relevant to gardening and environmental issues, may be willing to help promote the sale. The internet is an ever-expanding avenue to advertise, and using social networking websites like Facebook, or by searching for relevant groups on Craigslist, Yahoo, and Google groups may provide an avenue to utilize the tools provided in the media kit and to expand community-based promotional efforts.

Marketing Information from Host Organization

- Upon approval of this proposal, you will be contacted by a representative from Enviro World's marketing team. To begin execution of the program, you will be asked for the following information:
- Please provide the correct spelling of your organization as you would like it to appear in the customized promotional materials and advertisements.

- Please provide a phone number and website for use on the customized promotional materials and advertisements.
- To increase your recognition as the sponsoring organization, a logo is requested in either an .eps. or .ai file format. Proofs of the promotional pieces will be sent to you for your approval prior to production.
- Location, if a location has not been determined for the sales event, your suggestions and contacts for potential sites will be appreciated. See “Site Requirements” in the Distribution Event Plan section below for more details.



Distribution Event Plan

Site Requirements

A suggested event location for a distribution event includes a 100ft by 100ft outdoor area, preferably with natural boundaries (e.g. sidewalk, landscaping) on one or two sides. Possible location suggestions include large chain retail stores such as Whole Foods Market, Home Depot, and Lowe's.

Staffing

A City representative is required to be on site during the distribution event to manage the process and to oversee all handling of money and inventory. Volunteers are recommended to assist with the distribution.

Product Supply

Enviro World will supply pre-sold and requested amount of FreeGarden™ products for the distribution event.

Distribution of products

The customers need to bring their purchase receipts to collect their products. Enviro World will provide the list of pre-ordered customer name in alphabetical order.

Warranty

Purchase of Enviro World products includes a 5-year warranty for the FreeGarden™ EARTH compost bin and a 2-year warranty for the FreeGarden™ RAIN rain barrel.

Indemnification

Enviro World Corporation agrees to indemnify, defend, and hold harmless to the City of Ashland from any and all losses, damages, expenses or other liabilities connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City of Ashland by any party which arises or allegedly agents in performing its obligations under this Agreement. Enviro World Corporation, its agents, employees and insurer (s) hereby release City of Ashland and its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which

Enviro World Corporation, its agents or insurers may sustain incidental to or in any way related to Enviro World Corporation operation under this Agreement.

Custom Plan – City of Ashland

Event Details

Event Date: TBD

Event Time: TBD

Number of Sites Required: 1

Site Location(s): TBD1

Marketing & Promotional Plan

Enviro World's marketing team will work in co-operation with you to develop a comprehensive promotional campaign based on the population and the projected volume sales. An electronic media kit including a variety of promotional tools (e.g. press release, articles, and announcements) will be provided to the city for the local marketing efforts. Enviro World's expert marketing team will provide support for all of your marketing needs and designing of the marketing materials.

CUSTOMER REFERENCES

Sarah Justice

TOWN Of CARY
Environmental Outreach Program Coordinator
P.O. Box 8005
Cary, NC 27512
(919) 469-4301
sarah.justice@townofcary.org

Maria T. Myers

Carroll County Maryland
Recycling Manager
225 N. Center Street
Westminster, MD 21157
410-386-2035
mtmyers@ccg.carr.org

Gloria M. Puffinburger

Solid Waste Manager
Frederick County DPW
107 N. Kent St.
Winchester, VA 22601
(540) 665-5643, ext. 1
(540) 678-0682, fax
gpuffinb@fcva.us

PROGRAM PRICING

Enviro World appreciates the opportunity to present this proposal and offer the following pricing

Product	Pre-Order Price
FreeGarden™ RAIN Rain Barrel	\$60.00
FreeGarden™ EARTH Compost Bin	\$50.00
FreeGarden™ EARTH Compost Bin Base	\$10.00
Kitchen Collection Containers	\$10.00
Compost Turner	\$10.00
Compost Thermometers	\$15.00

PROGRAM ACCEPTANCE

City of Ashland has received Enviro World Corporation's proposal for a FreeGarden™ Rain Barrel and Compost Bin Distribution Event for 2020. With the authorized signature below, City of Ashland, hereby confirm its approval to proceed as outlined in this proposal and agrees to commit to an Enviro World Corporation Pre-Order program.

For City of Ashland

Signature _____

Signer's Printed Name _____

Signer's Title _____

Date _____

Please fax back to Basil Thompson at 416-679-0368

E-mail: basil@enviroworld.us

Compost bin is a superb amendment for lawns & gardens

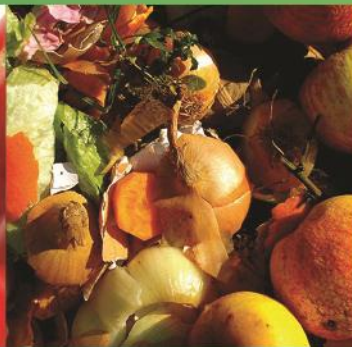
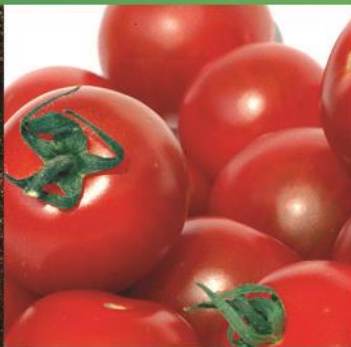
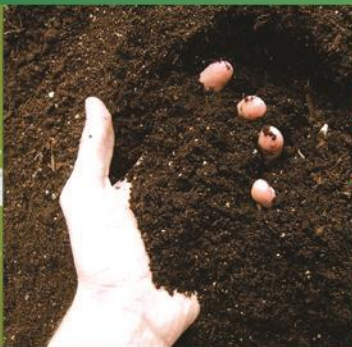
Gardeners save money making their own soil amendment

Compost use produces healthier results

Use of a compost bin supports self management of kitchen and yard residuals

Composting offers the opportunity for reduced collection and disposal costs

Backyard composting is an effective and economical organics diversion solution



FreeGarden™ EARTH

The **FreeGarden™ EARTH** compost bin is an efficient, durable, and economical tool that saves municipalities money and provides many benefits for homeowners and gardeners.

Manufactured of 100% recycled content, its single-unit main body construction means no difficult assembly, and no structural integrity issues in extreme weather conditions.

The animal and pest resistant lid twists for variable ventilation control, and covers a large 20.25" (51.43 cm) opening that offers easy, generous access to add material and maintain the pile.

FreeGarden™ EARTH compost bins fit easily in the back seat of a regular sedan for easy transport.

Backyard composting is an effective and economical organics diversion solution. The **FreeGarden™ EARTH** is available to organizations and municipalities as a bulk order or through our customized one day truckload sale distribution program to the public engages the community in achieving your organization's goals for a healthy environment.

	US	Metric
Capacity	11 feet ³	311.5 litres
Height	33 inches	83.8 cm
Width	31 inches	78.7 cm
Lid / opening (diameter)	20.25 inches	51.43 cm
Ventilation	Lower body vents and top twisting lid for variable airflow	
Harvest door	Offset, sliding: 12"h x 16"w	
Ship weight	330 lbs/pallet	150 kg/pallet
Ship Qty	20 per pallet	
	69 pallets x 53' trailer = 1380	
Included Accessories	4 screw pegs, backyard composting manual	
Options	Sticker/hotstamp branding and custom colors available	



Insect resistant
stainless steel screen

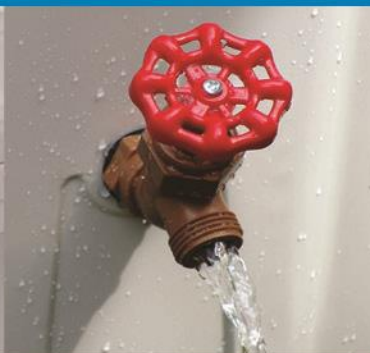
Higher spigot
accommodates most
watering cans

Overflow to 2nd barrel
or splashpad

Resilient faucet/spigot

Easy multi-barrel
installations

Stable footprint and
childproof lid



FreeGarden[®] RAIN

The FreeGarden[™] RAIN 55 gallon rain barrel is designed with the homeowner/gardener in mind; affordable, attractive, easy to move, easy to install, and easy to use.

With as many as three bins easily fitting in the back seat of a regular sedan, the average buyer doesn't need to arrange special transport.

The barrel's square shape is ideal for attractive flush-to-wall and corner installations.

The tall spigot placement accommodates most watering cans, and four additional spigot mount points are provided lower on the barrel.

Manufactured with a maximum of recycled content (varying by color option), the FreeGarden[™] RAIN contains enough virgin resin to ensure optimal product durability and lifespan.

Capacity	55 gallons	208 litres
Height	34 inches	86 cm
Width	24 inches	61 cm
Ship Weight	1103 pounds	500 Kg
Ship Qty	52 per pallet	52 per pallet
	48"x48"x80"	122cmx122cmx244cm
Included Accessories	Installation instructions, spigot, screws, overflow hose and clamp	
Options	Sticker/hotstamp branding and custom colors available	

www.envioworld.net



SUBJECT: Approve an Agreement for the Proposed Schematic Design for the Vaughn Public Library Building with Engberg Anderson (*Library*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Library

CLEARANCES: Library Board of Trustees

EXHIBITS: 1. Agreement for Architectural Design Services, February 9, 2020

EXPENDITURES REQUIRED: \$42,500

AMOUNT BUDGETED: \$ 0.00

APPROPRIATION REQUIRED: \$42,500 Fund 214 - Library Grants and Special Revenue

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 18, 2018 that Engberg Anderson, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF

RECORD: Goal *Sustainability* – Solution Reuse of building, lower operating costs with sustainable HVAC system, interior space reconfiguration supports status quo personnel **Physical Manifestation** PV array for heating/electricity/cooling, upgrade windows, open floor plan to 2nd floor—embed librarian offices within public space, collection space on two levels, self-checkout stations

Goal *Healthy Civic & Economic Life* – Solution Library as the third space. Build social capital by supporting civic discourse, multiple literacies for learning and creating new content, entrepreneurial infrastructure **Physical Manifestation** series of meeting rooms of various sizes for small group work, robust internet connections, equipment for digital content creation (pod cast microphones/green screen/video mixing) larger meeting rooms with flexible space for different sized groups, access before and after library open hours, strengthen library brand as public civil space, librarians as facilitators for groups and technology trouble shooters.

Goal *Neighborhood Pride*– Solution Revitalize downtown with a destination library, offer a library of things (mowers, weed whips, rakes, tools, painting supplies) **Physical Manifestation** Vaughn Library open to Main

Street with two story entrance/space for gathering at street view/ large interior windows for natural lighting and transparent public space. Three story mini parking garage with “library of yard /household things” available for loan. Community roof garden/space to sprawl on upper level of garage.

Goal Built Environment Supports & Nurtures Community & Civic Progress – Solution inviting gathering places and individual quiet space, people focus, cultural curation of Ashland. **Physical Manifestation** building materials and design scheme celebrates Lake Superior. Collections complement the information necessary to be individual and community stewards of the Lake Superior Watershed/Basin. Partnership agencies such as the Northern Great Lakes Visitor Center, Sigurd Olson Center and the Great Lakes Science Center extend the library’s impact of citizen participation in environmental progress. Meeting space to support all levels of discourse and collaboration.

SUMMARY STATEMENT:

The proposed work with Engberg Anderson will bring a formal and professional process to schematic design development of the renewal of the Vaughn Building. The outcome of this community based process will be designs to serve as a basis for a capital campaign to renew the Vaughn Building as a public library and community center.

February 9, 2020

AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES SCHEMATIC DESIGN | VAUGHN PUBLIC LIBRARY

between
Vaughn Public Library
502 W. Main St.
Ashland, WI 54806

and
Engberg Anderson, Inc.
320 E. Buffalo St., Suite 500
Milwaukee, WI 53202

Engberg Anderson Project No. 193121

Dear Sarah,

Engberg Anderson is pleased to submit this proposal for architectural design services. This proposal is based on our current understanding of the project. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard. If the proposal is acceptable, please sign a copy and return for our records.

SCOPE OF BASIC SERVICES

PROJECT UNDERSTANDING

The Vaughn Public Library will engage Engberg Anderson, Inc. for schematic design planning for the renovation of the historic mixed-use library building, including community engagement activities to develop an appropriate space program to support modern library services. We will provide project management, library planning, architectural design, and engage consultants to assist with structural design, mechanical design and cost estimation.

PROJECT PARAMETERS

Schedule

The study will commence in March span approximately 6 months. It is the intent to move the project forward with regular monthly meetings as stakeholders are available.

Owner Supplied Information/Responsibilities

The Owner will be an active participant in the process. We strive to build understanding and consensus and will look to the library to identify those individuals whose participation is needed to meet the expectations of the community.

The Owner has provided extensive background information including a facility structural assessment and building systems assessment.

We request that if an environmental study has not been undertaken to identify any hazardous materials, such a study be undertaken to identify any abatement costs that would need to be included in a total project cost estimate.

METHODOLOGY

Engberg Anderson believes in an interactive reiterative model of design. Each link in this sequence combines the expertise of all those assembled: Trustees, Administration, Community Members and Designers. The synergy is focused on the multi-dimensional challenges of the project in a creative, rational manner: identify the parameters within which a solution must be found; create a series of potential solutions; apply a systematic set of measures to evaluate those options; and progressively develop the best solution to the particular needs of the client.

WORK PLAN

A detailed Work Plan can be found attached as an exhibit to this agreement.

DELIVERABLES

Within this approach we will produce the following:

- Statement of need and detailed space program
- Statement of historic preservation requirements and necessary approvals
- Statement of sustainable project goals and recommended approach
- Presentation quality site plan including an outdoor reading garden
- Presentation quality floor plans of all levels, including furnishings
- Three presentation quality renderings appropriate to the final design concept
- Construction cost estimate (prepared by cost estimating consultant)
- Furnishings cost estimate

The materials will be prepared by Engberg Anderson in a professional manner acceptable to the Owner.

During the course of the design process, Engberg Anderson may develop additional drawings or study models for the purpose of further communicating the design intent to both the library and the cost estimating consultant. These materials will be made available to the library for their use. Engberg Anderson will also work with the library to develop an overall project cost estimate that will include costs not included in the construction and furnishings estimates, e.g. data cabling, equipment, telephones, photo copiers, fees, reimbursable expenses, etc.

FEE PROPOSAL

FEE

Based on the current project understanding, we propose to complete the outlined services for a fee of **\$42,500.**

This fee includes all expenses incurred during the project including materials, printing and travel expenses for the six trips identified in our workplan.

As with all agreements, if the scope of the work or parameters under which the work is performed are modified, we reserve the right to review the fees related to these modifications and make mutually agreeable adjustments.

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with established review and approval procedures.

OTHER TERMS

ADDITIONAL SERVICES

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

USE OF MATERIALS

The Architect agrees to furnish, upon completion of this Agreement, upon termination and upon demand by the Library, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this Agreement, and without restrictions or limitation as to the use relative to specific Projects covered under this Agreement. In such event, the Architect shall not be liable for the use of such documents by the Library or others.

TERMINATION

Both parties acknowledge each other’s right to terminate this agreement with 15 days written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the Library and any fees earned to that point become due.

ACCEPTANCE

If you have questions concerning any aspect of this proposal, please call. As with all agreements, this document has important legal consequences and you are encouraged to consult with your legal counsel. We ask that an individual authorized to bind the Owner to this agreement sign two copies of the agreement. Keep one for your records, and return the second to us. We will begin work upon receipt of the signed copy.

For:
ENGBERG ANDERSON, INC.

For:
VAUGHN PUBLIC LIBRARY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBJECT: Approve to Waive the Advertisement and Bidding Requirement Set Forth in Chapter 194.04, Ashland City Ordinance, and Approve to Purchase Equipment for the Ashland Fire Department/EMS from Master Medical Equipment (*Fire Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: City Administrator

EXHIBITS:

1. Estimate Quote from Master Medical Equipment
2. Chapter 194 Procurement of Goods and Services and Approval of Change Orders for Public Construction Projects

EXPENDITURES REQUIRED: \$17,600 - Donations

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The Treasurer has confirmed that Master Medical Equipment is compliant with Ashland City Ordinances Chapter 923.10.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Ashland Fire Department is requesting approval to purchase one refurbished LifePak 15 cardiac monitor and one Alaris Medsystem III IV pump using donated funds for this project.

The Fire Department was able to raise these funds through donations by multiple different avenues to upgrade a current BLS (Basic Life Support) ambulance to an ALS (Advanced Life Support) ambulance. These were two items needed to upgrade this ambulance to make all ambulances the same level, which will improve the capabilities of the department during times of multiple calls. The fire department was able to raise \$11,532 on its own, which was matched by Memorial Medical Center with an additional \$10,532 to bring the total donated funds to \$22,064.

The total purchase cost of these two items will be \$17,600. This was not budgeted - it is donated money and

therefore does not affect our department or city operating budget(s).



Remittance Address:
PO Box 11476
Jackson, TN 38308
jruiz@mmemed.com
Phone: 866.468.9558
Fax: 731.300.3535

Estimate

Date	Estimate #
1/24/2020	18811

Name / Address
City of Ashland Chris Pribek 215 6th Street East Ashland, WI 54806

Ship To
City of Ashland Chris Pribek 215 6th Street East Ashland, WI 54806

Est. Delivery	P.O. No.	Shipping Method	Internal	Terms	Sales Rep
5-7 DAYS		UPS	B		JSN

Item	Description	Qty	Rate	Total
PHYLP1512BIPS...	Defibrillator, Lifepak15, 12 lead. Biphasic, Pacing, SpO2, ETCO2, NiBP, AED, Bluetooth, Version 2 - 1 Year Warranty - Biomed Certificate ACCESSORIES INCLUDE: 12-Lead ECG Cables, Quik Combo Cable, Printer Paper, Set of Adult Pads, 2 Fuel Gauge Batteries, Filterline Set, NIBP Adult Cuff and Hose, Masimo Adult Sensor and Preamp, Carrying Case with Shoulder Strap/Back Pouch and Electrodes	1	15,750.00	15,750.00T
Extended Warranty	EXTENDED WARRANTY OPTIONS FOR LIFEPAK 15: 1 YEAR EXTENDED WARRANTY: \$1,500.00 2 YEAR EXTENDED WARRANTY: \$2,500.00 3 YEAR EXTENDED WARRANTY: \$3,100.00 4 YEAR EXTENDED WARRANTY: \$5,000.00		0.00	0.00T
ALA2865	Pump, Alaris Medsystem III 2865, Patient Ready with 2 Batteries & P/M Calibration	1	1,850.00	1,850.00T
freight	FREE SHIPPING		0.00	0.00T
	Sales Tax		0.00%	0.00
Total				\$17,600.00

Shipping Address: 2345 FE Wright Drive Jackson, TN 38305

This is a proposal only, not a contract for a sale. This proposal is for completing the sale as described above. It is based on our current stock, and inventory and prices may change without notice. All prices quoted are valid for 30 days.

Now providing fast and reliable preventative maintenance plans. Ask your sales representative for more information or call 844-425-0987.

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

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

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

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

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

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

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

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

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

Sec. 194.05. Construction contracts.

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

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

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

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

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

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

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

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

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

(b) Products for which only one supplier exists.

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

Sec. 194.07. Change orders.

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

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

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

Sec. 194.08 Federal procurement standards.

(a) Procurement of goods and services that pertain to the expending of federal grant dollars shall follow guidelines per the Office of Management and Budget (OMB) Uniform Guidance procurement standards 2 CFR 200.318 through 200.326 or Sections 194.01 through 194.08 of this Chapter whichever is more stringent.

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

AMENDMENTS: 194 (2018-1910) 12-11-2018

SUBJECT: Approve to Apply for an Assistance to Firefighters Grant for the Purchase of Power-Load Systems and Cots for the Fire Department/EMS (*Fire Department*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: City Administrator

EXHIBITS:

EXPENDITURES REQUIRED: \$180,885.64 Total Grant Request

\$ 9,044.28 5% Match Required

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$ 9,044.28 Fund TBD

TREASURER'S CERTIFICATE: TBD

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Ashland Fire Department is requesting approval to write the Assistance to Firefighters Grant for (4) replacement EMS cots and power-loading systems for our ambulances.

We wrote for these items last year and the grant was denied due to limited federal funds. We are hopeful for a reward this year, as it would assist the Fire Department for many years into the future.

Four of our EMS cots range from 11-14 years old and are due for replacement as they are reaching the end of their usable life. If awarded, this grant would reduce the large capital expenditure to replace the cots as well as needed power-loading system(s).

The cost of the cots and power-load systems are \$45,221.41 each. The total grant request is for \$180,885.64, with a 5% match of \$9,044.28. The grant match would be required to come from the city general fund, as there are no funds in the fire department budget for the match amount. This is a great opportunity to reduce our capital expenditures in the very near future.

SUBJECT: Approve a Memorandum of Understanding (MOU) between the Ashland Fire Department and Bayfield County for the Purchase of Radios (*Fire Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: City Administrator

EXHIBITS:

EXPENDITURES REQUIRED: TBD

AMOUNT BUDGETED: TBD

APPROPRIATION REQUIRED: TBD

TREASURER'S CERTIFICATE: The Treasurer has confirmed that Bayfield County is in compliance with Ashland City Ordinances Chapter 923.10.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Ashland Fire Department is requesting approval to be included in the Assistance to Firefighters Grant being written by Bayfield County for replacement two-way radios.

In the past, we have been included in this grant and have received funding which replaced roughly $\frac{3}{4}$ of the department's radios. If awarded, this grant would fund the replacement of the remaining needed radios and would significantly reduce another future capital expenditure to replace the aging radios.

The grant match would require a 15% match to come from the City's general fund, as there are no funds in the fire department budget for the match amount. This is another opportunity to reduce our capital expenditures in the future. The actual costs required will be available for Council by the time of the Council meeting.

SUBJECT: Approve an Ordinance to Amend Chapter 926 (1729), Implementation of Wisconsin's Smoke-Free Law, Ashland City Ordinances (*Mayor*) Roll

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Administrator
City Attorney

EXHIBITS:

1. Proposed Ordinance
2. Chapter 926 Implementation of Wisconsin's Smoke-Free Law.
3. Excerpt of WI State Statute 101.123
4. Chapter 926 (1792) - Redlined to Show Changes

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City of Ashland adopted Chapter 926, Implementation of Wisconsin's Smoke-Free Law, Ashland City Ordinances in 2010, a City-wide indoor smoking ban which incorporated the State-wide ban contained in Wis. Stats. 101.123.

Charmaine Swan, Health Promotions Specialist for the American Lung Association in Wisconsin requested an update on Chapter 926, which would include smoking of vaping and vaping products in public areas in the list of banned substances under the current law.

ORDINANCE TO AMEND CHAPTER 926 (1792), IMPLEMENTATION OF WISCONSIN'S SMOKE-FREE LAW, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of February 25, 2020 for the purpose of amending Sections 926.02, Definitions, Implementation of Wisconsin's Smoke-Free Law, Ashland City Ordinances.

SECTION I:

Section 926.02 (c) and (d) shall be added as follows:

- (c) "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
- (d) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

SECTION II

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

PASSED: February 25, 2020
PUBLISHED: March 7, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 926. IMPLEMENTATION OF WISCONSIN'S SMOKE-FREE LAW.

926.01. Smoking Ban Adopted. The City hereby adopts by reference the provisions of Sec. 101.123, Wis. Stats., "Smoking prohibited," pertaining to the statewide smoking ban.

926.02. Definitions. For purposes of enforcing the smoking ban in the City of Ashland, the following definition shall apply instead of the definition found in state statutes:

(a) Enclosed Place. Shall mean all space between a floor and a ceiling that is bounded by walls, doors, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes a retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.011 gauge screen with an 18 by 16 mesh count is not a wall.

(b) Inspection and Enforcement. The City Police Department shall have the power to enter any premises subject to the smoking ban under state law to ascertain whether the premises are in compliance with this section and take appropriate enforcement action pursuant to Sec. 101.123, Wis. Stats.

926.03. Penalties. Penalties for violation shall be as prescribed in Sec. 101.123, Wis. Stats.

ADOPTED: 926 (1729) 7/13/2010

Excerpt of WI State Statute 101.123 Smoking Prohibited

101.123 Smoking prohibited.

(1) DEFINITIONS. In this section:

(ab) "Assisted living facility" means a community-based residential facility, as defined in s. [50.01 \(1g\)](#), a residential care apartment complex, as defined in s. [50.01 \(6d\)](#), or an adult family home, as defined in s. [50.01 \(1\) \(b\)](#).

(abm) "Child care center" has the meaning given in s. [49.136 \(1\) \(ad\)](#).

(ac) "Correctional facility" means any of the following:

1. A state prison, as defined or named in s. [302.01](#), except a correctional institution under s. [301.046 \(1\)](#) or [301.048 \(4\) \(b\)](#) if the institution is the prisoner's place of residence and no one is employed there to ensure the prisoner's incarceration.

2. A juvenile detention facility, as defined in s. [938.02 \(10r\)](#), a secured residential care center for children and youth, as defined in s. [938.02 \(15g\)](#), or a juvenile correctional facility, as defined in s. [938.02 \(10p\)](#), except a juvenile correctional facility authorized under s. [938.533 \(3\) \(b\)](#), [938.538 \(4\) \(b\)](#), or [938.539 \(5\)](#) if the facility is a private residence in which the juvenile is placed and no one is employed there to ensure that the juvenile remains in custody.

3. A jail, as defined in s. [165.85 \(2\) \(bg\)](#), a Huber facility under s. [303.09](#), a work camp under s. [303.10](#), a reforestation camp under s. [303.07](#), or a lockup facility under s. [302.30](#).

(ae) "Educational facility" means any building used principally for educational purposes in which a school is located or a course of instruction or training program is offered that has been approved or licensed by a state agency or board.

(aj) Notwithstanding s. [101.01 \(5\)](#), "employment" means any trade, occupation, or process of manufacture or any method of carrying on such trade, occupation, or process of manufacture in which any person may be engaged.

(ak) "Enclosed place" means a structure or area that has all of the following:

1. A roof.

2. More than 2 substantial walls.

(ar) "Immediate vicinity of the state capitol" means the area directly adjacent to the state capitol building, as determined by rule of the department of administration. "Immediate vicinity of the state capitol" does not include any location that is more than six feet from the state capitol building.

(b) "Inpatient health care facility" means a hospital, as defined in s. [50.33 \(2\)](#), a county home established under s. [49.70](#), a county infirmary established under s. [49.72](#), a nursing home, as defined in s. [50.01 \(3\)](#), a hospice, as defined in s. [50.90 \(1\)](#), a Wisconsin veterans home under s. [45.50](#), or a treatment facility.

(bn) "Lodging establishment" means any of the following:

1. A bed and breakfast establishment, as defined in s. [97.01 \(1g\)](#).

2. A hotel, as defined in s. [97.01 \(7\)](#).

3. A tourist rooming house, as defined in s. [97.01 \(15k\)](#).

(d) "Person in charge" means the person, or his or her agent, who ultimately controls, governs or directs the activities aboard a public conveyance or at a location where smoking is prohibited or regulated under this section.

(dj) Notwithstanding s. [101.01 \(11\)](#), "place of employment" means any enclosed place that employees normally frequent during the course of employment, including an office, a work area, an elevator, an employee lounge, a restroom, a conference room, a meeting room, a classroom, a hallway, a stairway, a lobby, a common area, a vehicle, or an employee cafeteria.

(dn) "Private club" means a facility used by an organization that limits its membership and is organized for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose.

(e) "Public conveyance" means a mass transit vehicle as defined in s. [340.01 \(28m\)](#), a school bus as defined in s. [340.01 \(56\)](#), or any other device by which persons are transported, for hire, on a highway or by rail,

[Type here]

water, air, or guidewire within this state, but does not include such a device while providing transportation in interstate commerce.

(eg) "Public place" means any enclosed place that is open to the public, regardless of whether a fee is charged or a place to which the public has lawful access or may be invited.

(f) "Restaurant" has the meaning given in s. [97.01 \(14g\)](#).

(g) "Retail establishment" means any store or shop in which retail sales is the principal business conducted.

(gg) "Retail tobacco store" means a retail establishment that does not have a "Class B" intoxicating liquor license or a Class "B" fermented malt beverages license and that generates 75 percent or more of its gross annual income from the retail sale of tobacco products and accessories.

(h) "Smoking" means burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:

1. A lighted cigar.
2. A lighted cigarette.
3. A lighted pipe.
4. Any other lighted smoking equipment.

(hm) "Sports arena" means any stadium, pavilion, gymnasium, swimming pool, skating rink, bowling center, or other building where spectator sporting events are held.

(i) "State institution" means a mental health institute, as defined in s. [51.01 \(12\)](#), a center for the developmentally disabled, as defined in s. [51.01 \(3\)](#), or a secure mental health facility at which persons are committed under s. [980.06](#).

(id) "Substantial wall" means a wall with no opening or with an opening that either does not allow air in from the outside or is less than 25 percent of the wall's surface area.

(im) "Tavern" means an establishment, other than a restaurant, that holds a "Class B" intoxicating liquor license or Class "B" fermented malt beverages license.

(in) "Tobacco bar" means a tavern that generates 15 percent or more of its annual gross income from the sale on the tavern premises, other than from a vending machine, of cigars and tobacco for pipes.

(io) "Tobacco product" means any form of tobacco prepared in a manner suitable for smoking but not including a cigarette.

(ip) "Treatment facility" means a publicly or privately operated inpatient facility that provides treatment of alcoholic, drug dependent, mentally ill, or developmentally disabled persons.

(j) "Type 1 juvenile correctional facility" has the meaning given in s. [938.02 \(19\)](#).

(2) PROHIBITION AGAINST SMOKING.

(a) Except as provided in sub. [\(3\)](#), no person may smoke in any of the following enclosed places:

- 1g.** The state capitol.
- 1m.** Residence halls or dormitories owned or operated by a college or university.
- 1r.** Child care centers.
- 2.** Educational facilities.
- 3.** Inpatient health care facilities.
- 4.** Theaters.
- 5m.** Correctional facilities.
- 5t.** State institutions.
- 7.** Restaurants.
- 7m.** Taverns.
- 7r.** Private clubs.
- 8.** Retail establishments.

[Type here]

8d. Common areas of multiple-unit residential properties.

8g. Lodging establishments.

8r. State, county, city, village, or town buildings.

9. All enclosed places, other than those listed in subds. [1g.](#) to [8r.](#), that are places of employment or that are public places.

(d) No person may smoke at any of the following outdoor locations:

1. In the immediate vicinity of the state capitol.

CHAPTER 926. IMPLEMENTATION OF WISCONSIN'S SMOKE-FREE LAW.

926.01. Smoking Ban Adopted. The City hereby adopts by reference the provisions of Sec. 101.123, Wis. Stats., "Smoking prohibited," pertaining to the statewide smoking ban.

926.02. Definitions. For purposes of enforcing the smoking ban in the City of Ashland, the following definition shall apply instead of the definition found in state statutes:

(a) Enclosed Place. Shall mean all space between a floor and a ceiling that is bounded by walls, doors, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes a retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.011 gauge screen with an 18 by 16 mesh count is not a wall.

(b) Inspection and Enforcement. The City Police Department shall have the power to enter any premises subject to the smoking ban under state law to ascertain whether the premises are in compliance with this section and take appropriate enforcement action pursuant to Sec. 101.123, Wis. Stats.

(c) "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(d) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

926.03. Penalties. Penalties for violation shall be as prescribed in Sec. 101.123, Wis. Stats.

ADOPTED: 926 (1729) 7/13/2010

Page 926-1

SUBJECT: Approve a Request for a Gratis Lease at the Vaughn Library Building Office Space (Clerk) Roll

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Administrator, Mayor

EXHIBITS:

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:

Historically, the City of Ashland had donated office space to two non-profit organizations, Habitat for Humanity (Habitat) and the Alliance for Sustainability, on the third floor of the Vaughn Library. The Alliance has occupied space from 2008 through 2009 and Habitat from 2009 through 2019, each renewing annually through the approval of Council.

The City was approached in 2017 by the Chequamegon Unitarian Universalist Fellowship (Unitarians), another not-for-profit group, in search of office space on the Vaughn building's third floor. The City was able to reach a mutual agreement with Habitat representatives to allow the Unitarian group join office space with Habitat, although not as a gratis lease, but reducing the lease fee to half of the full monthly rate as it is a shared space. Habitat has since dissolved as of the end of 2019 but have been allowed to remain in the VPL office until it's status has been determined. The Unitarians continue to pay approximately \$90 per month for the space.

The City contributes to various community programs who request support and who provide the required information to justify the need for assistance as outlined in Ashland City Ordinances Chapter 135: Public Funds Used by Outside Organizations. Beyond documentation of non-profit status, each organization is

required to supply the City with detailed budget reports annually, along with a summary of disbursements and activities to be reviewed to determine the need for assistance, and their involvement and/or contribution in the community. As the Ordinance states, failure to meet these requirements results in loss of funding.

The City has charged for-profit tenants per square foot for office space on the third floor of the VPL Building. We recently re-measured some of the questionable spaces, and adjusted all renters to the same \$8/sq' rate. Room #309 which is occupied by the Unitarians and previously by Habitat, measures 271 square feet. Split between the two entities, the Unitarian group pays \$90.33 per month. Rent has not been collected from the former Habitat group for January or February 2020. This space is potentially rentable for \$2168 annually.

Jerry Moore representing One Drum Solutions, on behalf of the former Habitat, and with Alliance for Sustainability, while doing "market research to assess needs and solutions in our community." To date, One Drum Solutions has not attained non-profit status and are hoping to work under the Alliance's 501.3c.

Council is requested to determine the status of the potential lease for room #309. Below are options to consider:

1. Allow One Drum Solution/Alliance for Sustainability to continue to occupy Room #309 as a gratis lease under the provisions of Chapter 135, including proof of 501.3c status.
2. Require payment equally from all office tenants of the third floor of the Vaughn Public Library, regardless of non-profit status.
3. Allow Alliance for Sustainability to occupy Room #309 as a gratis lease, under the provisions of Chapter 135, including proof of 501.3c status.