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ASHLAND CITY COUNCIL MEETING
Tuesday, March 31, 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, Pledge of Allegiance**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES**
   - A. **March 10, 2020 City Council and Committee of the Whole Meeting Minutes**
4. **CITIZEN PARTICIPATION PERIOD**
5. **MAYOR'S REPORT**
   - A. **Announcements**
   - B. **City Administrator Report**
   - C. **Council President's Report**
6. **CONSENT AGENDA**
   - A. **Approve a Resolution to Create Chapter 408 (1930) Banning the Practice of Conversion Therapy for Minors in the City of Ashland, Ashland City Ordinances**
   - B. **Approve a Resolution to Apply to Wisconsin Economic Development Corporation (WEDC) to Become a Main Street Community** *(Planning & Development)* Voice
   - C. **Approve to Apply for International Mountain Bike Association (IMBA) Trail Accelerator Grant** *(Parks & Rec)* Voice

D. **Approve a Resolution to Apply for State of Wisconsin Department of Natural Resources Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application** *(Parks & Rec)* Voice

E. **Approve a Resolution to Apply for Wisconsin DNR Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant** *(Parks & Rec)* Voice

7. NEW BUSINESS

A. **Presentation, Discussion, and Approval of an Update to the Debt Issuance Plan for the Sale of Approximately $7,780,000 General Obligation Promissory Notes** *(Finance)* Roll

B. **Approval of a Resolution Authorizing the Issuance and Sale of a $410,000 Taxable General Obligation Promissory Note, Series 2020A for the Marina Capital Projects** *(Finance)* Roll

C. **Approve a Resolution Authorizing the Issuance and Sale of a $700,000 General Obligation Promissory Note, Series 2020B to Fund Water Utility Capital Projects** *(Finance)* Roll

D. **Approval to Award Contract to Short, Elliot, Hendrickson for Engineering Design Services for the 2020 and 2021 Sewer Main Rehabilitation Projects** *(Public Works)* Roll

E. **Approve to Award Contract to Hydro Klean for the 2020 Sanitary Sewer Televising Project** *(Public Works)* Roll

F. **Approve to Award Contract to Ashland Construction, Inc. for the Vaughn Avenue and 7th Street West Reconstruction and Utility Replacement Project** *(Public Works)* Roll

G. **Approve to Award Contract to Nasi Construction for the Building and Pearson Plaza Improvements Project** *(Public Works)* Voice

H. **Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Ashland City Ordinance, and Award a Contract to Cedar Corporation for Construction Engineering Services for the Vaughn Avenue and 7th Street West Reconstruction and Utility Replacement Project** *(Public Works)* Roll

I. **Approve a Resolution to Ratify Emergency Declaration Issued by the Mayor on March 17, 2020** *(Mayor)* Voice

J. **Update, Discussion and Possible Action Regarding City Efforts to Address Pandemic, and Discussion of Communication Processes** *(Mayor)*

8. ADJOURNMENT

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

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AMENDED AGENDA

ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, March 10, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, March 10, 2020 Ashland City Council meeting was called to order by Mayor Debra Lewis, in the Ashland City Hall Council Chambers at 5:30 p.m.

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

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

PRESENT: Holly George, Matthew MacKenzie, Sarah Jackson, Kate Ullman (5:35), Ana Tochterman, Wahsayah Whitebird, Kevin Haas, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: Charlie Ortman (excused)

ALSO PRESENT: Maror Debra Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Police Chief James Gregoire, Captain Bill Hagstrom, Finance Director Julie Vaillancourt, Fire Chief Dave Wegener, Parks Director Hudson, and other concerned citizens.

2. APPROVAL OF AGENDA

Haas moved, seconded by Moore to approve the agenda with an amendment to move Item 7M to follow Item 7C. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

Lewis asked to correct the celebration of the League of Women Voters from 50 to 100 years of operation. Franek moved, seconded by Moore to approve the minutes of the February 11, 2020 Committee of the Whole and the amended minutes February 25, 2020 City Council meeting minutes. The motion passed unanimously by roll call vote.

A. February 11, 2020 Committee of the Whole Meeting minutes, and February 25, 2020 City Council Meeting minutes

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

Lewis reminded all that the Census 2020 mailings should be out this week to homeowners and emphasized the importance of completing and returning the survey. PBS will be airing "Around the Corner" on March 26, 2020 highlighting the City of Ashland. The City has been awarded a number of grants including a WisDOT grant for $565,000 to be used for street repair on St. Claire from Prentice Avenue to Stuntz Avenue; an Army Corp Grant for the amount of nearly $2 Million to be used to repair the water intake pipe; and a Surface Transportation Grant for approximately $1.2 Million to be used to repair Prentice Avenue in 2023. There will be a Source Water Protection Committee meeting on Monday, April 13, 2020. Lewis asked Kucera to speak about the Coronavirus status including notices made on the City's website, Bad River's move to allow employees to work from home, and the impact on the upcoming election in April. Lewis finally mentioned work was being done on City Hall's 2nd floor restroom by staff.

6. CONSENT AGENDA

A. Miscellaneous Minutes

B. Operators' Licenses

The following individuals applied for an operator's license: John P. Huybrecht, Sara Maday, Autumn F. Rankin.

C. February 2020 Planning & Development Report

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

7. NEW BUSINESS

A. Approve a Resolution to Terminate Participation in the Wisconsin Administrative Code Chapter 95 VFF-EMT Wisconsin Length of Service Award Program for Volunteer Firefighters and Emergency Medical Technicians, and Allocate the Funds Received for the City to Fund 461 – Fire Capital Equipment *(Finance)* Roll

MacKenzie offered a friendly amendment, seconded by Jackson to suspend allocating the funds of the retired program. The motion passed 8-2 by voice vote; opposed were George and Moore. George moved, seconded by Moore to approve the amended resolution. The motion passed 9-1 by roll call vote; Whitebird opposed. **FILE #17557**

B. Approve Bid for the Construction of a New Police Station at 414 11th Avenue West *(Administration)* Roll

Kevin Haas moved, seconded by Holly George to approve. The motion passed 7-3 by roll call vote; opposed were Whitebird, Franek and Pufall.

C. Presentation, Discussion, and Approval of a Debt Issuance Plan for the Sale of Approximately $7,780,000 General Obligation Promissory Notes, and Including Approval of Waiving the Advertising Requirement per Chapter 194.04, Ashland City Ordinances, for Professional Services *(Finance)* Roll

Ullman moved, seconded by Moore to approve. The motion passed unanimously by roll call vote.

M. Presentation, Discussion and Approval of the 2020 Construction Budget for the New Police Station, Including Contracting with a Construction Manager for the Project *(Finance)* Roll

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

D. Approve to Apply for a Wisconsin Department of Justice Drug Trafficking Response Grant *(Police Dept)* Voice

Tochterman moved, by Jackie Moore to approve. The motion passed unanimously by voice vote.

E. Approve Hiring of 2 Part-Time Police Officers *(Police Dept)* Roll

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

F. Approve to Apply for a Wisconsin Department of Transportation (WisDOT), Bureau of Transportation Safety 2020 Wisconsin Summer Event Grant *(Police)* Voice

Moore moved, seconded by Franek to approve. The motion passed unanimously by voice vote.

G. Approve to Renew a Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services *(Fire Department)* Roll

George moved, seconded by Whitebird to approve with the options as recommended. The motion passed unanimously by roll call vote.

H. Approve to Repeal and Recreate Chapter 889 (1536), Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, Ashland City Ordinances *(Planning)* Voice

Moore moved, seconded by Tochterman to approve. The motion passed unanimously by voice vote. **FILE #17558**

I. Approve the City of Ashland's Share of Ellis Avenue Pavement Replacement Estimated Costs and Associated Estimated Utility Costs *(Public Works)* Roll

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

J. Approve to Hire an Engineering Technician for the Public Works Department *(Public Works)* Roll

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

K. Approve to Apply for Natural Resources Foundation Grants for Trail Improvements at Prentice Park *(Parks and Recreation)* Voice

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

L. Approve to Apply for an AARP Community Challenge Grant for Ashland Ore Dock Redevelopment Project for Park Amenities and Improvements *(Parks and Recreation)* Voice

George moved, seconded by Haas to approve . The motion passed 8-2 by roll call vote; opposed were Whitebird and Franek.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on March 10, 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, March 10, 2020 Ashland City Council meeting was called to order by Council President Kate Ullman, in the Ashland City Hall Council Chambers at 7:05 p.m.

1. Roll Call

PRESENT: Holly George, Matthew MacKenzie, Sarah Jackson, Kate Ullman (5:35), Ana Tochterman, Wahsayah Whitebird, Kevin Haas, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: Charlie Ortman (excused)

ALSO PRESENT: Maror Debra Lewis, City Administrator Brant Kucera, and City Clerk Denise Oliphant.

2. Council President's Report

Ullman made mention of a few upcoming items for discussion including a report from Chief Gregoire, and an update regarding Coronavirus contingency plans. The Public Works Director is looking into the City's sidewalk special assessment procedure and plans to bring his report to Council. Thank you to John and Sara for the recent grants received. Ullman has been talking with the Administrator and the Fire Chief about the firefighting foam regulations.

3. Administrator's Report

Kucera is working on an RFP for a facilitator for the City's Strategic Plan and a construction manager for the new Police Facility.

4. Approval of Agenda

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

5. Committee Reports

Harbor Commission - Lewis: no report.
Plan commission- MacKenzie: no report.
Police & Fire Commission - Lewis: discussed hiring of PT officers for PD and 2 new firefighters
Library Board - Jackson: no report.
Housing Authority - Franek: discussing spending reserves.
Housing Committee - Tochterman: approved final recommendations for housing, moving forward with rental unit rating system, looking into potential for selling City lots for small homes construction. Lewis added a grant has been awarded for an area housing study.
Parks - Haas: moving forward with ore dock items, Superfund fencing coming down in 2021, Maslowski Beach work in progress, talked about the importance of the tree committee in reference to the Vaughn Avenue reconstruction project, working to get bouldering wall up and running, looking at starting a summer Pickleball program, planning on events to coincide with Farmers' Market, discussed reinforcing ball field users to pay for use, establishing committee to look at Bike Plan to integrate needed pedestrian language, discussing improvements to East end skating rink/tennis court lot.
Public Works Committee - moore: no report
Sustainability - Ullman: discussed Farmers' Market plans, rain barrel sale, and World Water Day speaker at Northland College on March 19, 2020.
Historic Preservation - Franek: no report
Disabled Parking - Whitebird: no report
Source Water Protection Committee - Whitebird: proposed an event for Earth Day.

6. Discussion Items

A. Discussion and Possible Action on a Proposed Ordinance to Ban Conversion Therapy in the City of Ashland *(Councilor Whitebird)*

Whitebird moved, seconded by Moore to approve and move forward to Council for final approval. The motion carried unanimously by voice vote.

B. Update Regarding the 2020 Census and Redistricting *(Councilor Ullman)*

Discussion only.

7. Adjournment

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: **Approve a Resolution to Create Chapter 408 (1930) Banning the Practice of Conversion Therapy for Minors in the City of Ashland, Ashland City Ordinances**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS:
1. Proposed Resolution
2. Proposed Ordinance

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Councilor Whitebird has asked that the council discuss a possible ordinance banning the practice of conversion therapy in the city. Conversion therapy bans prohibit practitioners from attempting to change the sexual orientation or gender identity of a minor patient. An ordinance was drafted modeled on those adopted by other communities, such as Madison, Milwaukee and Eau Claire. The City Attorney has provided provided feedback which was incorporated into the final draft of the ordinance. A resolution in support of the ordinance was created to provide context, which is also aligned with the “purpose’ statements provided by other communities.

Ten municipalities in Wisconsin have banned conversion therapy (Appleton, Cudahy, Eau Claire, Glendale, Madison, Milwaukee, Racine, Sheboygan, Shorewood, Superior). In addition, 20 states and the District of Columbia have banned the practice.

This item was approved unanimously by the Committee of the Whole on March 10, 2020.

RESOLUTION TO ADOPT CHAPTER 408 (1930) BANNING THE PRACTICE OF CONVERSION THERAPY FOR MINORS IN THE CITY OF ASHLAND, ASHLAND CITY ORDINANCES

WHEREAS, it is the well documented, prevailing opinion of the medical and psychological communities that conversion therapy has not been shown to be effective, and that it creates a potential risk of serious harm to those who experience the phenomenon; and

WHEREAS, numerous professional organizations have made public statements or policies opposing conversion therapy, including the American Academy of Paediatrics, the American Academy of Child Adolescent Psychiatry, the American College of Physicians, the American Medical Association, the American Psychiatric Association, the American Counselling Association, the American Psychological Association, and the National Association of Social Workers; and

WHEREAS, a 2009 report of peer reviewed journal literature on sexual orientation change efforts conducted by a task force of the American Psychological Association concluded that there is evidence that these efforts result in harm including loss of sexual feeling, depression, suicidality, and anxiety,[1] and

WHEREAS, a 2002 report found that respondents who had undergone conversion therapy experienced psychological and social harm including depression, suicidal thoughts and attempts, isolation, alienation, and poor self-esteem,[2] and

WHEREAS, as of March 1, 2020, twenty states and the District of Columbia, and ten municipalities in the State of Wisconsin have already banned conversion therapy from being practiced on minors.[3]

NOW, THEREFORE BE IT RESOLVED that the City of Ashland, in order to protect the health, safely, and welfare of the people of the City of Ashland, especially the physical and psychological well-being of minors, including LGBTQ+ youth, and to protect them against exposure to the serious harms caused by conversion therapy, does hereby adopt Chapter 408 (1930) Banning the Practice of Conversion Therapy for Minors in the City of Ashland.

PASSED: March 31, 2020

_____
Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

_____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

_____
Tyler W. Wickman, City Attorney

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[1] American Psychological Association, Task Force on Appropriate Therapeutic Responses to Sexual Orientation. (2009). Report of the American Psychological Association Task Force on Appropriate Therapeutic Responses to Sexual Orientation. Retrieved from http://www. apa.org/pi/lgbc/publications/therapeutic-resp.html

[2] Shidlo, Ariel and Michael Schroeder "Changing Sexual Orientation; A Consumer's Report", Professional Psychology Research and Practice, 2002, Vol. 33, No. 3

[3] Movement Advancement Project https://www.lgbtmap.org/

(2377)

ORDINANCE TO CREATE CHAPTER 408 (1930) BANNING THE PRACTICE OF CONVERSTION THERAPY FOR MINORS IN THE CITY OF ASHLAND, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of March 31, 2020 for the purpose of creating an ordinance banning the practice of conversion therapy for minors in the City of Ashland, Ashland City Ordinances.

SECTION I:

Section 408.01 **DEFINITIONS** shall read as follows:

a. "Person" means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business organization.

b. "Conversion therapy" means any practices or treatments offered or rendered to consumers for a fee, including psychological counseling, that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. "Conversion therapy" does not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.

SECTION II

Section 408.02 **CONVERSTION THERAPY PROHIBITED** shall read as follows:

a. It is unlawful for any person to provide conversion therapy to anyone under 18 years of age.

SECTION III

Section 408.03 **PENALTY** shall read as follows:

a. Any person convicted of violating this section shall be subject to a forfeiture of not less than $500 nor more than $1,000 for each violation. For purposes of this section, each day a person is found to have practiced conversion therapy shall be considered a separate violation.

SECTION IV

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

_____
Councilperson

PASSED: March 31, 2020
PUBLISHED: April 11, 2020

ATTEST: _____ _____
City Clerk Mayor

APPROVED AS TO FORM:

_____
Tyler W. Wickman, City Attorney

SUBJECT: **Approve a Resolution to Apply to Wisconsin Economic Development Corporation (WEDC) to Become a Main Street Community *(Planning & Development)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
City Administrator

EXHIBITS:
1. Proposed Resolution
2. Ashland 2020 Main Street Application Proposal

EXPENDITURES REQUIRED: $70,000 per year for Main Street Manager/Assistant Planner salary and downtown projects

AMOUNT BUDGETED: $70,000

APPROPRIATION REQUIRED: $0

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed resolution to apply to institute a state affiliated Main Street Program in Ashland directly accomplishes this short term goal as identified in the City's Comprehensive Plan.

SUMMARY STATEMENT:

A short-term goal identified in the City's Comprehensive Plan is to implement a state affiliated Main Street Program to provide a successful guiding framework for future downtown development and revitalization efforts. Particularly given the historic nature of Ashland's downtown, the fact that the National Main Street Center is a subsidiary of the National Trust for Historic Preservation will offer a wide range of benefits to Ashland and illustrates the important connection between a successful Main Street and historic preservation.

The anticipated benefits of participating in the National Main Street Center's state affiliated program as outlined in the Comprehensive Plan include:

- Technical assistance and networking opportunities with successful

communities across the state;
- Focus for revitalization efforts that include and bring together historic preservation, business development, enhancement of public spaces and activities, placemaking and public art, and ensuring our downtown is inviting and attractive to residents and visitors of all age groups;
- Capitalizing on Ashland's existing mix of uses and events in the downtown while strategically identifying opportunities for enhancement and acquiring market-driven data to help determine how to best diversify current downtown offerings; and
- Overall increase capacity to "market downtown Ashland, coordinate projects and improvements, leverage existing resources for renovation and redevelopment-- and to make sure that high standards are both set and adhered to" (p. 29).

Attached is a proposal that details the anticipated program benefits, goals, staffing, budget and partnership with other community entities (including through board representation). This proposal was provided to the Chamber of Commerce board to ensure that the Chamber is fully in support of the City's vision for the Main Street Program in Ashland and will be a strong partner in implementing and expanding the Main Street Program. Both the Chamber of Commerce Board and Director are in support of the City's application to submit the proposed Main Street application in April, 2020.

RESOLUTION TO APPLY TO WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) TO BECOME A MAIN STREET COMMUNITY

WHEREAS, Wisconsin Economic Development Corporation administers the State of Wisconsin's Main Street Program which is affiliated with the National Main Street America program; and

WHEREAS, a short-term goal identified in the City of Ashland's Comprehensive Plan is to establish a State affiliated Main Street Program; and

WHEREAS, funding to support the required $70,000 per year for a Main Street Manager and downtown projects has already been identified in the City's budget.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby approves to submit an application to Wisconsin Economic Development Corporation in April, 2020 to become a designated Main Street Community.

_____
Councilperson

PASSED: March 31, 2020

ATTEST: _____
Denise Oliphant, City Clerk

_____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

_____
Tyler Wickman, City Attorney

(2378)

2020 MAIN STREET APPLICATION PROPOSAL

WHAT IS THE MAIN STREET PROGRAM?

The Wisconsin Main Street program was created in 1987, and is affiliated with the National Main Street Center. The Main Street America™ program is designed to provide technical support and training for organizations dedicated to downtown or commercial corridor revitalization activities.

Programs follow the Main Street approach which provides a holistic framework for implementing downtown development focusing on 4 key areas:

- Organization
- Design
- Economic Vitality
- Promotion

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ASHLAND

City of Ashland, Wisconsin
601 Main Street West · Ashland, WI 54806 · www.ci.ashland.wi.us

OBJECTIVES

ANTICIPATED BENEFITS

- Equivalent of $100,000+ in technical assistance
- Additional staff specifically dedicating time towards downtown development
- Will be paired with façade improvement matching grant program which Main Street Manager will administer
- Provide an additional resource to provide more education and direct support to downtown property owners and businesses in applying for grants, tax credits and other incentives to improve their buildings and/or expand their business. This work will continue to be done in partnership with the Chamber and AADC
- Main Street Manager will attend annual training to learn about current trends in downtowns

PROGRAM GOALS

- Receive technical assistance to complete market analysis to determine business and restaurant types which would be most beneficial and feasible to diversify offerings in Ashland's downtown
- Receive technical assistance to complete a downtown housing study. This study will evaluate impacts of downtown residential units on downtown businesses and events, and identify ways to increase residential options in the downtown. Providing more residential options in the downtown will create a larger base of potential customers for downtown businesses while offering a more sustainable lifestyle that is critically important to younger residents.
- Extend average stays of downtown visitors not associated with specific events to 2 hours
- Compile and maintain data regarding downtown vacancy rates, available downtown properties and spaces for lease (including square footage and price), and complete market and housing analyses to effectively market downtown opportunities
- Receive technical assistance in implementing Comprehensive Plan goal of establishing a targeted revitalization zone to clearly distinguish Ashland's historic downtown core
- Promote collaborative entrepreneurialism in downtown Ashland through partnerships with AADC, the Chamber, Northland College, WITC, and regional and state agencies

LOGISTICS

APPLICANT

The City of Ashland will be the Main Street Community applicant, but would like to submit the application in partnership with the Chamber of Commerce and continue to closely partner to work towards the program goals, support current and future downtown businesses and continue to foster a vibrant, pedestrian-friendly downtown.

STAFFING

The City of Ashland will be hiring an Assistant Planner in June 2020, whose position will be split with 20 hours per week dedicated towards the downtown.

Responsibilities of the Main Street Manager will include:

- Administer City façade improvement grant program
- Serve as a resource to guide potential downtown investors and entrepreneurs through regulatory processes and assist with identification and applications for grants, tax credits and other available resources
- Hold open office hours in the downtown to meet with potential developers, provide information about financing and development incentives available, and serve as a point of contact for residents and visitors who would like to become involved in the downtown (i.e. volunteer opportunities, what they would like to see in the downtown, etc.)
- Work with Chamber, AADC and existing/future businesses to leverage Main Street program involvement to provide targeted technical assistance
- Organize and facilitate opportunities for public involvement and volunteerism to build upon existing placemaking initiatives
- Partner with Chamber, Farmer's Market and other community partners to coordinate additional downtown programming and festivals (examples: Out to Lunch in the Park events, staffing for movie nights, etc.)
- Work on fundraising/programming that will provide permanent revenue sources for the Main Street program.

BUDGET

A commitment of $70,000/year for minimum of 3 years is required to become a Main Street Community. This $70,000 budget includes wages for the Main Street Manager as well as funding to implement projects.

YEAR 1 BUDGET

Main Street Manager Salary	$13,000
Planning Department budgeted funds for Downtown projects	$15,000
Facade Improvement Grant Program	$150,000
Total Year 1 Budget:	**$178,000**

EXPECTATIONS OF PARTNERSHIP WITH CHAMBER OF COMMERCE

- Continue to partner with City to bring in and support new downtown businesses
- Continue to offer events and promotions in the downtown
- If the Main Street Manager requests assistance from Chamber staff for events/programming, the Chamber will be compensated accordingly

BOARD REPRESENTATION

- Chamber of Commerce
- Downtown retailers and food service
- Downtown professional service providers (lawyer, bank/credit union)
- Downtown landlord
- Local realtor
- Northlakes Clinic
- Downtown resident
- 1-2 community at-large members
- Memorial Medical Center
- Bretting or H Windows (manufacturer)
- AADC

SUBJECT: **Approve to Apply for International Mountain Bike Association (IMBA) Trail Accelerator Grant *(Parks & Rec)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Director

EXHIBITS: 1. IMBA Trail Accelerator Grant Program Application

EXPENDITURES REQUIRED: $5,000 Match (confirmation not received to date from MMC)

AMOUNT BUDGETED: $0

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The item complies with the City of Ashland's Comprehensive Outdoor Recreation Plan.

SUMMARY STATEMENT:

The Parks and Recreation Director is seeking approval from the Common Council to apply for an IMBA Trail Accelerator Grant to assist in planning a future mountain bike trail within the City of Ashland.

There are three potential sites for this trail: Memorial Medical Center (MMC) property, Bay City Creek and Farm Road Trails. The MCC property is the ideal site as there are public ski trails already on site and MMC has support this grant proposal in 2019.

MMC has not approved the match yet, as when the "ask" was made, the COVID-19 epidemic broke out. The Director has not felt it is a good time to ask and the grant application is not due until May 30, 2020. If a match is not found, the grant will not be applied for.

The purpose of the Trail Accelerator Grant is to grow the quantity and quality of mountain bike trail communities. Trail Accelerator grants provide a jump-start to communities that have the interest and political support to develop trail systems, but need assistance to get projects up and running. A Trail Accelerator grant offers awardees professional trail planning and consultation services to launch their trail development efforts,

which can often leverage additional investment from local, regional, and national partners.

The new application is not able to be opened until April 1, 2020. The attached is the application from 2019.

IMBA Trail Accelerator grant program. Developing more trails close to home

Background Information

- Organization Name
  City of Ashland Parks and Recreation
- Complete Address
  400 4TH AVE W
  Bretting Community Center
  Ashland WI 54806
- Phone Number
  7156827059
- Webiste
- Primary Contact
  SARA A HUDSON
- Primary Contact Phone Number
  7156851644
- Primary Contact Email
  shudson@coawi.org
- Organization Type
  Public agency
- Project Title
  MMC Bike Trails
- Project Location
  https://www.google.com/maps/place/Memorial+Medical+Center/@46.5688599,-90.8928228,1449m/data=!3m1!1e3!4m5!3m4!1s0x52a9146d037d7593:0x7668f857676eeadd!8m2!3d46.5688141
  90.8881572
- What is your preferred timeline to start and complete this project?
  Project Planning Start Date: June/July 2019, Completion Date: December 2019. This time frame can also be adjusted as the partners have do not have any deadlines to adhere to.

- What previous natural surface trail planning processes have been completed in this area?
  20 years ago, 7 km of ski trails were put in the area. Since then no further natural surface trail planning processes have been done.

- Has a representative from your committee/community attended an IMBA Trail Lab?
  Yes

- This is an in-kind grant, and if successful your project will be awarded staff time from the IMBA Trail Solutions Department (and qualified subcontractors), who will complete an agreed-upon trail planning process in your community. This is not a cash grant. Do you agree?
  Yes

- This is a one-to-one matching grant. For example, if you request and are awarded a $5,000 grant, you must commit an additional $5,000 in cash, if you are awarded a $30,000 grant, you must commit an additional $30,000 in cash. Do you agree?
  Yes

- Project type and amount requested (to be matched one-to-one)
  Site/park trails concept plan - grants range from $5,000-$15,000
  Requesting $ 5000

- Are there relevant planning documents, management plans, etc. for this project area? If so, please provide a ZIP file or download link.

Application Questions

1. Organization/agency description and mission - please describe your organization including numbers of staff in the parks/recreation/trails department; mission statement and recent recreational trail projects.

   The mission of the City of Ashland is to always promote the betterment of Ashland. Ashland's vision is to be a thriving community that values it environment. This is done through supporting our values: our natural environment, our rich history, our unique/diverse cultures, our way of life and our stewardship for resources.

   The City of Ashland has approximately 110 FTE's. The duties of updating and maintaining the City's park, recreational spaces and trails is split between the City's Parks and Recreation and the Public Works Departments, totaling 10 staff members.

   Over the last 15 years, the City has been successful in creating several trails systems. The Ashland Rails to Trail System (ARTS) is an 11.5 mile pedestrian bike loop constructed on old railroad corridors in the

City of Ashland, a one mile Safe Routes to School Trail that links several Ashland neighborhoods to the Lake Superior Primary and Ashland High Schools, & two miles of ADA trail were reconstructed in Prentice Park.

2. Project summary - How will your project create more trails close to home? Please give a background and summary of your proposed project, including a description of the demand for trails in your community.

   Ashland, WI is located on the southern shores of Lake Superior in Chequamegon Bay and has a long history of being an industrial town, but over time the culture of the regional turned to realize that recreation as an economic driver.

   Currently there are no beginner to intermediate off road/mountain bike trails within 25 miles of Ashland. This project will allow bikers of all abilities & backgrounds a safe place to learn & experience off road/mountain biking. This location is also conducive to host small skill clinics & demos for people of all. The location of the trail in close proximity to the schools allows opportunities for off road biking to be incorporated into curriculums.

   With the addition of the Mt. Ashwabay trail cluster more youth have started to bike in the Chequamegon Bay area, consisting of the school districts of Ashland, Washburn, Bayfield and South Shore. The fall of 2018 was the start of a Middle School and High School 4H biking club, who successfully ran 5 bike rides with average attendance of 15 riders. With the increased number of riders, the hope is to start a NICA team within the next three –five years. This is a similar time frame to that of building the new trail. It is hoped the new trail could be used for NICA race course and that all trails sponsored by CAMBA and the City of Ashland located on MMC property will be open to the public.

   This trail system will also help to assist in promoting the newly formed Ashland and Bayfield County 4H biking club, fashioned after 4H CANSKI (Chequamegon Area Nordic SKI https://4hcanski.org/). The hope is that a fleet of bikes can be found, maintained, and transported for youth bikers to use and to help promote outdoor recreational opportunities in the area. The hope is that this club will be a stepping stone to create an area NICA team.

   MMC currently has approximately 7 km of ski trail on their property and recently purchase approximately 60 acres of land, adjustment to their campus, for the potential expansion of senior living. This trail system would be planned around the potential building site & accessible to the individuals living there. Statistics how that more and more older adults are taking up fat biking as exercise.

3. Area description - please describe the project area. Please include details such as the approximate population of the area and other demographics, proximity to schools, public lands/parks (and their sizes),

trailheads and campgrounds, neighboring trail systems, landscape and topographical character, etc.

Ashland, WI, is called "home" by 7,823 hardworking, hearty, and resilient people. Though the City is rich in natural resources, 56% of the Ashland School District student qualify for free or reduced lunches. And 12.2% of the population lives at or below the poverty line. The median household income for a family of four in the City of Ashland is $39,662. Approximately 20 % of the population is both under 18 years of age, 17% over the age of 65 and 51% of the population being women.
The City of Ashland is working with Memorial Medical Center to build beginner to intermediate mountain bike (off road) trails on approximately 121 acres of land within the city limits. The proposed location for the trail would be approximately ½ mile to the Ashland High School, ¾ mile to the Lake Superior Elementary School, ½ mile to the Wisconsin Indianhead Technical College, two miles from Northland College and 2.25 miles from the Ashland Middle School.
The proximity to public lands and parks is as follows:
- ½ mile from the Ashland School Forest, approximately 40 acres.
- 2.4 miles from Prentice Park and Campground , a 99 acre park with 6 RV and 8 tent camping sites, pavilions, playground, bathroom and 3 miles of pedestrian trails
- 3 miles from Maslowski Beach, a 14 acre park on Lake Superior with three public beaches, playground, and 2 artesian wells
- 4 miles from Kreher Park and RV Campground, a 10 acre park with 32 RV campsites, public beach, playground, pavilion, boat launch and bathroom.
- 4.5 Miles of the Historical Ashland Oredock, a 4 acre dock/fishing pier
- 15 miles from the Chequamegon Nicolet National Forest, a 1.5 million acre US National Forest
- 25 miles from Mt. Ashwabay and Whiting Road Trail Heads both located on Bayfield County Forest consisting of 1700 acres
- 40 miles to Cable and the North End and Camp 38 trail heads located in both the Bayfield County Forest and Chequamegon Nicolet National Forest.
- 45 miles to the Namekagon, Rock Lake, Wilson Lake, and Patsy Lake trail heads located in the Bayfield County Forest and Chequamegon Nicolet National Forest.

The proposed area for trail development is a mix between old farm fields, reforested area and ephemeral wetland type environments. The topography is flat with slightly rolling contours and the majority of the soil is clay.

4. Project goals - please list the 3-5 goals that this proposed trail planning process will accomplish.

The MMC Bike Trail Planning Project has the following goals:
- Increase community knowledge and education on the sport of mountain biking
- Create a plan that lays would where, what kind and how many miles of trails are feasible on the property

- Write a physical plan with associated concept map to assist with fundraising efforts to build the proposed trails
- Establish stepping stone to creating a community wide trail plan within the City of Ashland

5. Does this project involve an IMBA affiliated local mountain bike organization or other mountain bike/trail volunteer organization? Does this project benefit a local NICA team? For example, the project will result in a NICA race course (open to the public) being designed. If yes, then please list the names of these groups and explain your partnership with them.

   This project will work with the Chequamegon Mountain Bike Association (CAMBA) & the North Coast Cycling Association (NCCA) on this project. CAMBA & NCCA use volunteers to assist in the creation, maintenance & advocacy for road, mountain, fat/snow biking in the Chequamegon Bay Area. MMC has taken steps to promote community wellness by hiring a Wellness Coordinator & supporting projects that these goals. The closest NICA team is a composite team in Hayward, WI consisting of riders from 3 schools.

6. Does this proposed project have a trail planning committee? If yes, what organizations are represented on that committee? Please list any other agencies who are partnering in your project.

   Members of the trial planning committee are as follows:
   Sara Hudson – City of Ashland
   Kyle Narges - MMC Wellness Coordinator
   Norm Engstrom – NCCA
   Roger Aiken – NCCA
   Alex Faber – Bay City Cycles (local bike shop)
   Ron Bergin – CAMBA
   Pat Earing – Community Member/Trail Builder
   Amy Amman – Biker/Community Member

7. How does this project support increasing the diversity, equity, and inclusion of trail users in the community?

   This project will allow bikers of all abilities & backgrounds a safe place to learn & experience off road/mountain biking. The location of the trail in close proximity to the schools allows opportunities for off road biking to be incorporated into curriculum. The trail system will also help to assist in the newly formed Ashland & Bayfield County 4H biking club. MCC recently purchase approximately 60 acres of land for the expansion of senior living, This trail system would be accessible to those

8. Do you have written support from three local officials for this project? (both land managers and elected officials)

Yes (10 points)

Debra Lewis - Elected Mayor City of Ashland, David Mettille - Elected Ward 5 City of Ashland Councilor and Elected City Council President, and Jason Douglass - Memorial Medical Center President/CEO, land manager of the Memorial Medical Center properties.

SUBJECT: **Approve a Resolution to Apply for State of Wisconsin Department of Natural Resources Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application *(Parks & Rec)* Voice**

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Public Works
City Administrator

EXHIBITS:

1. Proposed Resolution
2. Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

EXPENDITURES REQUIRED: TBD

AMOUNT BUDGETED: $0

APPROPRIATION REQUIRED: $0

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item complies with Authentic Ashland 2035, City of Ashland's Waterfront Redevelopment Plan and City of Ashland's CORP

SUMMARY STATEMENT:

The Parks and Recreation Department is seeking approval to apply for WIDNR Grants for the rehabilitation of the Kreher Park Campground. This project would be done in 2021 or 2022 and consists of:

- reconstruction of parks roads and parking lots
- construction of a new shared bathhouse between the campground, boat launch and park

- new RV campsites
- new electric to all site
- new water service to all sites
- potential new sanitation to some new sites
- expansion of the campground to the upper bluff area (between Prentice and Willis Avenues along the old railroad corridor)

The work would be budgeted in the 2021 CIP Budget as the upgrade of the Kreher Park bathroom had been on the list in 2018 and 2019. It was taken off in 2020 for other priorities and agreed to be placed back on in 2021.

RESOLUTION TO APPLY FOR STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES STEWARDSHIP LOCAL ASSISTANCE, FEDERAL LAND & WATER CONSERVATION FUND, & RECREATIONAL TRAILS PROGRAM GRANT APPLICATION

WHEREAS, the City of Ashland is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project.

THEREFORE, BE IT RESOLVED, that The City of Ashland has budgeted a sum sufficient to complete the project or acquisition and hereby authorizes Sara Hudson, Director of the City Parks and Recreation Department to act on behalf of the City of Ashland to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Ashland will comply with State or Federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Passed and Adopted this March 31, 2020

_____
Councilperson

_____
Denise Oliphant, City Clerk

_____
Debra S. Lewis, Mayor

Approved as to Form

_____
Tyler S. Wickman, City Attorney

(2379)

Save... Print... Clear Data

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

Form 8700-191 (R 01/18)

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant	Individual Authorized to Act on Behalf of Applicant	
Street or PO Box	Title	
City, State, Zip Code	Telephone Number	Fax Number
County	E-Mail Address	

Mail Check to (If different from applicant):

Name	Address		
Organization:	City	State	ZIP Code

Section 1: Project Information

Project Title:

Project Type: (select one)

- ◯ Development
- ◯ Acquisition
- ◯ Rehabilitation
- ◯ Maintenance

Project Location

Township	Range	Section	¼	¼ ¼	County
N					

GPS Coordinates:

Congressional/Legislative District Numbers

WI Senate	WI Assembly	US Congress

D-U-N-S #

Financial Summary

Total Project Costs	Grant Request (up to 50%)

Sponsor Match Sources:

Sponsor Funds:

Cash	$
Force Account Labor	
Force Account Equipment	
Force Account Materials	

Donations (Non-Governmental)

Land	$
Cash	
Labor	
Materials	
Equipment	

Other

	$

Total Sponsor Match:

Project Description

Provide a detail description of the project proposal that includes the primary purpose and goals; description of the project: public access and use; implementation and key partnerships; and operation and maintenance of the project.

Section 2: General Project Information

1. **Park/Trail/Recreational Area Name:**_____(i.e. Lakeshore Park, Big Ben Recreational Area, Six Mile Wilderness Trail, etc.)

   Total Park Acreage: _____ **Acreage for this Project:** _____

   ◯ Project site is undeveloped ◯ Project site is partially developed

2. **Are there any underground utility easements or overhead power lines on the property?** Explain:

   _____

3. **How will the public access the property?** (select all that apply)

   ☐ Roadway ☐ Trail ☐ Adjacent applicant property ☐ By Water

   ☐ Other _____

4. **When will the property or facility be open to the public?** _____

5. **Who is the primary project manager?** ◯ Applicant from Page 1 ◯ Other - Specify:

   _____

6. **Who is handling the financial administration of the project?** ◯ Applicant from Page 1

   ◯ Other - Specify: _____

7. **Estimated Project Timeline:**

   Acquisition: Have you already purchased the property? If yes, date _____

   If so, have you received a DNR "letter of retroactivity" for the project? ◯ Yes ◯ No

   If no, anticipated closing date: _____

   Development: Anticipated Start Date _____

   Anticipated Completion Date _____

8. **Describe the current project site and use.** (Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.)

   _____

9. **Are there any known controversies/complications with the proposed project?** Are there any measures proposed to address the controversies/complications?

   _____

10. **Has the area been surveyed for endangered and rare species?** If yes, explain.

    _____

11. **Have you discussed the project with your regional DNR Community Services Specialist?** ◯ Yes ◯ No

    DNR Contact _____

IF ACQUISITION:

12. The landowner (seller) is a(an): ◯ Individual ◯ Developer ◯ Corporation ◯ Other: _____

13. Is the property located within the boundaries of another unit of government? ◯ Yes ◯ No
If yes, attach copy of approval resolution from other jurisdiction.

14. Is the property currently being leased or rented? ◯ Yes ◯ No
If yes, Date agreement expires: _____
If yes, explain and include copy of the lease.

15. Are there any buildings on the property? ◯ Yes ◯ No
If yes, explain what will be done with them.

16. After (or at the time of) the land purchase, will a conservation easement be executed on the property? ◯ Yes ◯ No
If yes, explain and attach draft easement.

17. Did the seller originally acquire property 3 or less years before expected date of purchase? ◯ Yes ◯ No
If yes, attach copy of seller's deed for potential grant calculation purposes.

18. Will the property be transferred to another eligible sponsor? ◯ Yes ◯ No
If yes, explain and provide the adopting resolution from the accepting sponsor

19. Is seller requiring payment for property over time? ◯ Yes ◯ No
If yes, explain.

IF DEVELOPMENT:

20. Does someone other than the applicant from page 1, own the site? ◯ Yes ◯ No
If yes, explain and attach easement or lease document.

21. Does the State of Wisconsin own the site? ◯ Yes ◯ No
If yes, explain and attach the land use agreement/memorandum of understanding.

22. What soil disturbance will be occurring on the site and what is the size of the total disturbed area?

Required Application Attachments

Please submit the following documents as attachments to the grant application. Note that some attachments are only applicable to select project types.

Acquisition Project	Development Project	Required Application Attachments
☐		Grant Application (Form 8700-191)
		Response to Ranking Questions & Criteria (Form 8700-338)
		Project Resolution from Grant Applicant
		Project Location Map
		Project Boundary Map
		Topographical Map
		Legal Description and GPS Coordinates
		Environmental Hazards Assessment Form (Form 1800-001)
		Cost Estimate Worksheet (Form 8700-014)
		Estimated Construction/Acquisition Timeline
		Site Plan (For Development projects -show facilities to be constructed with grant assistance; for Acquisition projects- identify planned trails or facilities.)
		Remediation Plan and (if available) signed DNR Final Close-Out Letter – Applicable only to projects with brownfields.
		Copy of related grant application and/or grant agreement (applicable only If applicant is proposing a grant as all or part of their local match)
	N/A	Public Access & Acceptable Uses Form (Form 8700-332)
		Appraisal (applicable to all acquisition projects and development projects that propose land donations as match)
		Offer to Purchase (if available)
		Relocation Plan (if applicable)
		Agricultural Impact Statement (if applicable)
		Copy of Seller's Deed (applicable only if seller has owned property for less than three years)
		Approval resolution from jurisdiction in which acquisition property is located (if property to be acquired is located outside of the applicant's jurisdiction)
		Agricultural resource impact determination document from DATCP (applicable only to acquisition projects with agricultural activity on the property)
N/A		Copy of Warranty Deed, Draft or Final Easement, Land Use Agreement, or Lease Document
		Required permits, if available
		Map showing the proposed project relative to the related larger trail system (for RTP trail projects only; map should identify roads and bridges).

Certification

I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative	Title
Signature	Date Signed

SUBJECT: **Approve a Resolution to Apply for Wisconsin DNR Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant *(Parks & Rec)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Public Works Director
City Administrator
Parks and Recreation Committee

EXHIBITS:
1. Proposed Resolution
2. Wisconsin DNR Urban Forestry 2020 Grant Application Guide

EXPENDITURES REQUIRED: up to $25,000

AMOUNT BUDGETED: $ 0

APPROPRIATION REQUIRED: TBD - Dependent on Remaining Contingency Funds

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item complies with Authentic Ashland 2035 and City of Ashland Tree Management Plan

SUMMARY STATEMENT:

The Parks and Recreation and Public Works Department is seeking approval to apply for potentially two DNR Urban Forestry Grants for tree replanting associated with the Vaughn Avenue Reconstruction Project and the update of the City of Ashland Tree Management Plan to include an Emerald Ash Borer/Tree Replacement Plan.

This grant is not due until October 1, 2020. At this moment I cannot access the grant application but the grant guidelines book is attached, the wrong due date is on the front.

The City will not apply for this grant unless there is a match, as it is not yet known if there are remaining contingency funds from the Vaughn Ave Reconstruction Project that could be used.

RESOLUTION TO APPLY FOR WISCONSIN DNR URBAN FORESTRY GRANT AND URBAN FORESTRY CATASTROPHIC STORM GRANT

WHEREAS, the applicant, The City of Ashland, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the applicant, The City of Ashland, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers City of Ashland Parks and Recreation Director Sara Hudson, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

_____
Councilperson

PASSED: March 31, 2020

ATTEST: _____ _____
Denise Oliphant, City Clerk Debra S. Lewis, Mayor

APPROVED AS TO FORM:

_____
Tyler W. Wickman, City Attorney

(2381)

Wisconsin DNR Urban Forestry Grants

APPLICATION DEADLINE: OCTOBER 1, 2019

2020 Application Guide

Printed on Recycled Paper

Table of Contents

2020 URBAN FORESTRY GRANT APPLICATION GUIDE

PURPOSE 3
2020 PROGRAM HIGHLIGHTS 3
GENERAL INFORMATION 4
IMPORTANT DATES 5
HOW TO SUBMIT A BETTER PROPOSAL 6
ABOUT STARTUP GRANTS 7
ELIGIBLE PROJECTS 8
INELIGIBLE PROJECTS 9
PROJECT COSTS 9
PROJECT REVENUE 11
AWARD AND EXECUTION OF CONTRACT 11
PAYMENT 11
APPLICATION OVERVIEW 12
COMMON QUESTIONS & ANSWERS 15

APPENDICES

APPENDIX A – URBAN FORESTRY GRANT CONTACTS 16
APPENDIX B – GLOSSARY OF TERMS 17
APPENDIX C – COST ESTIMATE WORKSHEET INSTRUCTIONS 18
APPENDIX D – DONATIONS 22
APPENDIX E – WORKING WITH CONSULTANTS 25
APPENDIX F – APPLICATION RANKING CRITERIA 30
APPENDIX G – SUBMITTING AN APPLICATION 31

2020 Urban Forestry Grant Application Guide

PURPOSE

The urban forest is made up of tree-lined streets, trees in private landscapes, schoolyards, community parks, riverbanks, parking lots, cemeteries, vacant lots, utility rights-of-way and anywhere else trees can grow in a community. Urban forestry is considered to be tree management, operations, and education within cities, villages and other areas of concentrated development.

The Urban Forestry Grant Program is designed to fund projects that improve a community's capacity to manage its trees (e.g., management plans, ordinances, staff training, tree board development, inventories, and public education). Projects that help conserve, protect, expand or improve the urban forest resource (e.g., planting, hazard tree removal, pest control) will also be prioritized. **The grants are intended to support new projects**. The grants are not intended to subsidize current, ongoing operations or replace existing funds. Two options are available: a) the regular Urban Forestry Grant, for communities with existing programs; and b) the Startup Grant, for communities that want to start an urban forestry program or resume an inactive one.

2020 PROGRAM HIGHLIGHTS, FUNDING PRIORITIES AND GOALS

- To be consistent with other DNR grants, the resolution from the governing body must accompany the grant application, arriving **on or before the October 1 deadline**. To accommodate this, the application period now opens July 1, allowing over 90 days to complete the process. Please plan accordingly, as obtaining an approved resolution from your organization may be a time-consuming process.

- The application was modified to accommodate both regular Urban Forestry and Startup grants. This merger allows for more consistent data collection for the two programs. In addition, based on answers to questions early in the process, the application provides feedback to the applicant on the most appropriate grant to apply for. Form 8700-298 is linked here for your convenience.

- Donated labor rates have been simplified. There is now a single rate of $15 per hour.

Applications will be ranked based on project outcomes - the impact the project will have on the urban forest. Successful projects should result in one or more of the following:

DNR Urban Forestry program goals (derived from WI DNR Division of Forestry Strategic Direction)

- Impacting the tree canopy on private property
- Developing or updating a tree inventory
- Working with partners to develop professional workshops or educational events

Other 2020 funding priorities

- Responding to Emerald Ash Borer
- Developing or updating a management plan
- Developing or updating tree ordinances
- Developing a citizen tree board
- Furthering staff training

GENERAL INFORMATION

1. Eligible applicants may be a Wisconsin city, village, town, county or tribal government, and 501(c)(3) nonprofit organizations residing and performing projects in Wisconsin. Partnerships with other eligible applicants are encouraged. Individuals, businesses, schools, school districts and state agencies are not eligible to apply.

2. This is a 50% reimbursement program. **Grant funds are not provided up front.** The applicant must initially fund 100% of project costs with a combination of cash, in-kind contributions and/or donations (donations can only count towards the applicant's share, they cannot be reimbursed). Upon completion, the grant recipient would request reimbursement for 50% of eligible costs. *(501[c][3] nonprofit organizations may request an advance of no more than 50% of the grant when a grant is awarded.)*

3. The minimum total project cost is $2,000. Grant requests must be between $1,000 and $25,000. There is no maximum project size; however, a grant award, and therefore reimbursement, is limited to $25,000 for regular Urban Forestry grants, and $5,000 for Startup grants. Approximately $420,000 is expected to be available from state funds for the 2020 grant year.

4. Proposals will be ranked by a core team of DNR Urban Forestry staff. Other appropriate program staff may be included as available. Ranking criteria are available in Appendix F, page 30 of this document.

5. **The DNR's urban forestry coordinators are available to assist you with your grant application.** Coordinators cannot write your grant application, but they can help you define your project, provide samples of previous applications and review your application prior to submission. For mailing addresses and telephone numbers see Appendix A, page 16.

6. Answers to commonly asked questions are found on page 15. The statute and administrative rules governing the program are at: http://docs.legis.wisconsin.gov/statutes/statutes/23/097 and http://docs.legis.wi.gov/code/admin_code/nr/001/47/V/50

7. In addition to our regular Urban Forestry Grant, the simplified Startup Grant is once again available for communities that want to start a tree management program or restart a program they once had. The Startup Grant has a maximum award of $5,000 and is targeted for small projects that can encourage or inspire a community to begin to manage its trees. Information and application materials for both grants are available at: http://dnr.wi.gov/topic/UrbanForests/grants/index.html

IMPORTANT DATES

July 1, 2019 – Opening of 2020 Urban Forestry Grants application period. Check out our webpage: http://dnr.wi.gov/topic/UrbanForests/grants/index.html

October 1, 2019: Grant **APPLICATION DEADLINE**. **All** application materials, **including the authorizing resolution,** must be sent no later than 11:59 p.m., **October 1, 2019**. Applications must be e-mailed to the program mailbox DNRUrbanForestryGrants@wi.gov. An application checklist with submission instructions is included on page 31 for your convenience.

November, 15, 2019: Applicants will be notified of funding status. The notification timeline is subject to change and dependent on the volume of applications and other factors.

December 2019: Successful applicants will receive a grant agreement no later than December 31, 2019.

January 2020: Grants are normally in effect from January 1 through December 31. The grant agreement will specify the effective dates for reimbursable project costs.

June 30, 2020: Interim Progress Reports are due. It is strongly recommended that you use our form (linked below), and submit it electronically to DNRUrbanForestryGrants@wi.gov. Form link: http://dnr.wi.gov/files/pdf/forms/8700/8700-345.pdf

December 15, 2020: Deadline for Urban Forestry Grant extension request. Extension requests may be approved at the discretion of the department only if emailed or postmarked no later than 11:59 p.m., on December 15.

December 31, 2020: 2020 Urban Forestry Grant expiration date.

March 31, 2021: Deadline to submit reimbursement request for grants that expired December 31, 2020. Reimbursement request packet, with all supporting documentation and appropriate signatures, must be sent by e-mail, mail, or fax by 11:59 p.m. Late submittal could result in loss of grant funding.

HOW TO SUBMIT A BETTER PROPOSAL

Here are some tips to help your proposal rate higher, receive sufficient grant funds and avoid delays in awarding of contracts.

Improving your project

- **Plan ahead -** Spend time thinking about and planning for your project long before filling out the application. Pre-planning is reflected in better project proposals.
- **Get input from others** that will be involved in the project or communities who have done similar projects. If your project will entail the use of a consultant, issue a request for proposals (RFP) and tentatively select the consultant prior to submitting your application.
- **Contact your urban forestry coordinator** for advice and assistance. They will review your project with you, provide assistance on how to complete the application and make recommendations on how to improve it. Don't wait until the last minute!

Improving your application

- **Plan ahead** – Start the process to obtain a resolution from your governing body right away. Their process could be lengthy, and the resolution is required when you submit the application.
- **Make sure the person who completes the application is familiar with the proposed project** and able to articulate it well.
- **Answer each question clearly, succinctly and completely.** Make sure your responses fully address all parts of every question asked. Have someone unfamiliar with your project read over your proposal. Do your responses give them a good understanding of what your project is about? Avoid leaving questions unanswered or simply saying yes or no.
- **Avoid irrelevant information**. Answers should be specific to the proposed project. Unless specifically asked, don't include information beyond the scope of the project.
- **Follow application instructions**. Have you submitted everything required for a complete application?

Improving your cost estimates

- Because grant awards are based on the applicant's cost estimate, careful cost estimating will assure that you have enough funds to complete the project and can possibly reduce your out-of-pocket costs.
- **Get estimates from vendors and consultants before you apply**. The cost of an inventory, for example, can vary greatly depending on what you want. There can be thousands of dollars difference between a quick snapshot tree count and a comprehensive assessment using computerized databases, aerial photography and geographic information systems. Your urban forestry coordinator can also help you decide what's best.
- **Round up to the nearest dollar** in the individual component sections.
- **Double-check your math**. In an effort to make the application more user friendly, built-in calculations have been added to the electronically fillable form.
- Regardless of the application format you choose, check the math. Also, be sure the total project and grant amounts shown at the bottom of the cost estimate worksheet match the figures on page 1 of the grant application form.
- **Make sure the cost estimate worksheet includes all anticipated project costs**. Review your responses to all of the questions. Have you mentioned any project components or aspects that are not included on the cost estimate worksheet?

ABOUT STARTUP GRANTS

The Startup Grant is for small projects focused on initial steps in community urban forest management. The application is designed to determine if you are at this level or beyond (only eligible for Regular grants). A long-term goal for applicants should be development of an ongoing urban forestry program.

- Grants are awarded on a competitive basis.
  Grants range from $1000–$5000 and provide a 50% reimbursement of eligible project costs up to the grant award. (*Minimum project cost is $2,000; there is no maximum.*)
- The applicant must initially fund 100% of project costs with a combination of cash, in-kind contributions and/or donations (donations can only count towards applicant's share, they cannot be reimbursed). Upon completion, the grant recipient would request reimbursement for 50% of eligible costs. *(501[c][3] nonprofit organizations may request an advance when a grant is awarded.)*
- Only one Startup Grant may be awarded to an applicant per year.
- Projects begin January 1 and must be completed within one calendar year.

A maximum of three Startup Grants may be awarded to an applicant within the lifetime of this Startup Grant program. To be eligible for a third Startup Grant, an applicant must either: a) have an existing tree inventory; or b) use the grant process to complete one.

Who may apply for a Startup grant? Cities, villages, towns, counties, tribes and 501(c)(3) nonprofit organizations* who meet two or more of the following conditions may apply for a Startup Grant:

- starting, recently started, or resuming a community-wide urban forestry program
- involvement and support for urban forests by boards/committees, elected officials, organizations and/or residents is low to non-existent
- there are no trained staff, contractors or volunteers authorized to handle, advise or oversee community tree care and management
- community urban forestry operations (planting, pruning, removal) is infrequently performed by staff or contractors

If this describes your organization, please select Startup in Section I of the Urban Forestry Grant Application, form 8700-298. If your program has grown beyond the requirements for a Startup grant, a note to that affect will appear at the bottom of application Section III.

Startup grants are reviewed separately from regular Urban Forestry grants.

(Prospective applicants are encouraged to contact their DNR urban forestry coordinator for guidance in assessing eligibility)

*(*501[c][3] organizations must assess eligibility of the community their project serves, not their own organization.)*

ELIGIBLE PROJECTS

Regular Grants

Projects must relate to urban forestry, which for the purposes of this grant program is considered to be tree management, operations, and education within cities, villages and other areas of concentrated development. Two or more project components can be combined into a single project. Examples of eligible project components include, but are not limited to:

1. Develop a strategic urban forestry plan
2. Develop an urban forest management plan or its components
3. Develop or revise a tree ordinance
4. Send staff to the Wisconsin Community Tree Management Institute (CTMI)
5. Form a community tree board or volunteer tree action group
6. Plan, perform, update and/or computerize a community tree inventory
7. Develop storm or pest emergency response plan
8. Develop/conduct urban forestry staff training, for example, Electrical Hazards Awareness Program (to comply with OSHA and ANSI standards), chain saw safety or body mechanics training
9. Develop urban forestry public awareness program/materials, for example, a tree selection and planting guide for community residents or an urban forestry display for use at various local events
10. Hold an Arbor Day observance
11. Develop/conduct an urban forestry volunteer or neighborhood involvement/management program
12. Conduct a tree risk survey
13. Develop urban forestry tree work specifications for contracts
14. Develop a street tree planting plan
15. Send staff or tree board members to urban forestry conferences, workshops, etc.

Startup Grants

Eligible projects are a subset of those available for regular grants, listed above. Projects by 501(c)(3) organizations must focus on their community's trees.

Each project may consist of <u>no more than three</u> of the following eight components:

- Tree planting
- Tree pruning
- Tree removal
- Tree inventory
- Insect and disease treatment
- Urban forestry management plan
- information/education/outreach (may include forming a tree board, writing a tree ordinance, staff and/or volunteer training, or improving awareness of the importance of community trees and their management)
- Staff training

INELIGIBLE PROJECTS

Projects that are ineligible include, but are not limited to:

1. projects not related to urban forestry
2. construction projects: trails, fences, shelters, buildings, site grading unrelated to planting, etc.
3. stump removal projects – stump removal is ineligible as a stand-alone project, however stump removal is eligible as a component of a tree planting or removal project
4. land or boundary surveys or title search
5. appraisals, sale or exchange of real property

PROJECT COSTS

Project costs must be incurred between the starting date shown on the project agreement and December 31, 2020, unless a project extension is agreed to by the department and the grant recipient.

Eligible Costs

Reimbursable costs: Reasonable and necessary project costs which are consistent with the approved project scope and incurred during the project period are eligible for grant funding. Eligible costs may include, but are not limited to:

NOTE: The costs listed below refer to those paid by the grant recipient, unless the grant recipient enters into a Cooperative Agreement with a municipal partner in order to exchange services. Under a Cooperative Agreement, the partner's costs can be treated as in-kind. *Please contact your Urban Forestry Coordinator, Urban Forestry Financing Specialist, or Urban Forestry Grant Manager before you apply to discuss this option.*

1. Salaries and fringe benefit costs of personnel engaged in the project

2. The cost of necessary supplies and equipment. (Equipment costing more than $5,000 per unit is not eligible.) To be fully eligible under the grant, purchased equipment shall be used exclusively for project-related purposes over its useful life. Nonexclusive equipment use may be charged as project costs only for that portion of depreciation specifically related to use in project activities.

3. The costs of leased equipment and facilities, leased specifically for this project, and only for the length of the project.

4. The reasonable value of in-kind contributions by the grant recipient of labor, equipment or facilities. Direct costs shall be supported by time sheets, vouchers or similar documentation reflecting specific assignment to the project. Actual fringe benefits may not exceed the DOA rate at the time of award. The current rate is **45.44%** of the direct labor costs claimed. Equipment use rates may not exceed the rates established annually by the Wisconsin Department of Transportation and published in chapter 5 of the State

Highway Maintenance Manual. These rates will be sent to successful applicants with their project agreement and are available from the DNR urban forestry coordinators.

5. The contract costs of qualified vendors to perform project activities. **There are various requirements for competitive procurement depending on the source of project funding. Guidance for competitive procurement will be sent to successful applicants with their project agreement**.

Eligible non-reimbursable costs: Reasonable, documented value of donated labor, equipment, supplies, facilities or services is an eligible **project** cost, but is not eligible for reimbursement. Examples of donations include:

1. project tasks performed by volunteers such as tree board or service club members or the general public
2. services such as free printing of a project publication by a local business or a project landscape plan contributed by a landscape architect
3. cash receipts from a fund-raiser held specifically to defray project costs, and spent on the project
4. use of a local business's cold storage facility without charge to store nursery stock for project tree planting
5. free use of a tree board member's pick-up truck to transport project workers
6. seedlings provided by a local nursery at no cost for a project related Arbor Day event

There are a number of restrictions and requirements that can influence whether donations are eligible as project costs. There are also specific documentation requirements for donations**.** If you need additional assistance, contact Urban Forestry grant staff.

Ineligible costs: Costs not directly associated with or necessary to implement the project as determined by the department are ineligible for grant funding. Ineligible costs include but are not limited to:

1. Fines and penalties due to violations of, or failure to comply with, federal, state or local laws or regulations
2. Ordinary operating expenses (indirect costs) of a grant recipient that are not directly related to the project, such as salaries and expenses of a mayor or city council members
3. Costs for which payment has been or will be received under another federal or state financial assistance program, except that Community Development Block Grants may be applied toward the applicant's share of Urban Forestry Grants only when it can be demonstrated to the department's satisfaction that there is a local commitment to, and involvement in, the project
4. Costs incurred in a contract which creates a real or apparent conflict of interest. An apparent conflict of interest arises when an official or employee of a grant recipient participates in the selection, awarding or administration of a contract supported by this project and the official or employee, or his or her spouse or partner, has an

ownership interest in the firm selected for the contract or receives a contract, gratuity or favor from the award of the contract.

5. Program costs paid before or after the project period
6. Undocumented or improperly documented project costs
7. Equipment purchases that exceed $5,000 per unit
8. Payment for land or land exchanges

PROJECT REVENUE

If a grant project includes holding an educational workshop, workshop registration fees may be used to pay for other project costs. Any other revenue generated by the project during the grant period, for example sales of a grant funded video or tree planting costs paid by residents, are considered project revenue and must be subtracted from the total project cost.

AWARD AND EXECUTION OF CONTRACT

1. Project ranking will be based on answers given to the application questions and the associated cost estimate worksheets. Grant contracts will be awarded to the highest ranked proposals. Following the ranking, each applicant will be notified of their funding status.
2. Projects meriting funding consideration, but not at the requested amount, may be offered reduced awards.
3. The agreement, along with associated certifications and assurances (award checklist included with the contract), must be signed by the successful grant recipient and **returned within ten working days** after receiving the contract.

PAYMENT

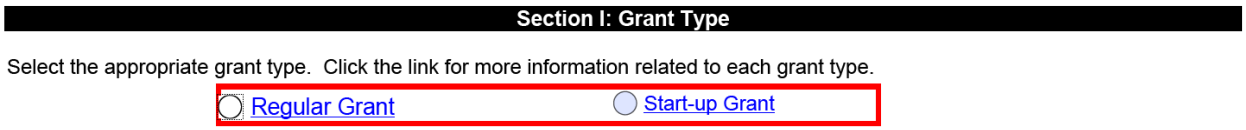
Cities, villages, counties, towns and tribes – Grants are not provided up front. The grant recipient must complete and pay for all phases of the project and then request 50% reimbursement up to the award amount. A reimbursement request should be made as soon as possible after project completion, but **no later than 90 days after the project expiration date**. Reimbursement is contingent on DNR approval of the completed project and expenses. Payment will normally be made within 60 days of receipt of a completed reimbursement statement and valid invoice(s). Payment shall be made only to the contracted grant recipient**. Only one reimbursement payment will be made to the contracted grant recipient upon completion of all phases of the project.**

501(c)(3) nonprofit organizations may request an advance of 50% of their grant at the time the grant is awarded. Final payment is made following DNR approval of the completed project and reimbursement request as above.

APPLICATION OVERVIEW

While entering data in the Urban Forestry Grants Application, form 8700-298, use the tab key to navigate from field to field. Click N/A for any question that does not apply to your project.

1. In Section I, select the appropriate Grant Type – Regular or Startup. The form will modify based on your selection. Should you need to convert to the other grant type, data already entered will be maintained. Even so, check to be sure all fields in the current version of the application are completed.



2. Complete Section II starting with your organization name, organization type and county, and following by the appropriate contact information.
3. Complete Section III, choosing the most appropriate answer in each category.
   - Based on your answers, a red advice box may appear below the table indicating if a change in application type is required or advised. Make changes as appropriate.
4. Complete Section IV, starting with the Project Overview (title and description). Add components as needed and provide the target number for that measure and what you expect will happen as a result.
   - The list of components for Startup grant applications is a subset of those for regular grants. Startup grants applicants can choose up to three components.
   - Provide a description that ties the component to a funding priority from page 3 of this guide.
   - Select all land ownership options affected by the project
   - Finally, if partners will be involved in the project, list them along with the specific service, product or role they will contribute to the project. A Partner Verification form will need to be completed for each partner listed here. Copy it as needed. Partners need to sign and date their forms, acknowledging participation in the project.

5. Complete Section V if you are applying for a regular grant.
   - This section is based on the 2020 funding priorities (see page 3). Answers should tie your project to one or more of these priorities.
6. Complete Section VI if you are applying for a regular grant
   - The training question that follows is limited to urban forestry related training received within the last three years.
   - You have the opportunity to provide additional information about your project you feel would be beneficial for the application ranking team to know.
7. Complete Section VII –
   - Create a Cost Estimate Worksheet to correspond to each component selection in application Section IV. B. This should include both estimated Applicant Costs and expected Donation Value for labor, equipment, supplies, or other cash expenditures.

Section VI: Cost Estimate Worksheets

USE A SEPARATE WORKSHEET FOR EACH COMPONENT CHOSEN IN SECTION IV. B.
If more space is needed, use the "Add Page" button and title the subsequent page with the project component name plus "continued".

Project Component: Select Component	Estimated Cost	Donation Value

   - Totals from these pages automatically forward to Section VII, calculating the Total Project Cost, Grant Share and Applicant's Share values needed for Section II. D. Detailed instructions on the Cost Estimate Worksheets can be found on page 18 of this guide.
8. Section VII – Certification and Submission

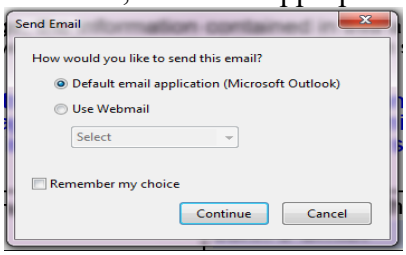
Attachments

Provide a signed resolution that has been adopted by the applicant's governing body which gives the name of the applicant, authorizes funding for the project, designates an authorized representative (position title) to act on behalf of the applicant and states that the applicant will provide documentation of work done and follow all relevant state and federal rules. A sample resolution is provided at: http://dnr.wi.gov/topic/UrbanForests/grants/documents/UFGrantsCombinedResolution.doc
Check all items you plan to attach.

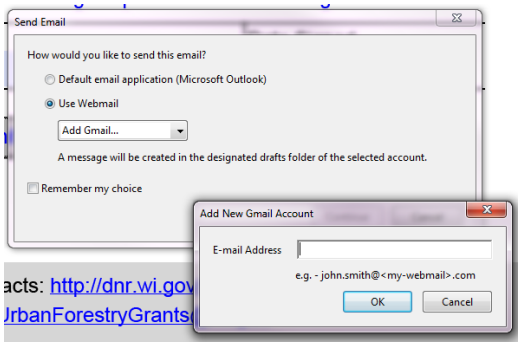
- ☐ Authorizing Resolution attached
- ☐ By-laws & articles of incorporation (501[c][3] applicants only)
- ☐ Green Tier Charter Strategy Options (GTLCs only)
- ☐ Partner Verification Attached

   - Indicate which attachments will be included with your application
   - If you indicated the use of partners in Section IV. D. Complete the Urban Forestry Grant Partner Verification form for each contributing partner. Print each attachment separately and forward to the partner for their review and signature. Include their returned, signed form with your application submittal; a scanned version is fine. This form can be found on our website
   - Save your application file – change to name to reflect your organization and the application year.
   - Print and review; edit and save again as needed.
   - All applications must be submitted electronically.
     - If you have Microsoft Outlook, Yahoo or Gmail you can use the "Submit by E-mail" button. If you don't have these e-mail applications, you can submit a copy of your application as an attachment in whichever e-mail application you normally use.
     - We are now accepting electronic signatures for grant applications and we prefer that you use the "Submit by E-mail" button.
       - Once satisfied with the completeness of your application, save the latest version. Then click the "Submit by E-mail" button.

If you do not have a default e-mail application set up on your computer, you may get the following message. If you use a Yahoo for your e-mail, click Use Webmail, select the appropriate option,



enter your e-mail address and click OK.



An e-mail message will appear and you will have the ability to enter text, or include attachments as needed, before sending.

- If you do not use Microsoft Outlook, Yahoo or Gmail, please send the application as an attached file to DNRUrbanForestryGrants@wi.gov.

COMMON QUESTIONS AND ANSWERS

Following is a list of common questions and answers about the Urban Forestry Grant Program.

Q. **Who can receive a grant?**
A. Wisconsin city, village, town, county and tribal governments and 501(c)(3) organizations either residing or performing projects in Wisconsin. Individuals, businesses, schools, school districts and state agencies are not eligible to apply.

Q. **Do I need approval to apply for a grant?**
A. Yes. A resolution from your governing body authorizing you to apply for and manage an Urban Forestry grant in its behalf is required at the time of application.

Q. **What can grant funds be used for?**
A. Funds can be used to hire a consultant, contractor or seasonal employee to perform project tasks; purchase materials or services; or reimburse your agency for expenses or staff time spent on the project.

Q. **What are the priorities for this year's grant program?**
A. See page 3 for a list of 2020 program highlights, funding priorities.

Q. **How big are the grants?**
A. Grants range in size from $1,000 to $25,000 for Regular and $1,000 to $5,000 for Startup grants; each are reimbursed **at the end of the project** and require a dollar-for-dollar match.

Q. **What kind of local match is required?**
A. The remaining (unreimbursed) project costs could be costs that were paid out of pocket, provided in kind, or donated by a third party. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the Department's satisfaction that there is a local commitment to, and involvement in, the project.

Q. **How likely is it that I will get a grant?**
A. This depends on the quality of your proposal and on the number of grant applications received. For the 2020 grant year available funding for the grant program is about $420,000.

Q. **We are a small, rural community. How can we compete against large urban communities?**
A. Grants are awarded according to expected outcomes, not how big a program is. Be sure to articulate how the expected outcomes relate to this year's DNR urban forestry goals.

Q. **May we include indirect charges in the project cost estimate?**
A. No. Indirect charges are not eligible project costs.

Q. **I need help completing this application. Can someone review it before I submit it? Who do I call?**
A. Call your urban forestry coordinator. They can help you improve your application!

Q. **Are a computer and urban forestry software eligible costs for an inventory project?**
A. A portion of equipment cost is eligible. Urban forestry software specific to the project is fully eligible.

Q. **I'd like to use some volunteer labor. What's the dollar value of volunteers?**
A. Donated labor is $15 per hour.

Q. **Can the biology class from our local high school work on our grant project?**
A. Yes, but time spent on the project during normal school hours by public schoolteachers and students cannot be counted as a donation.

Q. **Can jail inmates provide volunteer labor?**
A. Maybe. Check with your urban forestry coordinator for more details.

Q. **Can I claim staff time on this project?**
A. Paid working hours spent on the project by employees of the grant recipient are eligible project costs and as such considered reimbursable.

Q. **Will my proposal be impacted if a department in my community received a grant last year?**
A. No. Projects are ranked according to the alignment of expected outcomes with current funding priorities.

Q. **When are grant applications due?**
A. They must be emailed to DNRUrbanForestryGrants@wi.gov or postmarked by 11:59 p.m., October 1, 2019.

Q. **When will I be notified of the status of my application?**
A. The notification timeline is subject to change depending on the volume of applications and other factors. Applicants will be notified in November. Successful applicants will be sent a grant agreement shortly thereafter.

Q. **When can I start my project?**
A. Grants are normally in effect from January 1 through December 31. Reimbursable project costs must be paid between those dates.

WI DNR URBAN FORESTRY CONTACTS

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Fax: (608) 275-3338
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Grant Coordination
Urban Forestry Grants, FR/4
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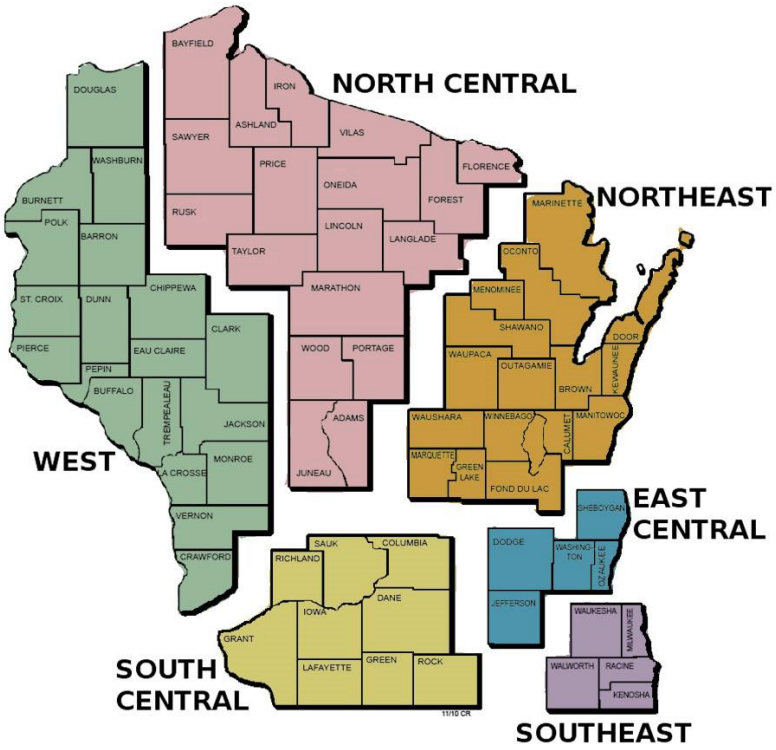
Madison, WI 53707-7921
Phone: (608) 640-6143–Chase O'Brien
(715) 453-2188 ext 1274 – Nicolle Spafford
Fax: (608) 266-8576
e-mail: DNRUrbanForestryGrants@wi.gov



GLOSSARY OF TERMS

Applicant
The Wisconsin town, village, city, county, tribal government or 501(c)(3) nonprofit organization that submits an application for an Urban Forestry Grant.

Applicant Authorized Representative
The position authorized by the applicant(s) to submit a grant application, sign documents and take necessary actions to undertake, direct and complete the approved project. This is also the person to whom DNR will direct grant correspondence. (See also "project manager.")

Applicant's Share
The portion of the total project costs not reimbursed by the grant; this will be 50% or more of the total.

Department
The Wisconsin Department of Natural Resources.

Donated
Labor, services, equipment, and/or supplies, given to the grant recipient without charge by a third party. Examples include the hours a landscape architect works creating a planting design for a grant recipient, a service club providing volunteers to do an inventory, a landscaper providing free mulch.

Grant Recipient
The recipient of an Urban Forestry Grant.

Indirect charges or costs
Everyday operating expenses that are not specifically related to the project such as rental of office space, expenses for heat, telephone and computer use. These expenses are not eligible project costs.

In-kind
Project costs in the form of goods or services as incurred by the grant recipient.

Nonprofit
Includes organizations that meet the requirements of section 501(c)(3) of the United States Internal Revenue Code of 1986.

Project Agreement
A contract between the grant recipient and department setting forth the mutual obligations with regard to a portion or all of a specific project.

Project Manager
The person delegated by the applicant to oversee day-to-day implementation of the project.

Project Period
The period of time specified in the project agreement during which all work shall be accomplished; generally January 1 to December 31 of a given year.

Strategic Urban Forestry Plan
A plan that establishes the long-term goals and objectives of the organization's urban forestry efforts, and recommends actions, priorities and time lines for accomplishing them.

Third Party
Not employed by or belonging to the applicant.

Tree Board
A group of citizens—usually volunteer—charged by ordinance to develop, administer, advise, or set policy for a comprehensive urban forest management program.

Tree City USA
A program sponsored by The National Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters. The program has four standards 1) a tree board or department; 2) a community tree ordinance; 3) a community forestry program with an annual budget of at least $2 per capita; 4) an Arbor Day observance and proclamation. Some of these standards are broadly interpreted. For specific details contact your urban forestry coordinator.

Urban Forest Management Plan
A plan typically based on the results of a community tree inventory, delineating all aspects of community forestry field operations (planting, maintenance, removal) on a priority basis for a minimum of 5 years and includes estimated annual budgets for these activities.

Urban Forestry
For the purpose of the urban forestry grant program, is considered to be tree management, operations, and education within cities, villages and other areas of concentrated development.

COST ESTIMATE WORKSHEET INSTRUCTIONS

The cost estimate worksheets are used both in application ranking and to determine the grant amount for funded projects. **To the extent possible, the cost estimate worksheet should accurately reflect all anticipated project costs.** Over-estimating leads to underspent situations where the ability to use those dollars for urban forestry needs is lost. All project expenditures, activities, products or services should be included.

Review your responses to all application questions to make sure all project components and aspects are included on the cost estimate worksheet (see sample on pages 20–21). Use at least one sheet per project component to estimate the cost. The "Grant Calculations" sheet will auto-calculate the total project costs, your grant request and required applicant's share. While the electronic form, 8700-298, has some automatic calculations, be sure to double check **all** calculations.

Separately itemize costs **for each component** included in the project description, Section IV. B. (e.g., management plan, inventory, tree planting, etc.). For each component, group anticipated costs according to the categories shown (e.g., labor, consultant services, equipment, etc.). Include a cost basis as necessary (e.g., supervisor – 28 hours @ $24). Estimated labor costs for the applicant's employees should estimate **actual** fringe benefits **up to the current DOA rate of 45.44%**.

- To determine eligible costs for purchased equipment and supplies or for use of the applicant's or a third party's donated equipment and supplies that are not listed in the "State Highway Maintenance Manual," see Eligible Cost of Equipment and Supplies on page 19. (View the "State Highway Maintenance Manual" on the Urban Forestry Grants webpage for current rates: http://dnr.wi.gov/topic/UrbanForests/grants/.)
- To determine eligible costs of purchased equipment and supplies, or use the applicant's or donated equipment and supplies not listed in the "State Highway Maintenance Manual", see Eligible Cost of Equipment and Supplies on page 19.
- To determine the value of third party labor, see page 22.

Enter **estimated** project costs in either the Estimated Cost column or the Donation Value column (**round up to the nearest dollar**).

ELIGIBLE COST OF EQUIPMENT AND SUPPLIES

Equipment that is purchased for more than $5,000 is not an eligible cost and cannot be charged to the project.

To calculate eligible equipment costs, determine the useful life of the item using the table below. If a "partial cost eligible" item will also be used for non-project work during the grant year (e.g., a computer used for everyday program activities), estimate what percent the item will be used for project activities. Then divide the item's cost by its useful life and multiply by the percent use.

For example: The applicant's $1,200 computer will be used approximately 25 percent of the time for project work during the grant year. The computer has a useful life of four years. ($1,200) ÷ (4) x (.25) = $75. The eligible pro rata project cost is $75.

If an item is not listed below or on the next page, check the "State Highway Maintenance Manual" or contact your urban forestry coordinator for guidance.

Full Cost Eligible

- cabling and bracing supplies
- climbing gear: ropes, saddles, carabineers, etc.
- computer software
- diagnostic tools and equipment: soil probes, increment borers, etc.
- diameter tape, pH meters, etc.
- educational resources (urban forestry books, videos, etc.)
- hand tools: pruners, loppers, pole saws, etc.
- lightning protection apparatus
- macro-infusion equipment: chemicals, tubing, t-caps, pumps
- planting supplies: stakes, straps, irrigation bags, mulch
- nursery supplies: grow tubes, irrigation apparatus, fencing
- safety equipment: hard hats, steel-toed boots, chaps, eye protection
- signage and educational markers specific to urban forestry
- sprayers (hand or backpack)

Partial Cost Eligible

	USEFUL LIFE
aerial platform (tow-behind)	12 yrs
air spade	10 yrs
A-V equipment: overhead and slide projector, etc.	10 yrs
brush chipper	8 yrs
chain saw	3 yrs
compressor	10 yrs
computer hardware, including PDAs	4 yrs
digital camera, LCD projector, camcorder, etc.	4 yrs
directional borer or tunneling device	5 yrs
display board	5 yrs
Global Positioning System unit	4 yrs
hydraulic pruner/pole lopper	3 yrs
resistograph (decay detection probe)	4 yrs
stump cutter/grinder	10 yrs
tree spade/planter	12 yrs
trencher	10 yrs
tiller (walk-behind)	8 yrs
water tank	12 yrs

SAMPLE COST ESTIMATE WORKSHEET

The City of Beautiful is applying for a grant to do an urban forestry inventory and management plan. They plan to buy a computer and inventory software and do the inventory with in-house staff and help from their volunteer tree board members. They intend to contract for the management plan.

The inventory and management plan components are shown separately. For the inventory component, costs of personnel (wage plus fringe) are shown for supervision, crew and donated tree board member time. According to the Eligible Costs of Equipment and Supplies a maximum of one-fourth (.25) of the cost of the computer is eligible for funding. Because the City of Beautiful expects to use the computer only 25 percent of the time for project activities, eligible computer costs are further reduced by 75%. Use of a car for the project and the cost of software are shown. For the management plan component, supervision and the contract costs are shown.

COMPONENT PAGE

PROJECT COMPONENT: Inventory	**Estimated Cost**	**Donation Value**
In-Kind Labor & Services *(specify project tasks on lines below, as appropriate)*		
Applicant's Staff Labor *(hours and hourly rate)*: Supervisor: 28 hrs. @ $24.00	$ 672.00	
Laborers: 320 hrs. @ $20.00	$ 6,400.00	
Fringe benefits *(estimate not to exceed DOA maximum of 45.44%)*: 45.44%	$ 2,908.00	
Other:		
Donated Consultants/Contractors/Services *(professional rate)*		
Volunteer Labor *(labor: $15.00/hr.)*: 85 hrs. of labor		$ 1,275.00
Municipal Partner Labor Expense *(Cooperative Agreement will be required)*:		
Equipment *(specify type of equipment and DOT class code on lines below, as appropriate)* See page 11 of application guide for a list of commonly used equipment codes.		
Provided by applicant:		
Donated by third parties:		
Supplies *(specify items on lines below, as appropriate)*		
Provided by applicant:		
Donated by third parties:		
Cash Expenditures *(specify out of pocket payments as appropriate)*:		
Hires Consultants/Contractors/Services *(professional rate)*:		
Purchased Equipment *(not to exceed $5,000)*: Computer: ($1,200 ÷ 4) x .25	$ 75.00	
Rented or Contracted Equipment: Automobile – (DOT class # 114): .72/mile x 225	$ 162.00	
Other Project Purchases: Inventory software	$ 2,400.00	
Estimated Sub-total Cost/Donation Value for THIS component:	1. $12,617.00	2. $ 1,275.00
Estimated Component Total	3. $13,892.00	

SAMPLE

APPENDIX C: COST ESTIMATE WORKSHEET INSTRUCTIONS

COMPONENT PAGE

PROJECT COMPONENT: Management Plan	**Estimated Cost**	**Donation Value**
In-Kind Labor & Services *(specify project tasks on lines below, as appropriate)*		
Applicant's Staff Labor: Supervisor: 48 hrs. @ $24.00	$ 1,152.00	
Fringe benefits: 45.44 %	$ 523.00	
Other:		
Donated Consultants/Contractors/Services *(professional rate)*		
Volunteer Labor *(labor: $15.00/hr.)*:		
Municipal Partner Labor Expense *(Cooperative Agreement will be required)*:		
Equipment *(specify type of equipment and DOT class code on lines below, as appropriate)* See page 11 of application guide for a list of commonly used equipment codes.		
Provided by applicant:		
Donated by third parties:		
Supplies *(specify items on lines below, as appropriate)*		
Provided by applicant:		
Donated by third parties:		
Cash Expenditures *(specify out of pocket payments as appropriate)*:		
Hires Consultants/Contractors/Services *(professional rate)*: ABC Consultants, Inc	$12,000.00	
Purchased Equipment *(not to exceed $5,000)*:		
Rented or Contracted Equipment:		
Other Project Purchases:		
Estimated Sub-total Cost/Donation Value for THIS component:	1. $ 13,675.00	2. $ 0.00
Estimated Component Total	3. $ 13,675.00	

SAMPLE

CALCULATIONS

GRANT CALCULATION	**Estimated Cost**
A. Estimated Project Total: Box 3 for ALL Project Components. This amount is the total Project Cost in Section II.D.	$ 27,567.00
B. Estimated Donation Value: Box 2 for ALL Project Components:	$ 1,275.00
C. Estimated Cost: Box 1 for ALL Project Components:	$ 26,292.00
D. 50% of Line A (Cannot be > $25,000 for Regular, or $5,000 for Startup):	$ 13,784.00
E. The smaller of Line C or Line D above. This is your GRANT REQUEST. (Must be between $1,000 and $25,000 for Regular, or $5,000 for Startup.) This amount is the Grant Request in Section II.D.	$ 13,784.00
F. Line A minus Line E. This is YOUR SHARE. This amount is the Applicant's Share in Section II.D.	$ 13,783.00

DONATIONS

Donations of cash, labor, services, facilities, equipment and supplies to your project are encouraged as a way to be cost effective as well as to build project awareness and support. Third-party donations are not eligible for reimbursement.

Only grant recipient costs of labor, equipment, supplies, or cash expenditures are eligible for reimbursement and therefore must at least match the grant award. Third party donations of labor, equipment, services, and supplies can make up the remainder of the grant recipient's total project costs. Two examples are provided below.

> Example 1: Your total eligible project costs are expected to be $20,000. You expect to spend $9,000 on cash expenditures, labor and equipment, and expect $11,000 in donations. You would be awarded $9,000, not $10,000, as reimbursement cannot exceed the grant recipient's expenditure.
>
> Example 2: Your total eligible project costs are estimated to be $80,000. You expect to spend $50,000 on cash expenditures, labor and equipment, with the remaining $30,000 in donated labor, services, equipment or supplies. Your grant award would be the maximum of $25,000, as you expect to **expend** at least that amount.

WHAT IS A DONATION?

For purposes of the Urban Forestry Grant Program, a donation is anything of value provided by a third party to the grant project without charge and without reciprocal benefit.

To be eligible as a project cost, a third-party donation must have value and must directly relate to the project. See below for examples that would <u>not</u> be eligible.

- A product or service that a vendor or contractor provides free of charge to all customers has no value as a project donation. For example, if the local electric company customarily removes trees interfering with its facilities at no cost, the same service provided in conjunction with a grant project is not considered a donation. The service cannot be counted as a project cost.
- Time spent by third parties attending a project-related workshop or listening session is not valuable service or labor and cannot be counted as a donation.
- Indirect costs (also called "overhead") and similar expenses not specifically related to the project cannot be included in the value of donations.
- Proceeds from third-party payments in exchange for project goods or services (e.g., a memorial tree program, sale of project publications, etc.) cannot be counted as a donation. Such fees constitute project revenue, not costs (see page 11).

WHAT IS DONATED LABOR WORTH?

Labor donated by third parties has fundamental value, regardless of whether the labor could otherwise be billed to the project. For purposes of the Urban Forestry Grant Program, time donated to a project by third parties is valued at **$15.00 per hour.**

VOLUNTEER LABOR AND SERVICES ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. Time spent by Department of Natural Resources employees on an Urban Forestry Grant project is **an ineligible cost**, whether or not the employee is in pay status.
2. Unpaid (personal) time spent on an Urban Forestry Grant project by other government employees—including those employed by other state agencies—can be claimed as a donation, provided the grant recipient is not that person's employer.
3. Unpaid (personal) time spent by **government employees** on an Urban Forestry Grant project sponsored by their own employer **cannot** be claimed as a donation. For example, if an employee of the grant recipient "volunteers" time to the project on a Saturday, that time is not an eligible project cost. Time spent on the project by an employee of the grant recipient during paid work hours is eligible as an in-kind expense, not a donation, and is valued at the employee's normal pay rate, plus benefits.
4. Unpaid (personal) time spent by **employees of a nonprofit organization** on an Urban Forestry Grant project sponsored by their own employer **can** be claimed as a donation, provided that the nature of the volunteer work is **clearly distinguishable** from that when in pay status.
5. Time spent by local, state, federal or tribal government employees and public school teachers in pay status (normal work hours) on another grant recipient's Urban Forestry Grant project cannot be claimed as a donation. For example, if a city forestry department plants trees for a nonprofit organization's grant project, no value/cost can be claimed for that service. However, if the grant recipient enters into a Cooperative Agreement with a local government partner, the government employees' time would be an eligible reimbursable project cost, not a donation. Contact the urban forestry staff as soon as possible if you intend to apply for this type of project.
6. Public school students' time spent on an Urban Forestry Grant project during the normal school day **cannot** be claimed as a donation.
7. Persons who donate time to a project **while in pay status** (by a non-government employer) must have written permission from that employer authorizing their work on behalf of the employer. The letter of authorization must include the names of employees authorized to donate time and an estimate of the number of hours each employee will donate to the project. The letter must be submitted with the grant recipient's reimbursement request.
8. Labor supplied by public offenders sentenced to community service may be considered as volunteer time if the community justice program provides written documentation that the individual worker chooses whether to fulfill his or her community service commitment on the grant project.

WHAT ARE DONATED EQUIPMENT, FACILITIES AND SUPPLIES WORTH?

The value of equipment, facilities and supplies donated by third parties is the normal charge for those items or as otherwise appropriate for the area; however, such costs, in some cases, may not be fully chargeable to the project. See the Cost Estimate Worksheet Instructions for determining eligible costs of donated equipment and supplies. Note also:

- Costs claimed for use of donated equipment may not exceed the rates established annually in the Wisconsin Department of Transportation's "State Highway Maintenance Manual."
- If equipment, supplies or facilities are provided to the grant recipient at reduced cost, the value of the donation is the difference between the cost normally charged for the item and the cost actually charged for project use.
- Supplies donated in used condition must be valued accordingly.
- Equipment and supplies purchased with federal or state funds and donated to the grant project **cannot** be counted as project costs. Examples include free use of a school bus or school computer.

CASH DONATIONS AND PRIVATE (NON-GOVERNMENT) GRANTS

Third-party monetary gifts and private grants given specifically for **and spent on** the Urban Forestry Grant project expenses are considered donations, provided a product or service is not contingent on the contribution. If the gift or private grant is contingent on a product or service provided by the grant recipient, the money is considered revenue and is subtracted from the total project cost.

In summary, the 50% grant **reimbursement** can only cover grant recipient costs (out-of-pocket or in-kind), not donations. The grant recipient cannot be reimbursed for project costs that they did not incur.

WORKING WITH CONSULTANTS

. . . ON URBAN FORESTRY GRANT PROJECTS

The Department of Natural Resources Urban Forestry Grant Program provides funds for projects that improve a community's ability to manage its trees. Potential grant projects that include urban forestry strategic and management plans, tree inventories, or staff training require a certain degree of technical proficiency and a considerable time investment. A community interested in undertaking such a project, but lacking the necessary time and/or expertise, might consider hiring an urban forestry consultant for all or part of the project. Although intended for use with Urban Forestry Grant projects, this guide generally applies to any urban forestry project where consultants are involved.

For grant projects involving consultant services, the following steps are recommended prior to project implementation:

1. identify and flesh out project goals
2. issue request for proposals (RFP) for consulting services
3. select consultant
4. award contract contingent upon receiving the grant
5. apply for Urban Forestry Grant (don't incur any project costs prior to signing grant contract)

Consultants may also be used to write the urban forestry grant application for you, however, since this service will be provided before the grant is awarded, the cost of this service cannot be charged to the grant, should you be awarded one.

The Department of Natural Resources can assist communities in working with urban forestry consultants. DNR urban forestry coordinators can:

- help identify projects and suggest appropriate areas for consultant involvement
- supply a list of available consultants*
- review and comment on RFPs and consultant service agreements/contracts
- review and comment on a consultant's draft plans, management recommendations, inventory analyses, training outlines, etc.

** The Department of Natural Resources cannot recommend particular consultants, enforce consultant contracts or mediate disputes. Consult your attorney for additional requirements and procedures regarding contractual services.*

REQUEST FOR PROPOSALS (RFP)

The purpose of a Request For Proposals (RFP) is to elicit bids/proposals from suitable candidates. The RFP should be brief, but must describe the project in sufficient detail that bidders have a good understanding of the project and can respond with precise proposals and realistic cost estimates. The RFP should include:

A. **Description of project**

Nature and Purpose — What is the project about? Why are you doing it? How do you plan to use the completed product(s)? Are there unique aspects?

Components — What are the various parts of the project? What products is the consultant required to provide? What will you provide?

Context and Time Frame — What background information does the consultant need to know about your project and your community? What project constraints are there? When will the project begin and end? If draft documents are required, when is the first draft due? When are completed documents due?

B. **Description of services**

Who Does What? — What, specifically, do you want the consultant to do? Break the project into tasks and identify who will do each task - the consultant or you. Specify any additional personnel who will be working on the project and what tasks they will perform. Specify whether briefings, presentations, or other meetings will be required. Indicate whether facilities, equipment, or other support will be provided.

Compensation—How and when will you pay the consultant? Is this negotiable? Depending on the project and your needs, consider flat fee, fixed fee plus expenses, per diem, or other payment basis. Indicate payment schedule, such as periodic payments, down payment with balance upon completion, or lump sum upon completion. For grant projects, specify final payment contingent on DNR approval of completed product(s). Regardless of payment method or schedule, specify that proposals must itemize costs.

C. **Request for qualifications**—Ask for a summary of bidders' education, training, practical experience, certifications, professional memberships, etc. relevant to the project.

D. **Request for references and sample(s) of similar work**—Request telephone numbers for all references. Specify that samples must be recent, similar to your project, and include sufficient information to evaluate the bidder.

E. **Deadline and procedure for submitting proposals and awarding contract**—Allow 3 to 4 weeks for bidders to respond. Indicate what criteria will be used to evaluate bidders. Indicate how and when the successful bidder will be notified. If appropriate, specify that awarding of the contract will be contingent on grant funding.

F. **Name and telephone number of contact person**—Contact should be project manager or person best able to answer questions from prospective bidders.

G. **Miscellaneous**

Definition of terms—Terms such as "comprehensive," "management," "strategic," are subject to interpretation. Define ambiguous terms according to your needs and expectations.

Reference to industry standards—Technical specifications and safety standards (Tree Care Industry Association, International Society of Arboriculture, American National Standards Institute) should be cited for projects with staff training and/or tree work components.

Stipulations for specific equipment—You may want to specify certain computer software &/or hardware systems you currently use or intend to use in the future to ensure compatibility with your department's system (particularly useful for a tree inventory, allowing you to update it after the project is completed).

PRE-BID MEETING

Host an informational meeting prior to the deadline for proposals. Interested consultants should have the opportunity to visit the client community, ask questions, and meet the project manager and any others who will have input on the project. Such a meeting also allows prospective bidders to size up the competition. These meetings are particularly useful if there are bid addendums or there is information all consultants should hear. Alternatively, you may simply want to meet one-on-one with prospective consultants.

SELECTING A CONSULTANT

Evaluate proposals and select a consultant based on criteria such as: proposal quality, consultant experience, samples of similar work, and recommendations of previous clients. Contact references and inquire as to consultant's ability to meet deadlines, accessibility during the project, working relationships with others, etc. Avoid selecting a consultant solely on the basis of cost.

FORMAL AGREEMENT

Upon notification of your grant award, formalize project requirements and responsibilities in a signed agreement with the consultant. The agreement must acknowledge all project requirements and clearly identify responsibilities of all parties. Many consultants provide a standard agreement for their services. Whether you accept the consultant's agreement or negotiate one specific to your project, the following elements should be included:

A. **Scope of Services** (including: definitions/terminology, applicable standards and specifications, description of work and who will do what, description of completed product[s], deadlines for completion of project components, penalties, limitations on services, number of meetings and presentations, project monitoring and review, evaluation criteria and process). **Specify a completion date well before the December 31 grant deadline to allow for review and revision(s) as necessary.**

B. **Compensation** (including: total compensation, method of payment). For grant projects, specify that final payment is contingent on DNR approval of completed product(s).

C. **Client Ownership of Data, Drafts, and Completed Products** (Specify **CLIENT** will own copyright to consultant's written products and all project data.)

D. **General Terms and Conditions** (standard provisions common to any contract, including: proof of insurance, liability disclaimer, modification of agreement, termination and remedies, settlement of disputes, compliance with applicable laws, record keeping, conflict of interest, equal opportunity, etc.)

MANAGING THE PROJECT

Successful projects depend on effective communications between the client and the consultant and between the client and the DNR. The client is primarily responsible for maintaining these relationships.

- Brief the consultant on political realities, public attitudes, important issues, program limitations and other influencing factors.
- Designate a single project manager with whom the consultant will communicate throughout the project.
- Provide frequent input and active direction to the project. Avoid making assumptions.
- Initiate telephone communications regularly. Hold project meetings/briefings when necessary as specified in your agreement.
- Address problems as soon as they are perceived. Be direct about any concerns.
- Thoroughly evaluate draft documents for clarity, feasibility, responsiveness to needs, etc. Supply copies to DNR for review and comment.
- Keep on top of the project by thinking ahead, allowing adequate time for review and comment, maintaining familiarity with status of all project components, etc. Periodically review both grant contract and consultant agreement.
- Inform DNR immediately of problems or any proposed changes to project. CHANGES MUST BE APPROVED BY DNR PRIOR TO IMPLEMENTATION.
- Follow specific reporting and approval requirements as outlined in the grant agreement.
- DNR approval of completed grant-funded products is REQUIRED prior to reimbursement.

A WORD ABOUT CONSULTANTS

Consultants are professionals who take pride in their work. They want the products and services they provide to showcase their efforts and talents. They need your active input and direction to achieve a customized product that will be useful to you and a sample to solicit future clients.

Most will meet initially with prospective clients free of charge. Expect to pay for repeat visits.

Begin the consultant selection process early and be aware of the time it takes your community to make decisions. Consultants may have many jobs planned at any one time and cannot wait several months for a contract and then be expected to drop everything and do your project. The sooner you get on their schedule, the more likely it will be done when you want it to be.

Expect a certain degree of generic material in your product. Format and style, and certain supporting information may be the same or similar to that contained within other products the consultant has prepared. Data and analyses, goals and objectives, management recommendations, budget projections, and similar information should be customized for your unique needs and circumstances.

The Urban Forestry Consultants Directory is a listing of companies and individuals who have informed the Wisconsin Department of Natural Resources that they provide urban forestry consulting services in Wisconsin. This directory is provided for your information and convenience only. The fact that a consultant is or is not listed is not an endorsement nor criticism of that consultant by the Department. Additional consultants who are available in Wisconsin but have not contacted the Department are not listed in the directory.

APPLICATION RANKING CRITERIA

REGULAR URBAN FORESTRY GRANT APPLICATIONS

Alignment with DNR Urban Forestry Program Goals
The project directly impacts urban forest canopy on **private** property.
An existing urban forest inventory will be utilized during the project or will be created/updated.
The project results in a workshop which increases capacity and/or partnerships for those attending.
The project initiates or implements priority EAB preparation and/or response.
The project results in a community urban forestry program being more fully developed or enhanced. Specifically, the project will help them **obtain** one or more of the following four elements: ✧ Management Plan ✧ Professional staff ✧ Ordinance/Policy ✧ Advocacy Group
The project results in a long-term positive impact on the urban forest canopy or on some of the benefits that the urban forest canopy provides.

Additional Applicant Information
Recent staff training improves applicant's ability to manage the urban forest and/or achieve project outcomes.
If applicant received funding in the past, this project is significantly different than projects completed previously.
The project improves public awareness, engagement, and support for urban forest management.

Other Considerations
Community is a Green Tier Legacy Community
Community is a Tree City USA
Project involves multiple communities
Project serves as a model for others to implement

URBAN FORESTRY STARTUP GRANT APPLICATIONS

Startup grant applications for 2020 will be selected based on:

- Number of previous Startup grants received
- Status of elements listed in the Community Urban Forestry Program Status table (Section III of the application)
- Alignment with DNR's Urban Forestry mission (to encourage, enable, and enhance the sound management of Wisconsin's urban forest ecosystems), and purpose (to help communities start, or re-start, and develop a sustainable urban and community forest management program).
- Urban Forestry Coordinator approval

SUBMITTING AN APPLICATION

APPLICATION CHECK LIST

An application is **complete** when all applicable information has been provided:

- ☐ An Urban Forestry Grants Application, form 8700-298, **submitted by the Authorized Representative** (all applicants).
- ☐ A **signed** resolution (all applicants).
- ☐ Constitution, bylaws or articles of incorporation (nonprofits).
- ☐ Partner Verification form(s), if utilizing partners.

2020 APPLICATION FORM

The 2020 Urban Forestry Grant Application, form 8700-298, is now a fillable, printable, and savable PDF form, with an electronic signature option. The application can be found at: http://dnr.wi.gov/files/pdf/forms/8700/8700-298.pdf

RESOLUTION

A signed resolution must accompany your Urban Forestry Grants Application and be received prior to the application deadline to be considered eligible for ranking. Resolutions may be mailed or faxed to the address below if not sent in an e-mail. A sample resolution is available as a Microsoft Word document at the following link: http://dnr.wi.gov/topic/UrbanForests/grants/documents/UFGrantsCombinedResolution.doc

WHERE TO SUBMIT YOUR APPLICATION

Electronic submittal (PREFERRED)

- Print – review, edit if needed, and file
- Type in your name
- Save – file name should represent organization name and UF grant year
- Submit by E-mail (Outlook, Yahoo, Gmail) – you will be given the opportunity to edit the message and provide attachments in an e-mail addressed to: DNRUrbanForestryGrants@wi.gov
- The **Authorized Representative** must submit, or be included in the e-mail submitting, the application.

Resolutions may be mailed or faxed to:

Wisconsin Department of Natural Resources
Urban Forestry Grants – FR/4
PO Box 7921
Madison, WI 53707-7921
Fax: 608-266-8576

If you don't use Microsoft Outlook, Yahoo or Gmail please submit all application materials as an attachment in the e-mail application you normally use to this e-mail address: DNRUrbanForestryGrants@wi.gov

Electronic submissions must be received by 11:59 p.m., October 1, 2019. Hard copies of resolutions must also be received by this deadline.

SUBJECT: **Presentation, Discussion, and Approval of an Update to the Debt Issuance Plan for the Sale of Approximately $7,780,000 General Obligation Promissory Notes *(Finance)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Mayor
Administrator

EXHIBITS:

1. Estimated GO Note Issue with projects per the March 10, 2020 Council Meeting
2. Ashland PreSale Report 2020C, 3.31.2020

EXPENDITURES REQUIRED: $7,780,000 estimated

AMOUNT BUDGETED: -0-

APPROPRIATION REQUIRED: $7,780,000 estimated

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

City staff has updated the debt issuance plan to take advantage of a new development in the municipal debt issue markets which has occurred after the March 10, 2020 Council meeting.

Per Sean Lentz from Ehlers Inc., the interest rate for U.S. Treasury bonds has decreased which may make municipal note issues more appealing to large U.S. national banks which may be beneficial to the City.

The updated **debt issuance plan** is as follows:

March 31, 2020 Council meeting:

1) As approved at the March 10, 2020 Council meeting, Ehlers Inc. financial advisor, will present the local bank general obligation note bids for the Marina and Water Utility for Council to accept or reject. If a bid is not awarded to a local bank, then apply for a State Trust Fund Loan for the Marina and add the Water Utility to the public market offering.

2) Ehlers Inc. financial advisor to present the Pre-Sale Report for the balance of the estimated 2020 General Obligation Promissory Notes Issue for the balance of the amount needed to complete the 2020 projects as stated in exhibit 1.

3) In preparation for the April 21, 2020 Council Meeting, Ehlers Inc. will prepare and issue a request for bids for the balance of the 2020 General Obligation Promissory Notes Issue from the large U.S. national banks.

April 21, 2020 Council meeting:
1) Ehlers Inc. financial advisor, will present the large U.S. national banks general obligation note bids for the balance of the 2020 General Obligation Promissory Notes, for Council to accept or reject. If a bid is not awarded to a large U.S. national bank, then the City will proceed with a traditional securities market issue.

May 5, 2020 Council meeting - if needed:
1) Council to approve a resolution to issue 2020 General Obligation Promissory Notes for a traditional securities market issue.

May 26, 2020 Council meeting - if needed:
1) Ehlers Inc. financial advisor, will present the securities market general obligation note bids for the balance of the 2020 General Obligation Promissory Notes, for Council to accept or reject.

Estimated General Obligation Note Issues for 2020 as presented from the March 10, 2020 Council Meeting		
Per Council approved project list 11-19-2019:		
New Police Station-*will have a balloon payment in year 10 to be refinanced for another 10 year term*	10 yr with balloon payment	4,500,000
Vaughn Ave Reconstruction & Mill Overlay of various Streets	10 yr term	1,120,000
New Fire Engine	10 yr term	650,000
Public Works Building Roof Replacement	10 yr term	160,000
BCC Building HVAC System Replacement	10 yr term	70,000
Estimated issue costs		170,000
Notes to be repaid by tax levy		**6,670,000**
Marina Boat Launch	10 yr term	300,000
Marina fuel storage tank replacement	10 yr term	100,000
Estimated issue costs		10,000
Notes to be repaid by Marina Revenues		**410,000**
Requested addition to 2020 note issue:		
Water Utility – Vaughn Ave Reconstruction	10 yr term	680,000
Estimated issue costs		20,000
Notes to be repaid by Utility Revenue		**700,000**
Total Estimated Note Issues		**7,780,000**

March 31, 2020

Pre-Sale Report for

City of Ashland, Wisconsin

$6,665,000 General Obligation Promissory Notes, Series 2020C

Prepared by:

Sean Lentz, CIPMA
Senior Municipal Advisor

Brian Reilly, CIPMA
Senior Municipal Advisor/Principal

Josh Low
Financial Specialist

Executive Summary of Proposed Debt

Proposed Issue:	$6,665,000 General Obligation Promissory Notes, Series 2020C
Purposes:	The proposed issue includes financing for the following purposes: Finance Police Station, Street Improvements, Fire Engine, and other Capital Projects • Police Station ($4,615,000) Debt service will be paid from ad valorem property taxes. • Street Improvements ($1,150,000). Debt service will be paid from ad valorem property taxes. • Fire Engine ($665,000). Debt service will be paid from ad valorem property taxes. • Public Works Building Roof ($165,000). Debt service will be paid from ad valorem property taxes. • BCC Building HVAC System Replacement ($70,000). Debt service will be paid from ad valorem property taxes.
Authority:	The Notes are being issued pursuant to Wisconsin Statute Section: • 67.12(12) The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be $15,286,000, which is 64% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $8.5 million.
Term/Call Feature:	The Notes are being issued for a term of ten years. Principal on the Notes will be due on November 1 in the years 2021 through 2029, and on May 1, 2030. Interest is payable every six months beginning May 1, 2021. The Notes will be subject to prepayment at the discretion of the City on November 1, 2026 or any date thereafter.

Bank Qualification:	Because the City is expecting to issue no more than $10,000,000 in tax-exempt debt during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.
Rating (if the 2020C Notes are sold as Securities):	The City's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are "A+". The City will request a new rating for the Notes if the Notes are sold as securities. If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on: • The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure and optional redemption. • The City having adequate General Obligation debt capacity to undertake this financing. • The City's current Capital Improvements Plan which identified issuance of General Obligation Notes to finance these projects. • The existing General Obligation pledge securing the obligations to be refunded.
Method of Sale/Placement:	**We will solicit competitive bids via a request for proposal from large national banks and placement agents as our initial approach in selling the 2020C Notes. Given recent sales, this approach has yielded very good results in the current COVID-19 interest rate environment.** If the initial approach does not produce satisfactory results, we will solicit competitive bids for the purchase of the Notes from underwriters and banks. We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing (if the 2020C Notes are sold as Securities):	In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000. For this issue of Notes we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down. The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing. For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.
Other Considerations (if the 2020C Notes are sold as Securities):	The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure (if the 2020C Notes are sold as Securities):	Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and prepares and files its own reports. The City may continue to prepare and file its own reports or contract with Ehlers to do so.
Arbitrage Monitoring:	Because the Notes are tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or contract with Ehlers to assist you. You have retained Ehlers to assist you in complying with these rules.
Investment of Note Proceeds:	To maximize interest earnings we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor, and can assist the City in developing an appropriate investment strategy if needed.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Counsel:** Quarles & Brady LLP **Paying Agent** (if sold as Securities): U.S. Bank National Association **Rating Agency** (if sold as Securities): Standard & Poor's Global Ratings (S&P)

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	March 31, 2020
Distribute Request for Proposals:	By April 10, 2020
Council Review of Bank Proposals	April 21, 2020
Due Diligence Call to review Official Statement (if Necessary):	Week of May 11, 2020
Distribute Official Statement (if Necessary):	Week of May 11, 2020
Conference with Rating Agency (if Necessary):	Week of May 18, 2020
City Council Meeting to Award Sale of the Notes (if Necessary):	May 26, 2020
Estimated Closing Date (if Necessary):	End of June, 2020

Attachments

Estimated Proposed Debt Service Schedule and Sources and Uses of Funds

Estimated General Obligation Borrowing Capacity (Chart)

Estimated General Fund Debt Levy (Chart)

Ehlers Contacts

Municipal Advisors:	Sean Lentz	(651) 697-8509
	Brian Reilly	(651) 697-8541
	Josh Low	(651) 697-8596
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Beth Mueller	(651) 697-8553

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date (if necessary for Securities issue).

Exhibit 1

City of Ashland, WI

Estimated Debt Service and Capitalization Schedules

$6,665,000 General Obligation Promissory Notes, Series 2020C

Year	Principal	Rate	Interest	Total P&I	Police Station	Streets	Fire Engine	Public Works Building Roof	BCC Bldg. HVAC Replacement
2020									
2021	300,000	2.00%	233,017	**533,017**	295,290	132,950	76,945	20,468	7,363
2022	375,000	2.05%	157,203	**532,203**	298,168	134,680	74,270	18,530	6,555
2023	385,000	2.10%	149,515	**534,515**	299,375	132,425	78,040	18,223	6,453
2024	390,000	2.15%	141,430	**531,430**	300,385	130,115	76,675	17,908	6,348
2025	400,000	2.20%	133,045	**533,045**	301,193	132,750	75,278	17,585	6,240
2026	410,000	2.30%	124,245	**534,245**	301,793	130,220	78,848	17,255	6,130
2027	420,000	2.40%	114,815	**534,815**	297,078	132,575	77,238	16,910	11,015
2028	430,000	2.50%	104,735	**534,735**	297,158	129,695	75,558	21,550	10,775
2029	445,000	2.60%	93,985	**538,985**	301,908	131,695	73,808	21,050	10,525
2030	3,110,000	2.65%	41,208	**3,151,208**	2,913,094	131,723	75,994	20,265	10,133
Totals	**6,665,000**		**1,293,197**	**7,958,197**	**5,605,439**	**1,318,828**	**762,651**	**189,743**	**81,535**

Issue Summary

Key Dates

Dated Date:	5/27/2020
First Interest Payment:	5/1/2027
First Principal Payment:	11/1/2021

Cost of Fund Calculations

Assumes Current G.O. Bank Qualified "A+" Market Rates + 50 Basis Points

True Interest Cost (TIC):	**2.720%**
All Inclusive Cost (AIC):	**2.891%**

Sources and Uses	Total	Police Station	Streets	Fire Engine	Public Works Building Roof	BCC Bldg. HVAC Replacement
Par Amount of Bonds	6,665,000	4,615,000	1,150,000	665,000	165,000	70,000
Total Sources	**$ 6,665,000**	**$ 4,615,000**	**$ 1,150,000**	**$ 665,000**	**$ 165,000**	**$ 70,000**
Underwriter's Discount (1.300%)	86,645	59,995	14,950	8,645	2,145	910
Costs of Issuance	76,000	52,624	13,113	7,583	1,881	798
Deposit to Project Construction Fund	6,500,000	4,500,000	1,120,000	650,000	160,000	70,000
Rounding Amount	2,355	2,381	1,937	(1,228)	974	(1,708)
Total Uses	**$ 6,665,000**	**$ 4,615,000**	**$ 1,150,000**	**$ 665,000**	**$ 165,000**	**$ 70,000**

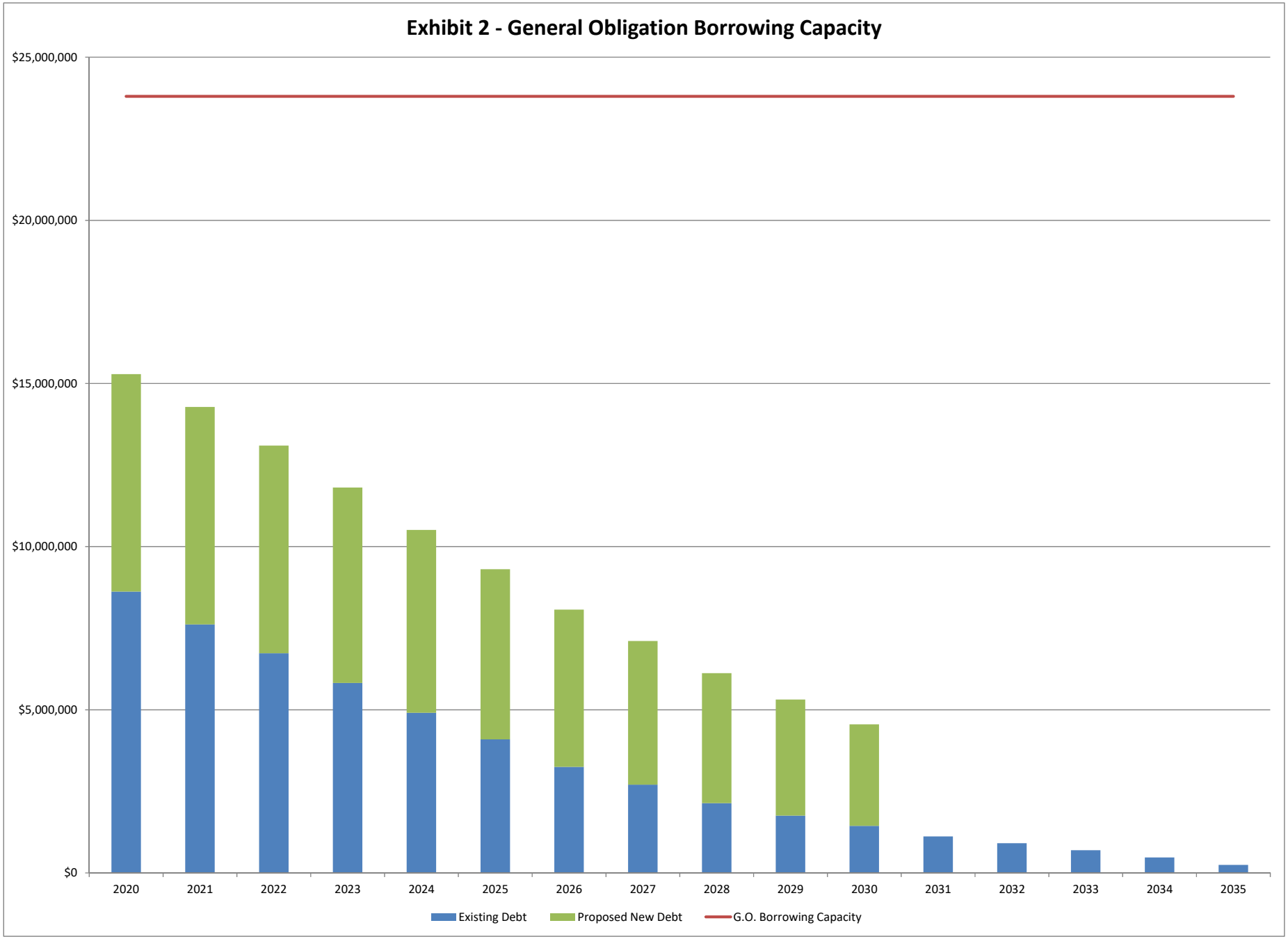


Exhibit 2 - General Obligation Borrowing Capacity
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
Existing Debt
Proposed New Debt
G.O. Borrowing Capacity

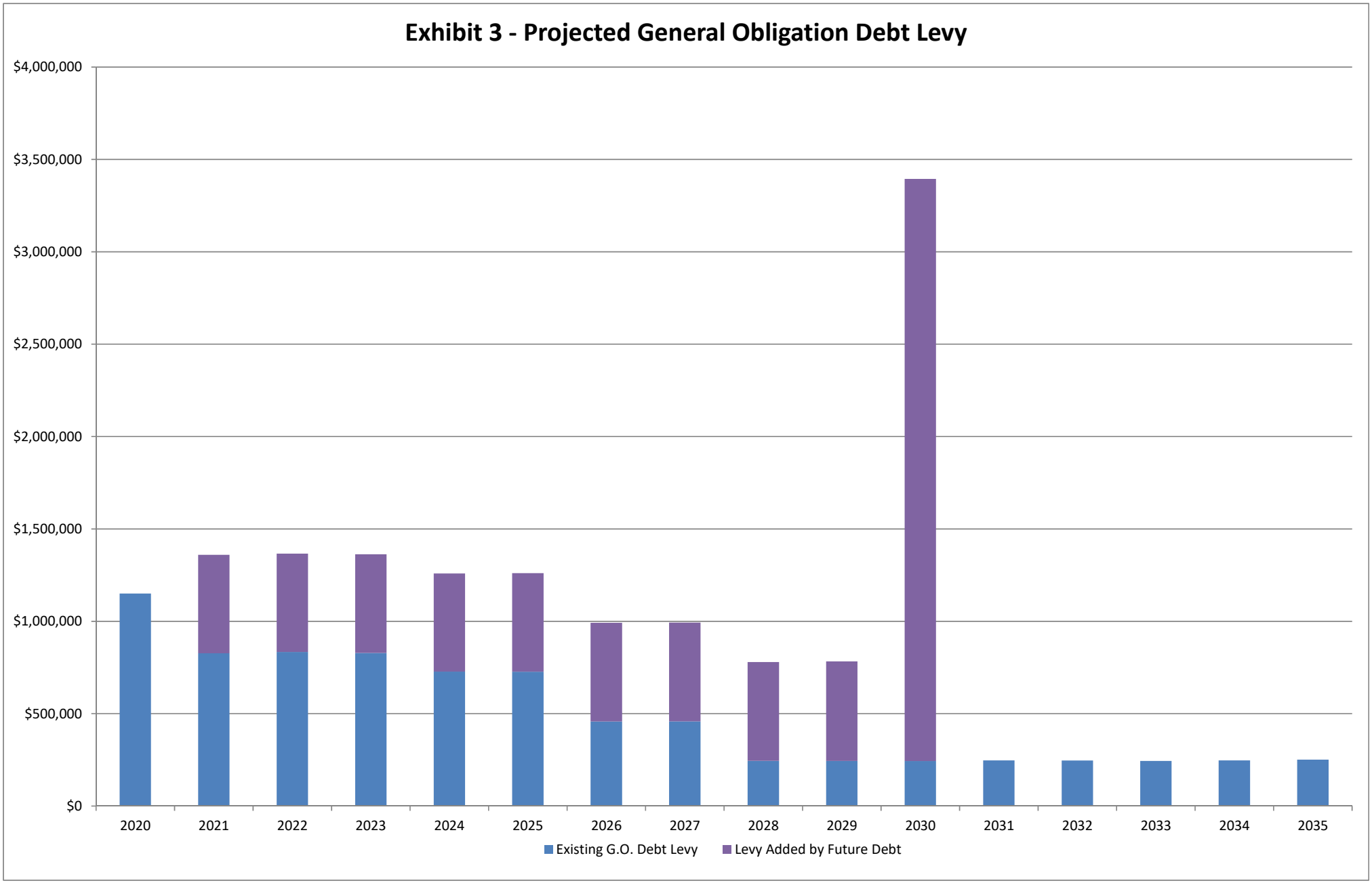


Exhibit 3 - Projected General Obligation Debt Levy
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
Existing G.O. Debt Levy
Levy Added by Future Debt

SUBJECT: **Approval of a Resolution Authorizing the Issuance and Sale of a $410,000 Taxable General Obligation Promissory Note, Series 2020A for the Marina Capital Projects *(Finance)* Roll**

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Mayor
Administrator

EXHIBITS:
1. Proposed Resolution
2. Ashland 2020A Sale Day Report, 3.30.2020

EXPENDITURES REQUIRED:

$ 300,000	- Marina Boat Lauch
100,000	- Marina Fuel Tank Upgrades
10,000	- Estimated G.O. Note Issue Costs
$ 410,000	Total

AMOUNT BUDGETED: -0-

APPROPRIATION REQUIRED: $410,000 - Taxable General Obligation Promissory Note

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The Council approved at the March 10, 2020 meeting to pursue a local bank general obligation note for the funding of the Marina boat launch and fuel tank upgrade in the amount of $410,000 which includes $10,000 estimated note issue costs. The term is ten years with Marina revenue as the source of principal and interest payments.

Ehlers Inc. is managing the bid process and has forwarded general obligation note bid information to the local banks and credit unions.

Sean Lentz, CIPMA, from Ehlers, Inc. will be presenting the bids to Council. Council will be asked to, as desires, accept a bid or reject all bids.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A $410,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A FOR THE MARINA CAPITAL PROJECTS

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of marina projects (the "Project"); and

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such a general obligation promissory note on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its taxable general obligation promissory note in the principal amount of $410,000 (the "Note" or "Notes") to _____ (the "Purchaser"), pursuant to the terms and conditions of its Proposal Form attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR HUNDRED TEN THOUSAND DOLLARS ($410,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes in the principal amount of FOUR HUNDRED TEN THOUSAND DOLLARS ($410,000) for the sum of the principal amount of the Notes, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Note, Series 2020A"; shall be issued in the principal amount of $410,000; shall be dated April 16, 2020; shall be in the denomination of $100,000 or more; shall be numbered R-1; shall bear interest at the rate of ___% per annum; and shall be payable in installments of principal due on April 1 of each year as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable annually on April 1 of each year commencing on April 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the City, on any date. Said Notes are redeemable as a whole or in part, and if in part, from installments of principal selected by the City, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.
(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.
(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.
(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.
(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Note, Series 2020A, dated April 16, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and

(ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City

Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Section 13. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Notes because the Purchaser will covenant that it will hold and not make a primary offering of the Notes, or otherwise will establish an exception to the Rule relating to the Notes.

Section 14. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 15. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 31, 2020.

_____ Debra S. Lewis
Mayor

ATTEST:

_____ Denise Oliphant
City Clerk

(SEAL)

EXHIBIT A

Proposal Form

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

UNITED STATES OF AMERICA
NUMBER STATE OF WISCONSIN DOLLARS
ASHLAND AND BAYFIELD COUNTIES
CITY OF ASHLAND
R-1 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A $410,000

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:
April 1, 2030	April 16, 2020	%

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: FOUR HUNDRED TEN THOUSAND DOLLARS ($410,000)

FOR VALUE RECEIVED, the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount set forth above in installments payable on April 1 of each year in the amounts set forth on Schedule I attached hereto, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable annually on April 1 of each year commencing on April 1, 2021 until the aforesaid principal amount is paid in full.
Both the principal of and interest on this Note are payable in lawful money of the United States by the City Clerk or City Treasurer.

Payment of each installment of principal hereof and interest hereon (except the last) shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the City Clerk or City Treasurer at the close of business on the 15th day of the calendar month next preceding an interest payment date (the "Record Date") and shall be paid by the City to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the City Clerk or City Treasurer. The final installment of principal and interest on this Note shall be payable only upon presentation and surrender of this Note to the City Clerk or City Treasurer.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged. This Note is issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of marina projects, as authorized by a resolution adopted on March 31, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes are subject to redemption prior to maturity, at the option of the City, on any date. Said Notes are redeemable as a whole or in part, and if in part, from installments of principal selected by the City, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption at least ten (10) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Notes are issued in registered form in the denomination of $100,000 or more. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this

Note, together with the interest thereon, when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Ashland, Ashland and Bayfield Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ASHLAND
ASHLAND AND BAYFIELD COUNTIES, WISCONSIN

By: _____
Debra S. Lewis
Mayor

By: _____
Denise Oliphant
City Clerk

(SEAL)

ASSIGNMENT FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____
(Name and Address of Assignee)

_____
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints

_____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____
(e.g. Bank, Trust Company or Securities Firm) (Registered Owner)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon _____ the face of the within Note in every particular, (Authorized Officer) without alteration or enlargement or any change whatever.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

SCHEDULE I
DEBT SERVICE SCHEDULE (See Attached)

March 31, 2020

Sale Day Report for

City of Ashland, Wisconsin
$410,000 Taxable General Obligation Promissory Note, Series 2020A

Prepared by:

Sean Lentz, CIPMA
Senior Municipal Advisor

Brian Reilly, CIPMA
Senior Municipal Advisor

Josh Low
Financial Specialist

Sale Day Report – March 31, 2020

City of Ashland, Wisconsin
$410,000 Taxable General Obligation Promissory Note, Series 2020A

Purpose: The proposed issue includes financing for the following purposes:

- Finance Marina Projects ($410,000). Debt service will be paid from Marina Fund Revenues

Number of Bids: 2

Low Bidder: Bremer Bank, National Association, Menomonie, Wisconsin

Comparison from Lowest to Highest Bid: (NIC as bid)	Low Bid	High Bid	Interest Difference
	2.7500%	6.7499%	$93,117

Summary of Sale Results:	
Principal Amount:	$410,000
Net Interest Rate:	2.7500%
Costs of Issuance:	$9,150
Yield:	2.750%
Total Net P&I	$474,017

Notes: The City Treasurer will serve as Paying Agent on the Notes.

The Notes maturing April 1, 2021 and thereafter are callable April 16, 2020 or any date after settlement date.

Closing Date: April 16, 2020

City Council Action: Adopt a resolution awarding the sale of $410,000 Taxable General Obligation Promissory Note, Series 2020A.

Attachments:

- Bid Tabulation
- Debt Service Schedule and Sources and Uses of Funds

BID TABULATION

$410,000 Taxable General Obligation Promissory Note, Series 2020A

City of Ashland, Wisconsin

SALE: March 31, 2020

AWARD: BREMER BANK, NATIONAL ASSOCIATION

Non-Rated

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	NET INTEREST RATE
BREMER BANK, NATIONAL ASSOCIATION				$410,000.00	$64,017.71	2.7500%
Menomonie, Wisconsin	2021	2.750%	2.750%			
	2022	2.750%	2.750%			
	2023	2.750%	2.750%			
	2024	2.750%	2.750%			
	2025	2.750%	2.750%			
	2026	2.750%	2.750%			
	2027	2.750%	2.750%			
	2028	2.750%	2.750%			
	2029	2.750%	2.750%			
	2030	2.750%	2.750%			
CHIPPEWA VALLEY BANK				$410,000.00	$157,134.38	6.7499%
Ashland, Wisconsin						

City of Ashland, WI

Debt Service and Capitalization Schedules

$410,000 Taxable General Obligation Promissory Note of 2020A

Year	Principal	Rate	Interest	Total P&I
2020				
2021	37,000	2.75%	10,805	**47,805**
2022	37,000	2.75%	10,258	**47,258**
2023	38,000	2.75%	9,240	**47,240**
2024	39,000	2.75%	8,195	**47,195**
2025	40,000	2.75%	7,122	**47,122**
2026	41,000	2.75%	6,023	**47,023**
2027	43,000	2.75%	4,895	**47,895**
2028	44,000	2.75%	3,713	**47,713**
2029	45,000	2.75%	2,503	**47,503**
2030	46,000	2.75%	1,265	**47,265**
Totals	**410,000**		**64,017**	**474,017**

Issue Summary

Key Dates

Dated Date:	4/16/2020
First Interest Payment:	4/1/2021
First Principal Payment:	4/1/2021

Interest Rate

	PreSale	Sale Day
Net Interest Cost (NIC):	2.75%	2.75%
All Inclusive Cost (AIC):	3.21%	3.17%

Sources and Uses

Sources	**Total**
Par Amount of Note	410,000
Total Sources	**$410,000**
Uses	
Costs of Issuance	9,150
Deposit to Construction Fund	400,850
Total Uses	**$410,000**

SUBJECT: **Approve a Resolution Authorizing the Issuance and Sale of a $700,000 General Obligation Promissory Note, Series 2020B to Fund Water Utility Capital Projects *(Finance)* Roll**

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Mayor
Administrator
Public Work Director

EXHIBITS:
1. Proposed Resolution
2. Ashland 2020B Sale Day Report, 3.30.2020

EXPENDITURES REQUIRED: $700,000 - Water Utility Capital Projects

AMOUNT BUDGETED: -0-

APPROPRIATION REQUIRED: $700,000 - General Obligation Promissory Note

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The Council approved at the March 10, 2020 meeting to pursue a local bank general obligation note for the funding of the Water Utility capital projects in the amount of $700,000 which includes $20,000 estimated note issue costs. The term is ten years with Water Utility revenue as the source of principal and interest payments.

Ehlers Inc. is managing the bid process and has forwarded the general obligation note bid information to the local banks and credit unions.

Sean Lentz, CIPMA, from Ehlers, Inc. will be presenting the bids to Council. Council will be asked to, as desired, approve a bid or reject all bids.

Water Utility projects include the 2020 Vaughn Avenue Reconstruction and old water main distribution pipe

replacements in various locations.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A $700,000 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020B TO FUND WATER UTILITY CAPITAL PROJECTS

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of water utility projects (the "Project"); and

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory note in the principal amount of $700,000 (the "Note" or "Notes") to _____ (the "Purchaser"), pursuant to the terms and conditions of its Proposal Form attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Authorization and Sale of the Notes.
For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN HUNDRED THOUSAND DOLLARS ($700,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes in the principal amount of SEVEN HUNDRED THOUSAND DOLLARS ($700,000) for the sum equal to the principal amount of the Notes, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes.
The Notes shall be designated "General Obligation Promissory Note, Series 2020B"; shall be issued in the principal amount of $700,000; shall be dated April 16, 2020; shall be in the denomination of $100,000 or more; shall be numbered R-1; shall bear interest at the rate of ___% per annum; and shall be payable in installments of principal due on April 1 of each year as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable annually on April 1 of each year commencing on April 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions.
The Notes are subject to redemption prior to maturity, at the option of the City, on any date. Said Notes are redeemable as a whole or in part, and if in part, from installments of principal selected by the City, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes.
The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.
(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.
(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Note, Series 2020B, dated April 16, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the

"Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund.
The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage.
All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws.
(A) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(B) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations.
The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services.
The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent.
The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes.
The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date.
The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Payment of Issuance Expenses.
The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Section 16. Continuing Disclosure.
The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Notes the Purchaser will covenant that it will hold and not make a primary offering of the Notes, or otherwise will establish an exception to the Rule relating to the Notes.

Section 17. Record Book.
The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Conflicting Resolutions; Severability; Effective Date.
All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 31, 2020.

ATTEST:

_____
Debra S. Lewis
Mayor

_____
Denise Oliphant
City Clerk

(SEAL)

EXHIBIT A

Proposal Form

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

UNITED STATES OF AMERICA
NUMBER STATE OF WISCONSIN DOLLARS
ASHLAND AND BAYFIELD COUNTIES
CITY OF ASHLAND
R-1 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020B $700,000

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:
April 1, 2030	April 16, 2020	%

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: SEVEN HUNDRED THOUSAND DOLLARS ($700,000)

FOR VALUE RECEIVED, the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount set forth above in installments payable on April 1 of each year in the amounts set forth on Schedule I attached hereto, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable annually on April 1 of each year, commencing on April 1, 2021 until the aforesaid principal amount is paid in full.

Both the principal of and interest on this Note are payable in lawful money of the United States by the City Clerk or City Treasurer.

Payment of each installment of principal hereof and interest hereon (except the last) shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the City Clerk or City Treasurer at the close of business on the 15th day of the calendar month next preceding an interest payment date (the "Record Date") and shall be paid by the City to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the City Clerk or City Treasurer. The final installment of principal and interest on this Note shall be payable only upon presentation and surrender of this Note to the City Clerk or City Treasurer.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged. This Note is issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of water utility projects, as authorized by a resolution adopted on March 31, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes are subject to redemption prior to maturity, at the option of the City, on any date. Said Notes are redeemable as a whole or in part, and if in part, from installments of principal selected by the City, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption at least ten (10) days prior to the date fixed for redemption to the registered

owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Notes are issued in registered form in the denomination of $100,000 or more. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Ashland, Ashland and Bayfield Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ASHLAND
ASHLAND AND BAYFIELD COUNTIES, WISCONSIN

By: _____
Debra S. Lewis
Mayor

By: _____
Denise Oliphant
City Clerk

(SEAL)

ASSIGNMENT FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____
(Name and Address of Assignee)

_____
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints

_____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____
(e.g. Bank, Trust Company or Securities Firm) (Registered Owner)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon _____ the face of the within Note in every particular, (Authorized Officer) without alteration or enlargement or any change whatever.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

SCHEDULE I
DEBT SERVICE SCHEDULE (See Attached)

March 31, 2020

Sale Day Report for

City of Ashland, Wisconsin
$700,000 General Obligation Promissory Note, Series 2020B

Prepared by:

Sean Lentz, CIPMA
Senior Municipal Advisor

Brian Reilly, CIPMA
Senior Municipal Advisor

Josh Low
Financial Specialist

Sale Day Report – March 31, 2020

City of Ashland, Wisconsin
$700,000 General Obligation Promissory Note, Series 2020B

Purpose: The proposed issue includes financing for the following purposes:

Finance Water Utility Projects ($700,000). Debt service will be paid from water utility revenues.

Number of Bids: 2

Low Bidder: Bremer Bank, National Association, Menomonie, Wisconsin

Comparison from Lowest to Highest Bid: (NIC as bid)	Low Bid	High Bid	Interest Difference
	2.2699%	4.4999%	$88,728

Summary of Sale Results:	
Principal Amount:	$700,000
Net Interest Cost:	2.2699%
Costs of Issuance:	$15,300
Yield:	2.27%
Total Net P&I	$789,502

Notes: The City Treasurer will serve as Paying Agent on the Notes.

The Notes maturing April 1, 2021 and thereafter are callable April 16, 2020 or Any date after settlement date.

Closing Date: April 16, 2020

City Council Action: Adopt a resolution awarding the sale of $700,000 General Obligation Promissory Note, Series 2020B.

Attachments:

- Bid Tabulation
- Debt Service Schedules and Sources and Uses of Funds

BID TABULATION

$700,000 General Obligation Promissory Note, Series 2020B

City of Ashland, Wisconsin

SALE: March 31, 2020

AWARD: BREMER BANK, NATIONAL ASSOCIATION

Non-Rated

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	NET INTEREST RATE
BREMER BANK, NATIONAL ASSOCIATION				$700,000.00	$90,319.52	2.2699%
Menomonie, Wisconsin	2021	2.270%	2.270%			
	2022	2.270%	2.270%			
	2023	2.270%	2.270%			
	2024	2.270%	2.270%			
	2025	2.270%	2.270%			
	2026	2.270%	2.270%			
	2027	2.270%	2.270%			
	2028	2.270%	2.270%			
	2029	2.270%	2.270%			
	2030	2.270%	2.270%			
CHIPPEWA VALLEY BANK				$700,000.00	$179,047.50	4.4999%
Ashland, Wisconsin						

City of Ashland, WI

Debt Service and Capitalization Schedules

$700,000 General Obligation Promissory Note of 2020B

Year	Principal	Rate	Interest	Total P&I
2020				
2021	64,000	2.27%	15,228	**79,228**
2022	65,000	2.27%	14,437	**79,437**
2023	66,000	2.27%	12,962	**78,962**
2024	67,000	2.27%	11,464	**78,464**
2025	69,000	2.27%	9,943	**78,943**
2026	71,000	2.27%	8,376	**79,376**
2027	72,000	2.27%	6,765	**78,765**
2028	74,000	2.27%	5,130	**79,130**
2029	75,000	2.27%	3,450	**78,450**
2030	77,000	2.27%	1,748	**78,748**
Totals	**700,000**		**89,502**	**789,502**

Issue Summary

Key Dates

Dated Date:	4/16/2020
First Interest Payment:	4/1/2021
First Principal Payment:	4/1/2021

Interest Rate

	PreSale	Sale Results
Net Interest Cost (NIC)	2.75%	2.27%
All Inclusive Cost (AIC):	3.30%	2.68%

Sources and Uses

	Total
Sources	
Par Amount of Note	700,000
Total Sources	**$700,000**
Uses	
Costs of Issuance	15,300
Deposit to Construction Fund	684,700
Total Uses	**$700,000**

SUBJECT: **Approval to Award Contract to Short, Elliot, Hendrickson for Engineering Design Services for the 2020 and 2021 Sewer Main Rehabilitation Projects *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES:
Finance Director
Public Works Director
Utility Manager

EXHIBITS:
1. Agreement for Professional Services
2. League of Wisconsin Municipalities FAQ

EXPENDITURES REQUIRED:
$314,525 Engineering Services
$15,726 Contract Contingency
$330,251 Contract Total

AMOUNT BUDGETED:
$138,405 Fund 690 Cash Reserves
$191,846 WI DNR Clean Water Loan (FY 2021)
$330,251

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2020 that Short, Elliot, Hendrickson, 3535 Vadnais Center Dr, St Paul, MN 55110 is in compliance with Ashland City ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

In February 2020, the Public Works Department solicited statements of qualifications (SOQs) from three (3) qualified engineering firms having experience in the repair and/or rehabilitation of sanitary sewer mains, specifically through the use of trenchless technologies including Cured In Place Pipe (CIPP) lining, manhole rehabilitation, NASSCO rated video review and inspection of associated construction activities.

SOQs were received from two (2) firms, which were ranked by a team of City staff based on the qualifications

and experience of the personnel, ability to deliver the work within the specified timeframe and experience on previous projects. Short, Elliot Hendrickson (SEH) was selected as the firm most qualified to perform the work. According to guidance from the League of Wisconsin Municipalities, contracts for engineering services are not subject to competitive bidding requirements and may be selected based on the qualifications rather than low bid price.

City staff, particularly the Utility Manager, have invested significant time over the past few months investigating the potential use of trenchless technologies to address deficiencies in the City sewer collection system. By minimizing the amount of excavation required for repair and/or rehabilitation, these technologies are less expensive than conventional replacement. Public Works presented information regarding these technologies to the Public Works Committee on February 13, 2020 and received positive support.

SEH will complete technical design for rehabilitation of approximately 10-12 blocks of sewer main, selected on the basis of condition information gathered through cleaning and televising work in 2019 and provide construction inspection services that will train City staff to perform the same functions for future projects. This work will be bid out in Summer 2020 and constructed during Fall 2020 and/or Spring 2021.

SEH will complete the same technical design for 12-15 blocks of sewer main that will be submitted for WI DNR funding through the Clean Water Loan Program. This work will be bid out in Winter 2021 and completed in Summer 2021, with SEH available to provide construction inspection services if requested by the City.

The scope of SEH's services will also include flow monitoring services before and after construction of each project in order to quantify the effectiveness of the sewer main rehabilitation in terms of I&I reduction.

The services provided by SEH will support sewer rehabilitation projects for 2020 and 2021 construction with a combined project total of $1.2 million. The projects will be funded through a combination of wastewater utility cash reserves and a loan through the WIDNR Clean Water Loan Program. The cost of SEH's services for design and construction management represent 17.9% of the combined project total, which is well in line with industry standards for professional engineering services.

The Public Works Department recommends entering into an agreement with SEH for engineering services at a cost of $330,251 and approve a 5% contingency of $15,726 for a total project budget of $330,251.

Agreement for Professional Services

This Agreement is effective as of March 31, 2020, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2020 & 2021 CIPP Lining & Rehabilitation Project**.

Client's Authorized Representative: John Butler, PE
Address: 2020 6th Street East
Ashland, WI 54806
Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Bryan Cunningham, PE
Address: 1701 West Knapp Street, Suite B
Rice Lake, WI 54868
Telephone: 715.861.4987 **email:** bcunningham@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The Consultant will provide analysis, design, bidding and construction services for two (2) separate CIPP rehabilitation projects, as follows:

1. Prepare bidding documents containing plan sheets, project manual, and an opinion of probable total project cost to rehabilitate the pipes identified and selected by SEH and City staff.
   (a) Review the City's GIS mapping of sanitary sewer pipe condition, along with applicable closed circuit television (CCTV) inspections of each pipe segment provided by the City. Our review will:
      1. Determine what preparation work the contractor will need to complete for each segment before they can begin CIPP work.
      2. Assign the appropriate heat source for the cure of the new pipe. The options will range from hot water and steam, to ultra-violet light.
   (b) Plan sheets will utilize recent aerial photography with manhole locations from City GIS mapping, incorporating notes as required for bidding. GIS, CCTV and record drawings will be used to develop plans and no field survey will be required.
   (c) The Consultant will coordinate with private utilities for locations, and provide a copy of the proposed plans, for their review.
   (d) Prepare a tabulation which describes the CIPP preparation work, and the CIPP work, for each segment of pipe.
   (e) Prepare an opinion of probable total cost.
   (f) This task includes one (1) face to face meeting and one (1) virtual/online meeting with City staff.

2. Bidding assistance and Bidding documents
   (a) Review draft plans and specifications with the City (1 meeting)
   (b) Prepare final bidding documents, Ad for Bid, online plan distribution, preliminary engineer's probable cost, bidders list and answer contractor bidding questions
   (c) Release televising videos via FTP site for bidder review
   (d) Review qualifications of CIPP liner manufacturers for bidding
   (e) Prepare bid tabulations and a Recommendation to Award

3. Construction engineering and administration
   (a) Schedule, send invitation, prepare an agenda, attend pre-construction conference, provide minutes of the meeting
   (b) Prepare an Authorization to Start Work
   (c) Provide 75% part time Resident Project Representative services of construction activities
   (d) Document pay quantities ,review and approve Applications for Payment requests
   (e) Respond to contractor questions and requests
   (f) Review post lining CCTV footage for final acceptance of the rehabilitation work and provide record plans

4. WDNR Clean Water Fund Loan (CWF) application and administration for the 2021 CIPP project
   (a) Task 1- Application
      1. Assemble required documentation. SEH will work with the Ashland staff, Financial Advisor, Bond Counsel, Attorney and other professionals as required to assemble required documentation for the CWF application.
      2. Complete the Financial Assistance Application to the DNR through the electronic filing system.
      3. Coordinate with the Engineer submission of plans, specifications and engineering report.
      4. Coordination of resolutions to be passed by Community.

Sub-task 2 will only be completed upon acceptance of funding from WDNR, which would be known after WDNR announcement of the project funding list typically expected in November or December 2020.

   (b) Task 2- Administration
      1. General Administration.
         a. Set up a complete set of file folders that meet the Department's requirements.
         b. Review proposed contract between the community and Department. Propose revisions to contract.
      2. Financial Management.
         a. Draft all financial management forms.
         b. Complete all drawdown requests to the Department.
         c. Maintain required records.
      3. Equal Opportunity and Procurement Requirements.
         a. Ensure compliance with MBE/WBE requirements.
         b. Maintain compliance with Executive Order 11246, 11914 and 11250 and the Age Discrimination Act (P.L. 94-135).
         c. Ensure all required federal and state forms are in all bidding documents, as appropriate.
      4. Drug Free Workplace.
         a. Document compliance with Drug-Free Workplace Act, (P.L. 100-690).
      5. Acquisition.
         a. Assist the Community in documenting compliance with the Real Property Acquisition Policies Act.
      6. American Iron and Steel Requirement Compliance.
      7. Assist in Central Contractor Registration requirements.
      8. Labor Standards.
         a. Ensure proper Davis Bacon Wage Rates are inserted in all bid documents.
         b. Assist with Davis Bacon requirements.
         c. Review payrolls on a weekly basis.
      9. Document compliance with lobbying restrictions (Section 319 (P.L. 101-121).
      10. Audit Requirements. Determine what level of Audit (if any) is required. Coordinate and submit audit.
      11. Loan Closing. Coordination of loan closing between the Community, DNR and DOA.
      12. Close Out. Complete Close out documentation. Schedule and participate in Department monitoring visit (if required by the Department).

The Sub-task 2 fee is based on a construction period of up to 20 months requiring one bid package and a single general contractor. This also assumes SEH is performing Design and Construction Engineering for the project. If this changes, then the scope, schedule and/or fee will need to be adjusted.

5. Flow monitoring of existing sanitary sewer system
   (a) Identify monitoring locations and install flow meter equipment prior to pipe rehabilitation tasks (Assume four (4) meter locations, two (2) per each construction project).
   (b) As a cost savings to the City, it is recommended that the City purchase its own monitoring equipment. If equipment cannot be purchased, rentals would be available through SEH (estimated $600 per month). Assume that meters will be rented in May 2020 and purchased thereafter by the City, as part of the 2021 CWF CIPP project. (SEH Flow Meter Rental - 2 meters x 6 months x $600/month = $7,200)
   (c) SEH will perform necessary maintenance on flow meters to ensure data integrity. Maintenance costs are assumed to be one (1) visit per month, however they will only be billed if used. Estimate includes three (3) SEH visits estimated at $3,000/visit, and remaining maintenance to be performed by City staff.
   (d) Flow monitoring is anticipated to commence as early as May 1, 2020, and continue through October 2020, or following enough sufficient wet-weather events after the completion of the associated pipe lining activities. No monitoring would be planned over the winter (Nov. - Feb.).
   (e) All flow monitoring data will be collected and reviewed by SEH staff.
   (f) SEH will provide a final technical memorandum detailing the flow monitoring results at the completion of each planned rehabilitation project.

6. 6th Avenue Lift Station pump analysis and evaluation
   (a) Consultant staff will provide one (1) site visit with a vendor to conduct a draw down test. Information regarding the pumps and photos of their condition will be taken. Any maintenance records or changes to the pumps (replacement of impellers, etc.) and piping should be communicated to the consultant and information on the forcemain and any air release valves will be given to the consultant.
   (b) Peak flows will be analyzed and used to determine if the pumps, as they currently exist, are appropriate to handle I/I events. The pumps capacity will be provided.
   (c) The forcemain will be evaluated theoretically and compared to the draw down test and original pump curve, and the capacity at the outlet.
   (d) Recommendations of modifying the existing pumps or replacing with new pumps will be made in a brief memo reporting the findings. Recommendations will be in compliance with NR 110.

Additional Services: These services are not included in the estimated fee. If requested by the Community, SEH will complete them on a time and materials basis at SEH's current rates.

1. **Detailed Historical/Archeological Review:** This applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. Projects that are determined to impact historic or potentially historic properties, or are located in historic districts may have a higher standard of review. This may include documentation of compliance with 36 CFR Part 800, Protection of Historic Properties (also known as Section 106 Compliance). This is in addition to any local ordinance compliance with the Community's Municipal Code or other requirements associated with development in the historic districts
2. **Detailed Floodplain/Wetland Review:** This applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. If portions of this project occur in an area identified as flood hazard areas, wetland encroachment, or impacting water resources, further study will be required and documentation provided as an additional service.

3. **Publication of Notices** required by the grant application or administration process. Publishing arrangements and all costs associated with any required public notices shall be a direct expense of the Community.
4. **Labor Standards:** As of the time of this contract, field interviews to determine compliance with Federal Labor Standards is not required by DNR. Should such requirement change, or should there be evidence of failure by contractor(s) to comply with wage requirements and field interviews are required, SEH will complete said interviews.
5. **Accounting, Financial Advisor or Legal fees** that may be required as part of the grant application or administration process.
6. **Field Survey:** SEH assumes that the plans can be developed based on existing GIS, CCTV and record drawings, and that no field survey is included in the scope. If field survey is required, it will be considered an additional service.

Resident Project Representative Services

Part-time 75% RPR services in 2020 and 2021 will be provided in accordance with attached Exhibit B.

Schedule: The Consultant will commence work on the design phases for the 2020 CIPP project as soon as authorized by the City. The goal is to complete design and open bids in June 2020 and begin construction work in the fall of 2020, if possible. The initial project will be completed in 2021 and the new 2021 CIPP project bid around March 2021 and start thereafter. Completion of all project task will be done by December 31, 2021.

Payment:

The fee is hourly estimated to be **$314,525**, including expenses and equipment. The detailed cost breakdown for each task is as follows:

1.	2020 CIPP project analysis, design and bidding-	$45,440
2.	2020-2021 CIPP project construction services-	$47,505
3.	6th Avenue Lift Station pump analysis/evaluation-	$4,920
4.	2021 CIPP project analysis, design and bidding-	$61,750
5.	2021 CIPP project construction services-	$60,500
6.	2021 Clean Water Fund (CWF) grant services-	$6,000 (Sub-task 1)
		$27,000 (Sub-task 2)
7.	Pre/post 2020 flow monitoring services-	$33,950
	Pre/post 2021 flow monitoring services-	$27,460

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and Exhibit B.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.	**City of Ashland**
By: _____	By: _____
Mark Broses	
Title: Vice President	Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Supplemental Letter Agreement
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 31, 2020

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 80% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 20% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Supplemental Letter Agreement
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 31, 2020

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
   (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
   (a) Record date of receipt of shop drawings and samples.
   (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
   (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
   (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
   (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

(c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.

(d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.

6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.

7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.

8. Records:

(a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.

(c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

9. Reports:

(a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

(b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.

(c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.

(d) Report immediately to Consultant and Client upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

12. Completion:

(a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

(b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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Contracts FAQ 4

What kinds of municipal contracts don't have to be competitively bid under state law?

State law only requires competitive bidding for municipal contracts involving public construction with an estimated cost exceeding $25,000. Therefore, contracts that do not involve public *construction* are not subject to the state bid law requirements.

There are many types of municipal contracts that do not involve public construction. These include contracts for the purchase or sale of real estate; contracts for ambulance, refuse pickup, recycling or similar services, and; contracts for the purchase of fire trucks, dump trucks, backhoes, police cars and other general use equipment. They also include contracts for engineering, architect and other professional services even if related to municipal projects. *Aqua-Tech, Inc. v. Como Lake Protection and Rehabilitation District*, 71 Wis.2d 541, 239 N.W.2d 25, 28 (1976).

SUBJECT: **Approve to Award Contract to Hydro Klean for the 2020 Sanitary Sewer Televising Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES:
Finance Director
Public Works Director
Utility Manager

EXHIBITS:
1. City of Ashland Waste Water Distribution and Metering Districts
2. 2020 Sewer Cleaning & Televising Bid Opening

EXPENDITURES REQUIRED:

$132,108.20	Submersible Camera Sewer Main Inspections
$ 28,300.00	Manhole Inspections
$ 16,040.82	Contingency
$176,449.02	Project Total

AMOUNT BUDGETED: $176,449.02 Fund 690 Cash Reserves

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2020 that Hydro-Klean, 333 NW 49th Place, Des Moines, IA 50313 is in compliance with Ashland City ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

In response to ongoing problems with infiltration and inflow (I&I) impacting the sewer collection system, the City completed a study in 2009 that included flow monitoring after storm events within 13 sewage metering districts throughout the City. This effort identified Districts 1, 2, 3, 4, 7, 8, 11, and 12 (see attached map) as being the primary contributors to the observed I&I.

Sanitary mains in District 7 and 8 were previously investigated via submersible camera in 2011 and 2012, and

Public works completed investigation of all of District 1 and parts of Districts 3 and 4 through a contract with Hydro Klean in 2019. 10.6 miles of pipe were cleaned and televised via the 2019 contract. When combined with similar work completed by City staff, the contracted work allowed the City to meet the ongoing collection system maintenance goals required by the Utility's Capacity, Management, Operation, and Maintenance (CMOM) plan for the first time in recent years.

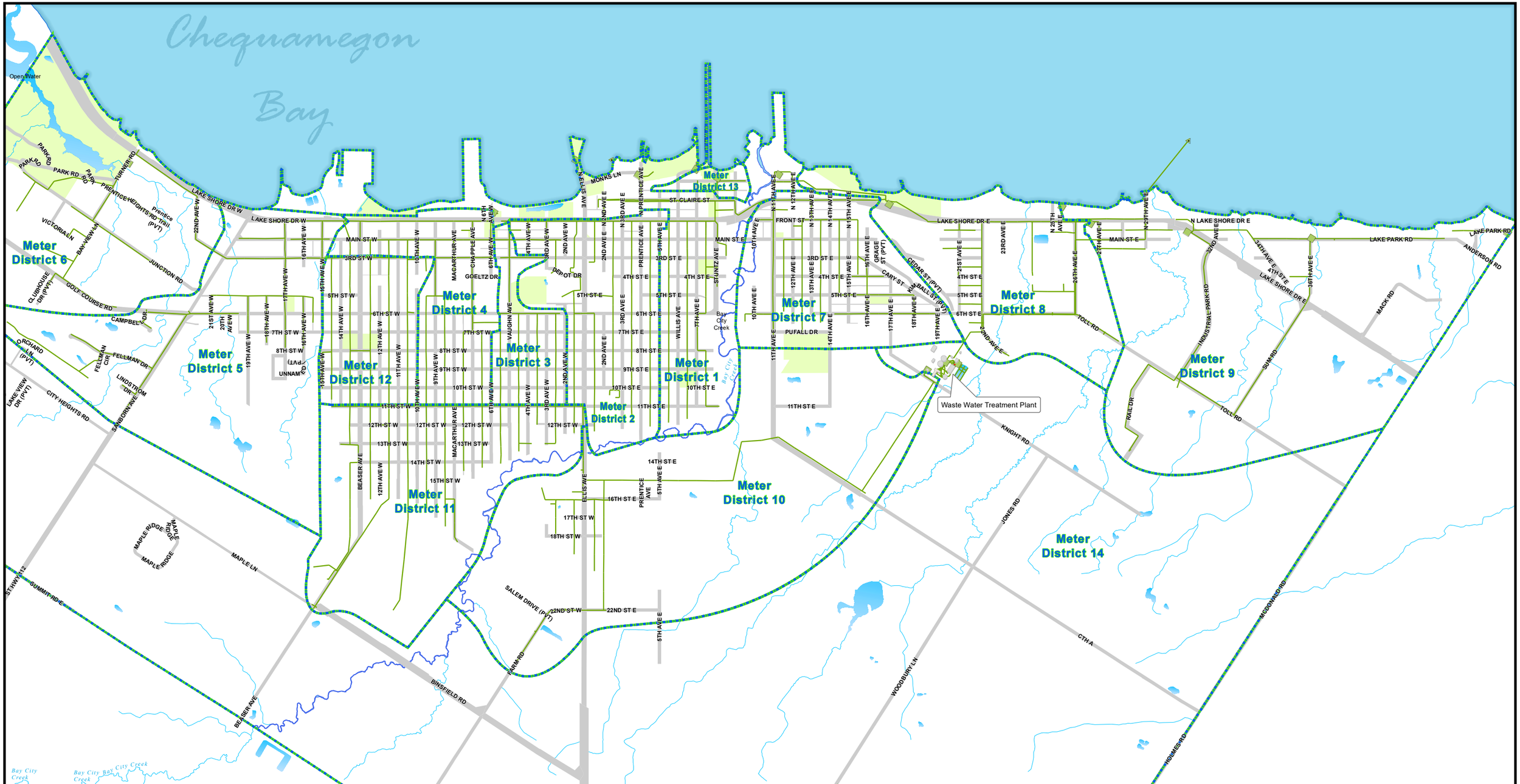
The Wisconsin Department of Natural Resources (WIDNR) required the City to implement the CMOM in response to observed sewage overflows and the plan specifically requires the City to clean 20% (12 miles) and televise 5% (3 miles) of sewer main per year.

The 2020 Sewer Cleaning and Televising Project is based on the results of the 2009 study and will clean and televise a total of 14.5 miles of sewer mains in Districts 2, 11 and 12. The contracted work will have the combined effect of allowing the City to meet established CMOM goals while also providing sewer main condition information necessary to inform future capital projects, including the rehabilitation of mains via trenchless technology and street reconstruction projects. In addition, the contract also includes cleaning and televised inspection of existing manhole structures associated with each.

The City independently developed a contract package for the 2019 Sewer Televising and Smoke Testing Project that was advertised on February 26 and March 4. Bids were received from two (2) bidders:

Great Lakes Pipe- $163,167.20
Hydro Klean - $160,408.20

The Public Works Department recommends entering into an agreement with Hydro-Klean LLC for sewer main and manhole cleaning and inspection services a cost of $160,408.20 and approve a 10% contingency of $16,040.82 for a total project budget of $176,449.02.



City of Ashland Waste Water Distribution and Metering Districts

Legend

- Lift Stations
- Sanitary Mains
- Streams
- Meter Districts
- Right of Ways
- Parks

1 inch = 1,817 feet

0 0.1 0.2 0.3 0.4 0.5 Miles

Find yourself next to the water

ASHLAND

City of Ashland, Wisconsin

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

City of Ashland Dept. of Public Works

Geographic Information Systems Division

Created: 02/15/2019

Map for informational purposes only.

CITY OF ASHLAND
2020 Sewer Cleaning & Televising Bid Opening
CITY PROJECT ID: 690202002
BID OPENING: Wednesday, March 11, 2020 at 2:30 p.m.

Bid #	Contractor	Bid Form	Bid Bond	Base Bid Amount	Bid Alternate 1 Amount	Bid Total
1	Great Lakes Pipe	Yes	No	$126,482.00	$36,685.20	$163,167.20
2	Hydro-Klean	Yes	Yes	$123,342.04	$37,066.16	$160,408.20
3						
4						
5						
6						
7						

John Butler, Director of PW
Bid Reader

Chanz Green, Utility Manager
Bid Witness

SUBJECT: **Approve to Award Contract to Ashland Construction, Inc. for the Vaughn Avenue and 7th Street West Reconstruction and Utility Replacement Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director
Utility Manager

EXHIBITS:

1. Vaughn Avenue & 7th Street W reconstruction & Utility Replacement Bid Tabulation
2. Bid Award Recommendation, Cedar Corporation, March 19, 2020

EXPENDITURES REQUIRED:

	Construction Total	Construction Contingency	Project Total
General Fund	$930,985.00	$93,098.50	$1,024,083.50
Water Utility	$340,267.00	$34,026.70	$374,293.70
Wastewater Utility	$31,847.75	$3,184.78	$35,032.53
TOTAL PROJECT	$1,303,099.75	$130,309.98	$1,433,409.73

AMOUNT BUDGETED:

$1,024,100.00	Fund 470, LRIP Funds, & Estimated $985,000 G.O. Note
374,500.00	Fund 680 G.O. Note
35,000.00	Fund 690 Pooled Cash
$1,433,600.00	

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2020 that Ashland Construction Inc., PO Box 231, Ashland, WI 54806 is in compliance with Ashland City ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Five bids were received and opened on March 18, 2020 for the Vaughn Avenue and 7th Street West Reconstruction & Utility Replacement Project.

The project involves five blocks on Vaughn Avenue between 6th Street and 11th Street West and three blocks on 7th Street West, between Chapple and 4th Avenue West of urban street reconstruction, storm sewer construction, water main construction, sanitary sewer construction and sidewalk construction.

The lowest responsible bidder was Ashland Construction, Inc. This project is estimated to start in mid to late May with completion scheduled for mid October. The Public Works Department along with Cedar Corporation recommends award to Ashland Construction Inc.

Unit Price Bid Tabulation

Vaughn Avenue & 7th Street W. Reconstruction & Utility Replacement
City of Ashland, WI

March 18, 2020

			Ashland Construction Ashland, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const. South Range, WI		Haas Sons, Inc. Thorp, WI		A-1 Excavating, Inc. Bloomer, WI	
Item	Unit	Qty	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
SCHEDULE A - Vaughn Avenue (6th St W to 11th St W)												
Street Construction												
1 Grubbing	I.D.	550	$5.00	$2,750.00	$16.00	$8,800.00	$6.00	$3,300.00	$20.00	$11,000.00	$18.00	$9,900.00
2 Demolition of Curb & Gutter	L.F.	3500	$1.55	$5,425.00	$4.50	$15,750.00	$6.00	$21,000.00	$2.00	$7,000.00	$2.50	$8,750.00
3 Asphaltic & Concrete Pavement Removal	S.Y.	7000	$1.55	$10,850.00	$2.50	$17,500.00	$3.00	$21,000.00	$1.25	$8,750.00	$4.10	$28,700.00
4 Excavation	C.Y.	5700	$7.70	$43,890.00	$7.25	$41,325.00	$12.75	$72,675.00	$12.00	$68,400.00	$10.00	$57,000.00
5 Geotextile Fabric, Type SR	S.Y.	8670	$1.20	$10,404.00	$1.25	$10,837.50	$2.10	$18,207.00	$2.15	$18,640.50	$1.60	$13,872.00
6 Sand Subbase Course	C.Y.	2410	$14.00	$33,740.00	$15.50	$37,355.00	$17.20	$41,452.00	$14.21	$34,246.10	$26.00	$62,660.00
7 Crushed Aggregate Base	C.Y.	2100	$30.00	$63,000.00	$22.00	$46,200.00	$24.75	$51,975.00	$25.50	$53,550.00	$29.00	$60,900.00
8 Temporary Stone Tracking Pad	C.Y.	70	$25.00	$1,750.00	$24.25	$1,697.50	$50.00	$3,500.00	$15.25	$1,067.50	$1.00	$70.00
9 Concrete Curb & Gutter, 24" Barrier	L.F.	4000	$14.00	$56,000.00	$15.00	$60,000.00	$14.00	$56,000.00	$14.50	$58,000.00	$14.40	$57,600.00
10 HMA, Binder, 2.5" (2020)	S.Y.	7100	$11.50	$81,650.00	$11.50	$81,650.00	$11.40	$80,940.00	$11.41	$81,011.00	$11.70	$83,070.00
11 HMA, Surface, 1.5" (2020)	S.Y.	7100	$7.80	$55,380.00	$7.85	$55,735.00	$7.64	$54,244.00	$7.72	$54,812.00	$7.75	$55,025.00
12 Traffic Control	L.S.	1	$10,300.00	$10,300.00	$10,000.00	$10,000.00	$4,641.30	$4,641.30	$42,489.00	$42,489.00	$35,400.00	$35,400.00
13 Topsoil, Turf, and Grasses	S.Y.	4000	$5.00	$20,000.00	$4.00	$16,000.00	$3.75	$15,000.00	$6.19	$24,760.00	$1.00	$4,000.00
Subtotal Street Construction				$395,139.00		$402,850.00		$443,934.30		$463,726.10		$476,947.00
Storm Sewer Construction												
14 Temporary Inlet Protection	EA.	16	$55.00	$880.00	$55.00	$880.00	$150.00	$2,400.00	$100.00	$1,600.00	$80.00	$1,280.00
15 Remove Storm Manhole	EA.	5	$227.00	$1,135.00	$350.00	$1,750.00	$300.00	$1,500.00	$400.00	$2,000.00	$400.00	$2,000.00
16 Remove Storm Pipe	L.F.	2150	$10.00	$21,500.00	$10.00	$21,500.00	$3.00	$6,450.00	$10.00	$21,500.00	$18.00	$38,700.00
17 Storm Sewer, RCP, CL III, 12"	L.F.	565	$28.00	$15,820.00	$37.00	$20,905.00	$36.30	$20,509.50	$47.50	$26,837.50	$53.50	$30,227.50
18 Storm Sewer, RCP, CL III, 15"	L.F.	420	$40.00	$16,800.00	$39.50	$16,590.00	$39.00	$16,380.00	$50.25	$21,105.00	$54.50	$22,890.00
19 Storm Sewer, RCP, CL III, 18"	L.F.	1110	$45.00	$49,950.00	$45.00	$49,950.00	$45.70	$50,727.00	$53.95	$59,884.50	$62.50	$69,375.00
20 Storm Manhole & Casting	V.F.	47	$411.00	$19,317.00	$394.00	$18,518.00	$650.00	$30,550.00	$285.00	$13,395.00	$460.00	$21,620.00
21 Storm Inlet & Casting	EA.	13	$1,500.00	$19,500.00	$2,000.00	$26,000.00	$610.00	$7,930.00	$1,700.00	$22,100.00	$2,025.00	$26,325.00
22 Perforated Pipe Underdrain, Wrapped, 4"	L.F.	3800	$4.00	$15,200.00	$6.50	$24,700.00	$7.50	$28,500.00	$5.25	$19,950.00	$8.00	$30,400.00
23 Televising	L.F.	2095	$0.60	$1,257.00	$1.10	$2,304.50	$1.75	$3,666.25	$1.25	$2,618.75	$1.00	$2,095.00
Subtotal Storm Sewer				$161,359.00		$183,097.50		$168,612.75		$190,990.75		$244,912.50

Item	Unit	Qty	Ashland Construction Ashland, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const. South Range, WI		Haas Sons, Inc. Thorp, WI		A-1 Excavating, Inc. Bloomer, WI	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
SCHEDULE A - Vaughn Avenue (6th St W to 11th St W) (continued)												
Watermain Construction												
24 Abandon Watermain Pipe	L.F.	1800	$0.80	$1,440.00	$1.00	$1,800.00	$2.00	$3,600.00	$12.00	$21,600.00	$3.00	$5,400.00
25 Remove Watermain Pipe	L.F.	200	$10.00	$2,000.00	$6.00	$1,200.00	$11.00	$2,200.00	$12.00	$2,400.00	$3.00	$600.00
26 Salvage Hydrant	EA.	3	$306.00	$918.00	$350.00	$1,050.00	$1,500.00	$4,500.00	$750.00	$2,250.00	$300.00	$900.00
27 Watermain, C900 PVC, 6"	L.F.	45	$28.00	$1,260.00	$35.00	$1,575.00	$45.00	$2,025.00	$35.00	$1,575.00	$55.00	$2,475.00
28 Watermain, C900 PVC, 8"	L.F.	1800	$39.00	$70,200.00	$42.00	$75,600.00	$42.00	$75,600.00	$55.43	$99,774.00	$55.00	$99,000.00
29 Water Service Lateral, Copper, 1.0"	L.F.	2000	$35.00	$70,000.00	$30.00	$60,000.00	$38.00	$76,000.00	$49.00	$98,000.00	$37.00	$74,000.00
30 Corporation Stop, 1.0"	EA.	56	$224.00	$12,544.00	$275.00	$15,400.00	$450.00	$25,200.00	$255.00	$14,280.00	$580.00	$32,480.00
31 Curbstop, 1.0"	EA.	56	$379.00	$21,224.00	$450.00	$25,200.00	$450.00	$25,200.00	$415.00	$23,240.00	$570.00	$31,920.00
32 Hydrant	EA.	3	$3,790.00	$11,370.00	$3,875.00	$11,625.00	$5,200.00	$15,600.00	$4,175.00	$12,525.00	$4,400.00	$13,200.00
33 Gate Valve, 6"	EA.	3	$1,450.00	$4,350.00	$1,525.00	$4,575.00	$1,600.00	$4,800.00	$1,750.00	$5,250.00	$1,655.00	$4,965.00
34 Gate Valve, 8"	EA.	7	$1,940.00	$13,580.00	$1,975.00	$13,825.00	$2,100.00	$14,700.00	$2,200.00	$15,400.00	$2,140.00	$14,980.00
35 Connect to Watermain	EA.	2	$2,510.00	$5,020.00	$1,200.00	$2,400.00	$1,600.00	$3,200.00	$1,600.00	$3,200.00	$2,000.00	$4,000.00
Subtotal Watermain				$213,906.00		$214,250.00		$252,625.00		$299,494.00		$283,920.00
Sidewalk Construction												
36 Demolition of Pavement, Sidewalk, & Drivewa	S.Y.	1100	$3.50	$3,850.00	$4.50	$4,950.00	$3.00	$3,300.00	$5.00	$5,500.00	$7.00	$7,700.00
37 Concrete Sidewalk, 4"	S.F.	5440	$7.10	$38,624.00	$5.95	$32,368.00	$7.00	$38,080.00	$6.25	$34,000.00	$8.00	$43,520.00
38 Concrete Sidewalk & Driveway, 6"	S.F.	2805	$8.10	$22,720.50	$9.20	$25,806.00	$8.00	$22,440.00	$9.25	$25,946.25	$9.00	$25,245.00
Subtotal Sidwalk				$65,194.50		$63,124.00		$63,820.00		$65,446.25		$76,465.00
SCHEDULE A SUBTOTAL				$835,598.50		$863,321.50		$928,992.05		$1,019,657.10		$1,082,244.50
SCHEDULE B - 7th Street West (Chapple Ave to 4th Ave W)												
Street Construction												
39 Demolition of Curb & Gutter	L.F.	2035	$1.60	$3,256.00	$4.00	$8,140.00	$6.00	$12,210.00	$2.00	$4,070.00	$2.50	$5,087.50
40 Asphaltic & Concrete Pavement Removal	S.Y.	4120	$1.60	$6,592.00	$2.50	$10,300.00	$3.00	$12,360.00	$1.75	$7,210.00	$4.50	$18,540.00
41 Excavation	C.Y.	2770	$8.00	$22,160.00	$7.00	$19,390.00	$12.75	$35,317.50	$12.00	$33,240.00	$10.00	$27,700.00
42 Geotextile Fabric, Type SR	S.Y.	4185	$1.50	$6,277.50	$1.15	$4,812.75	$2.10	$8,788.50	$2.25	$9,416.25	$1.60	$6,696.00
43 Sand Subbase Course	C.Y.	1165	$14.00	$16,310.00	$15.25	$17,766.25	$17.20	$20,038.00	$13.70	$15,960.50	$26.00	$30,290.00
44 Crushed Aggregate Base	C.Y.	1100	$30.00	$33,000.00	$22.00	$24,200.00	$24.75	$27,225.00	$26.00	$28,600.00	$29.00	$31,900.00
45 Temporary Stone Tracking Pad	C.Y.	70	$25.00	$1,750.00	$24.50	$1,715.00	$50.00	$3,500.00	$55.00	$3,850.00	$1.00	$70.00
46 Concrete Curb & Gutter, 24" Barrier	L.F.	2070	$14.00	$28,980.00	$15.00	$31,050.00	$14.00	$28,980.00	$14.50	$30,015.00	$14.40	$29,808.00
47 HMA, Binder, 2.5" (2020)	S.Y.	3300	$11.00	$36,300.00	$10.90	$35,970.00	$10.80	$35,640.00	$10.77	$35,541.00	$11.00	$36,300.00
48 HMA, Surface, 1.5" (2020)	S.Y.	3300	$7.70	$25,410.00	$7.82	$25,806.00	$7.60	$25,080.00	$7.68	$25,344.00	$7.70	$25,410.00
49 Traffic Control	L.S.	1	$15,000.00	$15,000.00	$7,000.00	$7,000.00	$6,987.00	$6,987.00	$3,026.00	$3,026.00	$19,100.00	$19,100.00
50 Topsoil, Turf, and Grasses	S.Y.	2500	$5.00	$12,500.00	$4.00	$10,000.00	$3.75	$9,375.00	$6.39	$15,975.00	$1.00	$2,500.00
Subtotal Street Construction				$207,535.50		$196,150.00		$225,501.00		$212,247.75		$233,401.50

Item	Unit	Qty	Ashland Construction Ashland, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const. South Range, WI		Haas Sons, Inc. Thorp, WI		A-1 Excavating, Inc. Bloomer, WI	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
SCHEDULE B - 7th Street West (Chapple Ave to 4th Ave W) (continued)												
Storm Sewer Construction												
51 Temporary Inlet Protection	EA.	4	$55.00	$220.00	$55.00	$220.00	$150.00	$600.00	$75.00	$300.00	$80.00	$320.00
52 Storm Sewer, RCP, CL III, 12"	L.F.	175	$38.00	$6,650.00	$37.00	$6,475.00	$36.30	$6,352.50	$49.25	$8,618.75	$53.00	$9,275.00
53 Storm Sewer, RCP, CL III, 15"	L.F.	415	$39.00	$16,185.00	$39.25	$16,288.75	$39.00	$16,185.00	$53.25	$22,098.75	$53.00	$21,995.00
54 Storm Manhole & Casting	V.F.	10	$416.00	$4,160.00	$395.00	$3,950.00	$650.00	$6,500.00	$360.00	$3,600.00	$460.00	$4,600.00
55 Storm Inlet & Casting	EA.	8	$1,500.00	$12,000.00	$1,875.00	$15,000.00	$610.00	$4,880.00	$1,760.00	$14,080.00	$2,025.00	$16,200.00
56 Perforated Pipe Underdrain, Wrapped, 4"	L.F.	2070	$3.50	$7,245.00	$6.00	$12,420.00	$7.50	$15,525.00	$5.50	$11,385.00	$8.00	$16,560.00
57 Televising	L.F.	590	$0.75	$442.50	$1.25	$737.50	$1.75	$1,032.50	$1.25	$737.50	$1.00	$590.00
Subtotal Storm Sewer				$46,902.50		$55,091.25		$51,075.00		$60,820.00		$69,540.00
Watermain Construction												
58 Abandon Watermain Pipe	L.F.	900	$1.00	$900.00	$1.00	$900.00	$2.00	$1,800.00	$12.00	$10,800.00	$3.00	$2,700.00
59 Salvage Hydrant	EA.	1	$344.00	$344.00	$350.00	$350.00	$1,500.00	$1,500.00	$600.00	$600.00	$300.00	$300.00
60 Watermain, C900 PVC, 6"	L.F.	25	$60.00	$1,500.00	$35.00	$875.00	$45.00	$1,125.00	$48.00	$1,200.00	$60.50	$1,512.50
61 Watermain, C900 PVC, 8"	L.F.	1255	$40.00	$50,200.00	$44.00	$55,220.00	$42.00	$52,710.00	$57.53	$72,200.15	$60.50	$75,927.50
62 Water Service Lateral, Copper, 1.0"	L.F.	620	$37.00	$22,940.00	$30.00	$18,600.00	$38.00	$23,560.00	$49.00	$30,380.00	$37.00	$22,940.00
63 Corporation Stop, 1.0"	EA.	19	$224.00	$4,256.00	$275.00	$5,225.00	$450.00	$8,550.00	$265.00	$5,035.00	$580.00	$11,020.00
64 Curbstop, 1.0"	EA.	19	$379.00	$7,201.00	$550.00	$10,450.00	$450.00	$8,550.00	$425.00	$8,075.00	$570.00	$10,830.00
65 Hydrant	EA.	2	$3,790.00	$7,580.00	$3,850.00	$7,700.00	$5,200.00	$10,400.00	$4,175.00	$8,350.00	$4,400.00	$8,800.00
66 Gate Valve, 6"	EA.	2	$1,450.00	$2,900.00	$1,425.00	$2,850.00	$1,600.00	$3,200.00	$1,750.00	$3,500.00	$1,655.00	$3,310.00
67 Gate Valve, 8"	EA.	8	$1,940.00	$15,520.00	$1,950.00	$15,600.00	$2,100.00	$16,800.00	$2,175.00	$17,400.00	$2,140.00	$17,120.00
68 Connect to Watermain	EA.	6	$2,170.00	$13,020.00	$875.00	$5,250.00	$1,600.00	$9,600.00	$1,275.00	$7,650.00	$1,650.00	$9,900.00
Subtotal Watermain				$126,361.00		$123,020.00		$137,795.00		$165,190.15		$164,360.00
Sidewalk Construction												
69 Demolition of Pavement, Sidewalk & Driveway	S.Y.	640	$4.00	$2,560.00	$4.25	$2,720.00	$3.00	$1,920.00	$2.00	$1,280.00	$7.00	$4,480.00
70 Concrete Sidewalk, 4"	S.F.	3930	$6.00	$23,580.00	$5.85	$22,990.50	$6.00	$23,580.00	$6.25	$24,562.50	$7.00	$27,510.00
71 Concrete Sidewalk & Driveway, 6"	S.F.	3545	$8.10	$28,714.50	$9.15	$32,436.75	$8.00	$28,360.00	$9.25	$32,791.25	$9.00	$31,905.00
Subtotal Sanitary Sewer				$54,854.50		$58,147.25		$53,860.00		$58,633.75		$63,895.00
Sanitary Sewer Construction												
72 Sanitary Sewer, PVC, SDR 35, 8"	L.F.	570	$34.00	$19,380.00	$35.00	$19,950.00	$48.25	$27,502.50	$55.75	$31,777.50	$41.00	$23,370.00
73 Sanitary Sewer, PVC, SDR 35, 12"	L.F.	15	$57.00	$855.00	$55.00	$825.00	$52.38	$785.70	$61.00	$915.00	$82.00	$1,230.00
74 Sanitary Manhole & Casting	V.F.	37	$302.00	$11,174.00	$337.00	$12,469.00	$675.00	$24,975.00	$363.75	$13,458.75	$575.00	$21,275.00
75 Televising	L.F.	585	$0.75	$438.75	$1.50	$877.50	$1.75	$1,023.75	$1.25	$731.25	$1.00	$585.00
Subtotal Sanitary Sewer				$31,847.75		$34,121.50		$54,286.95		$46,882.50		$46,460.00
SCHEDULE B SUBTOTAL				$467,501.25		$466,530.00		$522,517.95		$543,774.15		$577,656.50

Item	Unit	Qty	Ashland Construction Ashland, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const. South Range, WI		Haas Sons, Inc. Thorp, WI		A-1 Excavating, Inc. Bloomer, WI	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
PROJECT TOTALS:												
SCHEDULE A - Vaughn Avenue (6th St W to 11th St W)				$835,598.50		$863,321.50		$928,992.05		$1,019,657.10		$1,082,244.50
SCHEDULE B - 7th Street West (Chapple Ave to 4th Ave W)				$467,501.25		$466,530.00		$522,517.95		$543,774.15		$577,656.50
PROJECT TOTAL - SCHEDULE A + SCHEDULE B				$1,303,099.75		$1,329,851.50		$1,451,510.00		$1,563,431.25		$1,659,901.00
ALTERNATE BID ITEMS:												
1 Vaughn Avenue - HMA Surface, 1.5" (2021)	S.Y.	7100	$8.25	$58,575.00	$7.95	$56,445.00	$8.00	$56,800.00	$8.37	$59,427.00	$9.40	$66,740.00
2 7th Street West - HMA Surface, 1.5" (2021)	S.Y.	3300	$8.00	$26,400.00	$8.00	$26,400.00	$8.05	$26,565.00	$7.97	$26,301.00	$9.80	$32,340.00

604 Wilson Avenue
Menomonie, WI 54751

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March 19, 2020

John Butler, P.E., Director of Public Works
City of Ashland
2020 6th Street East
Ashland, WI 54806

RE: Bid Award Recommendation
Vaughn Avenue and 7th Street W. Reconstruction & Utility Replacement Project

Dear Mr. Butler, Mayor Deb Lewis & City Council:

On Wednesday, March 18, City of Ashland opened bids for the aforementioned project. Five (5) bids were received. After verification, bids ranged from $1,303,099.75 to $1,659,901.00. The low bid was from Ashland Construction Co. of Ashland, WI. We have attached a bid tabulation showing the bids received. For comparison purposes, our engineer's construction estimate was $1,781,260.00. It is our opinion that the City received comparable and competitive bids.

Although, Cedar Corporation has not worked with Ashland Construction Co. in the past, we have worked with owner Dave McCabe and his staff on many projects with McCabe Construction, Inc of Eau Claire, WI. We consider them a reputable company and responsible bidder.

Accordingly, we recommend that the City of Ashland award the Vaughn Avenue and 7th Street W. Reconstruction & Utility Replacement Project for the amount of $1,303,099.75 to Ashland Construction Co. contingent upon receipt of bonds and insurance.

Cedar Corporation is available to attend your City Council meeting to present this correspondence and answer any questions you may have. If you have any questions prior to the meeting, do not hesitate to contacting us.

Respectfully Submitted,
CEDAR CORPORATION

Brian Chapman
Project Manager

SUBJECT: **Approve to Award Contract to Nasi Construction for the Building and Pearson Plaza Improvements Project *(Public Works)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES:
Finance Director
Parks & Recreation Director
Public Works Director

EXHIBITS:
1. Bid Tabulation for 2020 Building and Pearson Plaza Improvements
2. Agenda Bill May 28, 2019
3. Notice of Award, March 24, 2020

EXPENDITURES REQUIRED:

	Bid Price	Contingency	Total Construction
Parks & Grounds	$63,269.25	$6,326.93	$69,596.18
Waste Water	$79,784.28	$7,978.43	$87,762.71
	$143,053.53	$14,305.36	$157,358.89

AMOUNT BUDGETED:
$ 30,000 - $45,500 Estimated FEMA/WEM - Fund 481
$ 40,000 - Fund 453 Waterfront Development Fund
$100,000 - Fund 690 Cash on hand

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2020 that Nasi Construction, 700 Granite St Hurley, WI 54534 is in compliance with Ashland City ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

In June of 2018, Council was presented with information regarding the condition of multiple City facility roofs, HVAC systems and masonry work. At that time the Council approved entering into a contract with Cedar Corporation to provide design engineering work for these projects, including replacement of numerous HVAC units, replacement of the roofs, and repair of the masonry work.

The first phase of work was HVAC replacements, completed in 2019. The second phase of the project is the roof replacements, which are underway and expected to be completed in summer 2020.

The third phase of the work is building repairs, which includes repairs to various doorways, entryway stoops, and building interiors/exteriors of wastewater utility buildings. The repairs were designed by Cedar Corporation and bid out in winter 2019, with the City receiving no bids.

In May 2019, the Council approved reallocating funds from the Kreher Park Bathroom Renovation Project to instead go toward installing stamped concrete at the Pearson Plaza Park. The installation of stamped concrete will allow for the permanent remediation of damage to the Park caused by the June 18, 2018 storm.

City staff completed the design of the stamped concrete and combined it with the building improvements in order to develop a larger contract to generate interest from contractors.

The Building and Pearson Plaza Improvements Project involves general earthwork, replacement of concrete stoops, replacement of doors, masonry re-point and repair, painting of classified spaces at five (5) wastewater utility buildings and installation of stamped concrete.

Advertisement for the Building and Pearson Plaza Improvements Project occurred on March 4th and 11th. Bids were received from three (3) bidders:

Ruotsala Construction, Ironwood, MI	$195,939.30
Angelo Luppino, Iron Belt, WI	$184,756.00
Nasi Construction, Hurley, WI	$143,053.53

The Public Works Department recommends entering into an agreement with Nasi Construction for the 2020 Building and Pearson Plaza Improvements Project at a cost of $143,053.53 and approve a 10% construction contingency of $14,305.35 for a total project budget of $157,358.88.

CITY OF ASHLAND WI BID TABULATION FOR 2020 BUILDING AND PEARSON PLAZA IMPROVEMENTS
BIDS OPENED MARCH 19, 2020 @ 2:30 P.M. 2020 6th St E

				RUOTSALA CONSTRUCTION		ANGELO LUPPINO		NASI CONSTRUCTION	
PAY ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1	LS	$24,530.17	$24,530.17	$29,956.00	$29,956.00	$10,261.66	$10,261.66
2	BUILDING IMPROVEMENTS WWTP ADMIN BUILDING	1	LS	$7,341.86	$7,341.86	$4,706.00	$4,706.00	$5,612.47	$5,612.47
3	BUILDINNG IMPROVEMENTS WWTP UV BUILDING	1	LS	$18,382.72	$18,382.72	$13,608.00	$13,608.00	$8,011.56	$8,011.56
4	BUILDING IMPROVEMENTS KNIGHT RD LIFT STATION	1	LS	$18,986.81	$18,986.81	$24,753.00	$24,753.00	$13,027.61	$13,027.61
5	BUILDING IMPROVEMENTS 6TH AVENUE LIFT STATION	1	LS	$41,002.06	$41,002.06	$28,204.00	$28,204.00	$19,084.55	$19,084.55
6	BUILDING IMPROVEMENTS MAIN AVENUE LIFT STATION	1	LS	$30,893.68	$30,893.68	$31,923.00	$31,923.00	$27,506.68	$27,506.68
7	PEARSON PLAZA CONCRETE IMPROVEMENTS	4700	LS	$11.66	$54,802.00	$10.98	$51,606.00	$12.67	$59,549.00
	TOTAL BUILDING AND PEARSON PLAZA IMPROVEMENTS				**$195,939.30**		**$184,756.00**		**$143,053.53**

math error on Proposal Form

apparent low bidder

CITY OF ASHLAND WI BID TABULATION FOR 2020 BUILDING AND PEARSON PLAZA IMPROVEMENTS BIDS OPENED MARCH 19, 2020 @ 2:30 P.M. 2020 6th St E	RUOTSALA CONSTRUCTION	ANGELO LUPPINO	NASI CONSTRUCTION

CITY OF ASHLAND WI BID TABULATION FOR 2020 BUILDING AND PEARSON PLAZA IMPROVEMENTS BIDS OPENED MARCH 19, 2020 @ 2:30 P.M. 2020 6th St E	RUOTSALA CONSTRUCTION	ANGELO LUPPINO	NASI CONSTRUCTION

SUBJECT: **Approve to Reallocate Capital Improvement Plan (CIP) Funds from the Kreher Park Bathroom Project to the H. Pearson Plaza Repair Project *(Roll)***

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
Finance Director
City Administrator
Mayor

EXHIBITS: 1. Explanation of H. Pearson Plaza Repair Project

EXPENDITURES REQUIRED: Approximately $40,000.00

AMOUNT BUDGETED: $100,000.00 Allocated for Kreher Park Bathroom Project

$0 Allocated for H. Pearson Plaza Repair Project

APPROPRIATION REQUIRED: $40,000

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item conforms with Authentic Ashland 2035, the Waterfront Development Plan, and the Comprehensive Outdoor Recreation Plan.

SUMMARY STATEMENT:

Staff is seeking approval to used funds budgeted for renovating the Kreher RV Park bathroom to instead install stamped concrete at the H. Pearson Plaza Park.

During the June 18, 2018, storm the H. Pearson Plaza Park was damaged by excessive rainfall (see attached picture). FEMA is assisting with fixing the groundwork, but only for the amount of money it would cost to

reinstall the brick pavers. Staff have determined to use poured and stamped concrete for resiliency as concrete will hold up better than pavers if another rain storm event were to happen. Staff believes the stamped concrete will also be more accessible and more aesthetically pleasing than the pavers were.

The is a Federally funded public construction project, so the City will have to go through the Federal Procurement Requirements and seek bids for this project. By mid-summer, Council will have the opportunity to approve the contractor to do the project. This is something the Public Works staff are not able to do.

The Parks and Recreation Committee have approved the reallocation and are recommending Council approve Option B as shown on the attachment.

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:	March 24, 2020		
Owner:	City of Ashland	Owner's Project No.:	N/A
Engineer:	City of Ashland		
Project:	2020 Building & Pearson Plaza Improvements		
Contract Name:	2020 Building & Pearson Plaza Improvements		
Bidder:	Nasi Construction, LLC		
Bidder's Address:	700 Granite Street Hurley, WI 54534		

You are notified that Owner has accepted your Bid dated **March 19, 2020** for the above Contract, and that you are the Successful Bidder and will be recommended for award a of a Contract at the March 31 City Council meeting for:

General earthwork, replacement of concrete stoops, replacement of doors, masonry re-point and repair, painting of classified spaces, and installation of stamped concrete.

The Contract Price of the awarded Contract is **$143,053.53**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement will follow this Notice of Award, and the Contract Documents have been made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **one** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Ashland, WI**

By *(signature)*: John Butler 2020.03.24 14:39:10 -05'00'

Name *(printed)*: John Butler

Title: Public Works Director

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SUBJECT: **Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Ashland City Ordinance, and Award a Contract to Cedar Corporation for Construction Engineering Services for the Vaughn Avenue and 7th Street West Reconstruction and Utility Replacement Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES:
City Administrator
Finance Director
Public Works Director

EXHIBITS:
1. Cedar Corporation Professional Construction Engineering Services Proposal, January 31, 2020

EXPENDITURES REQUIRED:
$99,671.00 Fund 470
$36,383.49 Fund 680
$ 3,345.60 Fund 690
$139,400 Total

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: $139,400 as stated for expenditures required

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2020 that Cedar Corporation, 604 Wilson Ave, Menomonie, WI 54751 is in compliance with Ashland City ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

In April 2018, the Council approved a three-year agreement with Cedar Corporation for Engineering Services. The agreement established master terms and conditions, with specific engineering services and costs identified on a project by project basis.

At the January 28, 2020 meeting, the Council approved a professional services agreement with Cedar Corporation for engineering design on the Vaughn Ave and 7th St W Street Reconstruction and Utility

Replacement project.

The engineering design services were requested by the Public Works Department due to unexpected staffing changes in the Department. Cedar Corporation worked cooperatively with Public Works staff to successfully complete the project design and bid the project work early in the 2020 construction season. As evidenced by the timely completion of the design and the competitive pricing received from contractor's bids, Cedar Corporation has provided high quality services that have allowed the City to maintain the project schedule and successfully manage the available budget.

Due to Cedar Corporation's familiarity with the project design, experience of staff assigned to the project and need for dedicated oversight of the contractor completing the work, the Public Works Department is requesting Council approval to waive the advertisement requirement and enter into a contract with Cedar Corporation for construction engineering services for the project. The applicable portion of Chapter 194.04 Ashland City Ordinance is copied below. According to guidance from the League of Wisconsin Municipalities, contracts for engineering services are not subject to competitive bidding requirements.

The scope of the construction engineering services provided by Cedar Corporation will include surveying for construction layout/staking, contract administration, as-built record drawings and the provision of a full time (12 hr/day, 5 days/week, 16 weeks) representative responsible for construction observation and oversight during project construction.

The Public Works Department recommends waiving the advertisement requirements pursuant to Chapter 194.04 Ashland City Ordinance and entering into an agreement with Cedar Corporation for construction engineering services at a cost of $139,400.

Funding for the engineering services is supported by pro rated shares, based on the construction bids, from Fund 470 (Street Improvements), Fund 680 (Water Utility) and Fund 690 (Wastewater Utility). The budget from Fund 470 necessary to support the engineering services will include a reduction in funds available for the 2020 Mill & Overlay project, which will be bid out later this spring.

Ashland City Ordinances, Chapter 194 - Sec 194.04: 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.

Cedar corporation
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www.cedarcorp.com

January 31, 2020

John Butler, P.E., Public Works Director
City of Ashland
2020 6th Street East
Ashland, WI 54806

RE: Professional Construction Engineering Services Proposal
2020 Vaughn Avenue and 7th Street West Reconstruction Project
City of Ashland, WI

Dear Mr. Butler, Mayor Deb Lewis & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional construction engineering services related to Vaughn Avenue and 7th Street West Reconstruction Project in year 2020, City of Ashland, Wisconsin.

SCOPE OF PROJECT: The City of Ashland is requesting professional construction engineering services including staff/committee/council meetings, pre-construction meeting, construction staking and layout, construction observation, construction coordination and administration, and construction record drawings for 2020 Vaughn Avenue and 7th Street West Reconstruction Project.

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional construction engineering services for City of Ashland (hereinafter called "Client") with respect to the above Scope of Project related to the 2020 Vaughn Avenue and 7th Street West Reconstruction Project, City of Ashland, Wisconsin (hereinafter called "Project"). The Engineer will provide required professional services during the course of the Project as follows:

Construction Engineering:

- Conduct a pre-construction meeting with Client, contractor, sub-contractors, utility companies, etc.
- Provide one-time horizontal and vertical control staking and layout for construction, as needed. Engineer is not responsible for preservation of construction staking for the contractor, and any required re-staking due to contractor negligence will be performed at the expense of the contractor. Any required re-staking due to vandalism or severe weather will be discussed and negotiated with the Client.
- Provide full-time (12 Hours per Day) resident Project representative construction observation services during underground utility construction and periodic part-time hours as needed during other construction related work to observe contractor's work in conformance with plans, specifications and contract documents. The Engineer cannot guarantee the performance of, and shall have no responsibility for, the actions or omissions of any contractor, sub-contractor, supplier, vendor, or any other entity furnishing materials or performing any construction work on the Project. Provide Client copies of construction observation report documents.
- Provide construction coordination and administration services for the Project during construction. Oversee and coordinate construction activities, including private utility relocations, review and document construction quantities, review and process change orders and payment requests, meet with property owners and city staff when required. Attend and lead weekly on-site progress meeting with contractor and Client.

- The Client shall review and approve all contractor requested Work Directives or Change Orders for the Project as presented by the Engineer prior to the work being commenced by the contractor.
- Field data collection and topographic survey of completed street and utility construction, prepare and provide as-built construction record drawings to the Client in AutoCADD electronic and hard copy format upon completion.
- Attend required city staff, committee, council, and other governing agency meetings.

COMPENSATION: The Client agrees to pay the Engineer a Hourly Time and Materials "Not to Exceed" fee for professional construction engineering services for the Project in the amount listed below pursuant to the proposed services listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the Client on a time and material basis. The Engineer will provide the Client a written quote for any additional work at the Client's request. The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

Construction Estimate & 15% Contingency:	$1,590,000
Construction Engineering Fee:	
Construction Staking and Layout	$19,500
Construction Observation (16 weeks, 5 days/week, 12 hours/day)	$94,500
Construction Coordination and Administration	$8,500
Construction Record Drawings	$5,000
City Staff, Council & Committee Meetings	$0
Expenses (16 Weeks, 5 days/week)	$11,900
Total Construction Engineering Hourly Time & Materials "Not to Exceed" Fee	$139,400

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with copy of executed contract documents, input and comments during construction, resident questions and concerns, review and approve contractor payment application requests and change orders for city council approval, attend pre-construction conference, attend meetings on-site as needed, review and approve construction record drawings for the Project. .

DESIGN TIMELINE: The Engineer's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The following is the Engineer's proposed timeline for the Project.

TASK	COMPLETION DATE
City Council Bid Award	March 31, 2020
Notice of Award & Contract Documents	April 2020
Notice to Proceed & Pre-Construction Conference	May 2020
Commence Construction	May 2020
Substantial Complete Construction	August 2020
Final Complete Construction (Restoration)	September 2020

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, environmental investigations, boundary and property surveys, survey, certified survey map, subdivision plat map, easement documents, title search, land acquisition, street and highway right-of-way map, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, flood plain studies and determination, traffic impact analysis and report, soils related compaction and construction testing, construction materials install construction testing, re-staking and layout due to weather related damages/contractor negligence/vandalism, and historical site studies and

investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION

Russ Kivimemi, P.E.
Principal

Brian Chapman
Project Manager

Accepted this _____ day of _____, 2020

By: _____
Deb Lewis, Mayor
City of Ashland

_____
John Butler, P.E., Public Works Director
City of Ashland

_____
Denise Oliphant, Clerk
City of Ashland

_____
Barbara Clement, Comptroller
City of Ashland

SUBJECT: **Approve a Resolution to Ratify Emergency Declaration Issued by the Mayor on March 17, 2020 *(Mayor)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Administrator
City Attorney

EXHIBITS:
1. Proposed Resolution
2. Declaration of Emergency, March 17, 2020
3. Excerpt of Wisconsin State Statutes, 323.11, 323.14

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:

On March 17, 2020, the Mayor declared a Declaration of State of Emergency in the City of Ashland, under the authority of Wis. Stats. 323.14. Council is being to ratify the previous Proclamation issued by the Mayor and approve the proposed Resolution going forward.

RESOLUTION No. 17557

RESOLUTION OF RATIFICATION OF CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN DISASTER DECLARATION

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland, Wisconsin duly adopted the foregoing Resolution at a legal meeting of March 31, 2020.

Ratified by Resolution No. 17577 of the City of Ashland, Common Council on the 17th day of March 2020, by a vote of _____ for, ____ against.

This ratification is being done pursuant to Wis. Stat. §323.14(4)(b) and is an emergency declaration under Wis. Stat. § 323.11. This period of emergency is extended until terminated by the Common Council.

AND BE IT FURTHER RESOLVED that a copy of this Resolution may be forwarded to the Wisconsin Emergency Management (WEM), and any other necessary government agency, as an eligibility criteria for disaster assistance

_____
Councilperson

PASSED: March 31, 2020

ATTEST: _____ _____
Denise Oliphant, City Clerk Debra S. Lewis, Mayor

APPROVED AS TO FORM:

_____
Tyler Wickman, City Attorney

(2380)

Find yourself next to the water.

ASHLAND

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

DECLARATION OF STATE OF EMERGENCY

WHEREAS, on March 17, 2020 at approximately 1 p.m. a State of Emergency, namely COVID-19 Pandemic struck Ashland, Wisconsin; and

WHEREAS, because of emergency conditions, the Common Council is unable to meet with promptness; and

WHEREAS, pursuant to sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes it is necessary and expedient for the health, safety, welfare and good order of the municipality to proclaim that emergency conditions exit; and

WHEREAS, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern. The United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the entire United States to aid the nation's healthcare community in responding to the 2019 novel Coronavirus "COVID-19." COVID-19 is a contagious, and at times fatal, respiratory disease. The worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States, significantly affect the lives and health of our people, as well as the economy, and is a disaster that impacts the health, security, and safety of the public.

WHEREAS, the emergency has caused the municipality to expend, commit and exhaust its pertinent resources; and

WHEREAS, the municipality requests state assistance and advises the State of Wisconsin of our emergency conditions;

NOW, THEREFORE, pursuant to chapter 323.11 of the Wisconsin Statutes, as Chief Elected Official of Ashland, Wisconsin, I hereby declare a condition of State of Emergency and proclaim until March 31, 2020 at 5:30 p.m. or such earlier time as a quorum of the Common Council convenes:

__X__ Authorize emergency purchases of goods and materials
__X__ Authorize emergency purchases of services
__X__ Authorize hiring

Debra S. Lewis, Mayor

Wisconsin State Statute Excerpt

Ch. 323.11 & 323.14

323.11 Declaration by local government. The governing body of any local unit of government may declare, by ordinance or resolution, an emergency existing within the local unit of government whenever conditions arise by reason of a riot or civil commotion, a disaster, or an imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the local unit of government. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist.

323.14 Local government; duties and powers.

(1) ONGOING DUTIES.

(a)

1. Subject to subd. 3., each county board shall develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management under s. 323.13 (1) (b).

2. Each county board shall designate a head of emergency management. In counties having a county executive under s. 59.17, the county board shall designate the county executive or confirm his or her appointee as county head of emergency management. Notwithstanding sub. (2) (b), an individual may not simultaneously serve as the head of emergency management for 2 or more counties.

3. Each county board shall designate a committee of the board as a county emergency management committee. The chairperson of the county board shall designate the chairperson of the committee. In counties having a county executive under s. 59.17, the committee shall retain policy-making and rule-making powers in the establishment and development of county emergency management plans and programs.

(b)

1. The governing body of each city, village, or town shall develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management adopted under s. 323.13 (1) (b).

2. The governing body of each city, village, or town shall designate a head of emergency management services.

(2) ONGOING POWERS.

(a) The governing body of a local unit of government may appropriate funds and levy taxes for its emergency management program under sub. (1).

(b) Local units of government may cooperate under s. 66.0301 to furnish services, combine offices, and finance emergency management programs.

(c) Local units of government may contract for emergency management services with political subdivisions, agencies, and federally recognized American Indian tribes and bands of this state, and, upon prior approval of the adjutant general, with such entities in bordering states. A copy of each agreement shall be filed with the adjutant general within 10 days after execution of that agreement.

(3) DUTIES DURING AN EMERGENCY.

(a) If the governing body of a local unit of government declares an emergency under s. 323.11 and intends to make use of volunteer health care practitioners, as specified in s. 257.03, the governing body or its agent shall, as soon as possible, notify the department of health services of this intent.

(b) During a state of emergency declared by the governor, a local unit of government situated within the area to which the governor's executive order applies may employ personnel, facilities, and other resources consistent with the plan adopted under sub. (1) (a) 1. or (b) 1. to cope with the problems that resulted in the governor declaring the emergency. Nothing in this chapter prohibits local units of government from employing their personnel, facilities, and resources consistent with the plan adopted under sub. (1) (a)

1. or (b) 1. to cope with the problems of local disasters except where restrictions are imposed by federal regulations on property donated by the federal government.

(4) POWERS DURING AN EMERGENCY.

(a) The emergency power of the governing body conferred under s. 323.11 includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency and includes the power to bar, restrict, or remove all unnecessary traffic, both vehicular and pedestrian, from the highways, notwithstanding any provision of chs. 341 to 349.

(b) If, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, the chief executive officer or acting chief executive officer of any local unit of government shall exercise by proclamation all of the powers conferred upon the governing body under par. (a) or s. 323.11 that appear necessary and expedient. The proclamation shall be subject to ratification, alteration, modification, or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the prior validity of the proclamation.

SUBJECT: **Update, Discussion and Possible Action Regarding City Efforts to Address Pandemic, and Discussion of Communication Processes *(Mayor)***

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Administrator
City Clerk
Council President

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:

This item will allow an opportunity to discuss future possible actions to address the pandemic in the City of Ashland and to discuss and address any concerns about the Communication Processes in place between Administration and the City Council.

The Council President has drafted the following for discussion purposes as a proposed City Communications Policy:

The City of Ashland will strive to communicate timely, accurate, and complete information with the public to ensure that all members of the community have access to important information relevant to the community. Information will be shared via multiple platforms to obtain the broadest possible coverage. The members of the city council form a vital link between the government and citizens, and as such every effort will be made to provide timely, accurate, and complete information to council members so that they may aid in disseminating information to the broader public.

1. The City will utilize the official city website to make sure that information of importance to the public is easily accessible.
2. The City will establish an opt-in email list serve for the purpose of disseminating important information to the public.
3. The City will establish an official "City of Ashland" presence on social media (including FB or other platforms).
4. The City will generate press releases and post all press releases on the website.
5. Any announcements, updates, press releases or other important information that is communicated to the public through social media, print media, website updates or other means will simultaneously be communicated with the city council.