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April 21, 2020 City Council Meeting - Reorganizational Meeting
Tue, Apr 21, 2020 5:30 PM - 8:30 PM (CDT)

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ASHLAND CITY COUNCIL MEETING
Tuesday, April 21, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. **CALL TO ORDER**
   - **A. Elected Councilors Oath of Office**
   - **B. Roll Call, Moment of Silence and Pledge of Allegiance**
2. **ELECTION OF COUNCIL PRESIDENT**
   - **A. Acceptance of Nominations from the Floor**
   - **B. Close Nominations**
   - **C. Vote by Secret Ballot**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
   - **A. Minutes of the March 31, 2020 City Council Meeting**
5. **CITIZEN PARTICIPATION PERIOD**
6. **MAYOR'S REPORT**

A. **Announcements**

B. **Appointments**

7. **CONSENT AGENDA**

   A. **Approve Moment of Silence or Invocation as Required by Chapter 51.06, Ashland City Ordinances** *(Mayor)*

   B. **Reaffirmation of Resolution 16549 Accepting the Nine Tools of Civility and Communication Concerning Conduct of Council and Committee of the Whole** *(Mayor)*

   C. **Approve to Accept Grant from Wisconsin Department of Justice for Assistance with Drug Trafficking for the Ashland Police Department** *(Police Department)*

   D. **Miscellaneous Minutes**

8. **NEW BUSINESS**

   A. **Approve a Resolution Authorizing the Issuance and Sale of a $6,665,000 General Obligation Promissory Note, Series 2020C to Fund Capital Projects and Equipment** *(Finance)* Roll

   B. **Approve a Resolution to Accept the Recommendation of the City of Ashland Revolving Loan Fund ("RLF") Committee to Lower Interest Rates to 0% and Defer Interest for Three (3) Months, beginning April 1, 2020, on All City RLF Loans** *(Mayor)* Roll

   C. **Approve to Accept a Grant from the Wisconsin Coastal Management Program for $150,000 for the Ashland Ore Dock Redevelopment Phase 1: Diamond Access** *(Parks and Recreation)* Roll

   D. **Approve a Resolution to Accept the Workmanship of Northwoods Paving Company and Approve Final Payment for the 2019 Road Resurfacing Project** *(Public Works)* Roll

   E. **Approve to Award Contract to Endresen Sound Company Inc for the Bretting Community Center Fire Alarm System Upgrade Project** *(Public Works)* Roll

   F. **Approve to Accept a Grant and Enter into a Project Partnership Agreement with the US Army Corp of Engineers for the City of Ashland New Water Intake Project** *(Public Works)* Roll

   G. **Approve the Purchase of a New Fire Engine for the Ashland Fire Department** *(Fire Department)* Roll

9. **ADJOURNMENT**

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

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

MEETING WILL BE HELD VIA GO-TO MEETING

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ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, March 31, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, March 31, 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. via GoTo Meeting.

A. Roll Call, Moment of Silence, 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, Ana Tochterman, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None.

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

2. APPROVAL OF AGENDA

Lewis recommended to remove Agenda Item 6E as it was not completed. Haas moved, seconded by Moore to approve the amended agenda. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. March 10, 2020 City Council and Committee of the Whole Meeting Minutes

Whitebird moved, seconded by Haas to approve the minutes of the March 10, 2020 City Council and Committee of the Whole Meetings. The motion passed unanimously by roll call vote.

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

The Mayor thanked staff and the community for their hard work during this declared emergency. The Election will continue on April 7th and she noted that those who would like to absentee vote to contact the Clerk's office. Finally, she reminded all to complete and return their Census surveys.

B. City Administrator Report

Kucera has been sending out Situation Reports to Council and staff twice weekly while the City is on emergent shut down to keep all up to date. As of today, there was been one confirmed case of COVID-19 in Ashland County.

C. Council President's Report

Ullman noted her appreciation to Kucera for his experience in dealing with this grade of pandemic. She also mentioned the importance of replying to the Census.

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

Franek moved, seconded by Ortman to approve the Consent Agenda. The motion passed unanimously by roll call vote.

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

This item was removed from the agenda.

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

Sean Lentz was available by phone, as well as Finance Director Julie Vaillancourt for presentation and questions.
Ullman moved, seconded by Whitebird to approve the Debt Issuance Plan as presented. The motion passed unanimously by roll call vote.

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

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

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

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

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

Pufall moved, seconded by Moore to approve . The motion passed 7-4 by roll call vote; opposed were Ortman, MacKenzie, Ullman and Tochterman.

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

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

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

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

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

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

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

Haas moved, seconded by Wahsayah Whitebird to approve the contract. The motion passed unanimously by roll call vote.

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

Ullman offered a friendly amendment to the Resolution to help clarify some verbiage; MacKenzie seconded. This motion passed unanimously by voice vote.
Whitebird moved, seconded by Pufall to approve the amended resolution. The motion passed unanimously by roll call vote.

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

Discussion only.

8. ADJOURNMENT

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

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS:

1. Appointments
2. Volunteer Forms, redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Council is being asked to approve appointments and reappointments being recommended by the Mayor.

The List and relative forms will be provided to the Council before the April 21, 2020 Meeting for review.

1-year APPOINTMENTS FOR COUNCIL REPRESENTATIVES FOR CITY OF ASHLAND COMMITTEES 4/21/20

COMMITTEE	**COUNCIL REPRESENTATIVE**
Disabled Parking Enforcement Committee	Waysayah Whitebird
Economic Development/Revolving Loan Fund Board	Charlie Ortman
Harbor Commission	Dick Pufall
Historic Preservation Committee	Liz Franek
Housing Committee	Ana Tochterman
Ashland Housing Authority	Liz Franek
Library Board	Sarah Jackson
Ore Dock Board of Trustees	Holly George (Council Rep)
	Dick Pufall (Harbor C. Rep)
Parks and Rec Commission	Kevin Haas (Council Rep.)
	Sarah Jackson (Tree Board Rep)
Plan Commission	Matt McKenzie
Public Works Committee	Jackie Moore
Sustainability Committee	Kate Ullman
Board of Zoning Appeals	Holly George

Other Appointments:

Plan Commission

David Mettille, re-appointment, Term expires:	April 30, 2023
Katie Gellately, re-appointment, Term expires:	April 30, 2023

Historic Preservation

Jeff Muse, re-appointment, Term expires:	April 20, 2023

OFFER TO VOLUNTEER FORM

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

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

Historic Preservation Commission

Brief statement of education and training:

I attended Ashland schools (Parochial and Public) and have a Bachelor of Art from Northland College in English Education. I am dedicated to thefine arts and have been involved with Northland Alumni and Chequamegon Theratre Assoc.

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

While I am currently the Executive Director of Northwest Wisconsin CEP, I have extensive experience working with non-profits and the Tribes (member of Bad River). I am on the Board of Directors for New Day Shelter, the Brick, Chequamegon Bay Area Community Fund, Wisconsin Employment and Training Association and Wisconsin Public Radio Assocation. I also Chair the St Agnes Cemetery Association. I have a genuine love for this community and celebrate our rich culture and our diverse heritage. Ashland is my home and will always be my source of pride.

Individual References or Referred by (include phone #):

Ed Monroe, Tom Potterton, (President of New Day Board)

Gail Fox Anderson,

Contact Information: Jeffery Muse
Name (Print) Phone Number

701 Willis Avenue, Ashland, WI 54806
Address

Email: 6/27/17
Date

(Clerk2014 Directory: Offer to Volunteer Form)

OFFER TO VOLUNTEER FORM

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

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

Demolition Committee, Tree Commission, PW Committee, Plan Commission, Board of Review

Brief statement of education and training:

High school: James B. Conant High (Hoffman Estates, IL)
MSOE (Milwaukee) Shorewest Real Estate Institute (Brookfield, WI)

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

I've lived in Wisconsin for over ten years, having come here from Illinois for college. A former self-employed Realtor, I now work in fundraising at Northland College. I have a keen interest in historical property as well as new community growth. I'm a current PFLAG volunteer.

Individual References or Referred by (include phone #):

JACKIE MOORE:

MARY ASBACH:

Contact Information: DAVID METTILLE
Name (Print) Phone Number

608 CHAPPLE AVENUE
Address

Email: 12.4.14
Date

(Clerk2014 Directory: Offer to Volunteer Form)

Katie Gellatly

OFFER TO VOLUNTEER FORM

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

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

Planning Commission

Brief statement of education and training:

BA from UW Stevens Point Organization Communication and Spanish. Some graduate MBA work.

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

I was born in Ashland and my immediate family is still here. I moved back in 2001. My husband and I own a small business/s and I love being connected to the community as a business owner. I previously had a career in the non-profit sector; mostly recently with the Duluth Superior Area Community Foundation as the Director of Community Philanthropy. I reviewed grant applications, programs and organizations for funding. I currently serve on the Ashland Foundation Board and the Business on Stage committee to promote entrepreneurship. We have a three year old daughter and love to hike, camp, paddle and travel. I've travelled abroad while in college and continue to travel as much as I can. When I have some spare time I love to cook and garden.

Individual References or Referred by (include phone #):

Referred by Deb Lewis
References Scottie Sandstrom
Mari Kay Nabozny

Contact Information: Katie Gellatly — Name (Print)

home — cell — Phone Number

63455 Sanford Road Ashland, WI5 4806 — Address

Email:

2.28.17 — Date

(Forms Directory: Volunteer Form)

SUBJECT: **Approve Moment of Silence or Invocation as Required by Chapter 51.06, Ashland City Ordinances *(Mayor)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:

1. Chapter51 City Council Procedure.

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:

Codification Ordinance 51 outlines the procedure for roll call as follows: "After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and the Pledge of Allegiance."

The Council is being asked to consider if a Moment of Silence or Invocation shall follow roll call at its Reorganizational meeting.

51.06. *Roll Call and Opening Business (Effective May 1, 2015). After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and the Pledge of Allegiance.*

CHAPTER 51. CITY COUNCIL PROCEDURE.

51.01. Statutory Procedures. Any conflict between the procedures set forth in Secs. 62.11(1) – (4), Wisconsin Statutes, and this Ordinance shall be resolved in favor of the statutory procedures unless the statute authorizes the City to deviate from those procedures, in which case the procedures set forth in this Ordinance shall control.

51.02. Applicability. Except as specifically provided herein, these procedures apply to meetings of the Common Council and not to meetings of the Committee of the Whole.

51.03. Meetings, Time, Date and Notice.

(a) Regular meetings of the City Council and Committee of the Whole shall be held on the dates and times determined by Resolution passed by the City Council. If circumstances require a change in regular meeting date, the Mayor shall notify the Council members, the media and general public in writing at least seven days prior to the regularly scheduled meeting date except in exigent circumstances. All meetings of the City Council, and all meetings of any standing or ad hoc committee of the Council, shall be held in compliance with the Wisconsin open meeting law.

(b) Following the spring election of each year, the Common Council shall meet on the third Tuesday of April for the purpose of organization. The Council President shall be selected by a majority vote of the Council members at the annual Reorganizational meeting.

(c) If any meeting date, as fixed by par. (1), falls on a legal holiday, the meeting shall instead be held on the first business day after the holiday at the same hour and place.

(d) No meeting of the Council, the Committee of the Whole, or a combination of the two held on the same day shall exceed three hours in length. At such time as the three hour mark is reached, the presiding officer shall take a vote of the body to determine if the body wishes to continue beyond the three hour mark in order to complete action on the matter then on the floor, or to take up specific items later on the agenda. A majority vote shall be required to continue the meeting. No matter not on the floor at that time may be taken up after the three hour mark is reached except as approved by such a vote or except for adjournment or except for a matter which, because of legal requirements, must be acted on before the next meeting of the Council.

51.04. Special Meetings.

(a) Who may call. Special meetings of the Council may be called by the Mayor or Council President and special meetings of the Committee of the Whole may be called by the Council President.

(b) Notice of special meetings.

(1) For the purpose of scheduling a special meeting, the City Clerk shall attempt to

determine availability of members by notifying each member of the time and purpose of such meeting. If a quorum is likely, a copy of the notice will be delivered personally to the member or left at the member's residence at least six hours prior to the meeting. If a quorum is not likely, the Mayor or Council President will specify an alternate date to be held as quickly as possible and the Clerk shall provide notification to all Council members.

(2) Public notice shall be given in accordance with sec. 19.84, Wisconsin Statutes.

51.05. Calling the Meeting to Order; Who is to Preside.

(a) The Mayor shall preside and call meetings of the Common Council to order. If the Mayor is absent, the President of the Council shall preside. If the President of the Council is absent, the senior member of the Council present (based on the length of continuous unbroken service) shall preside until the Council, by motion, selects an acting president for that meeting.

(b) At Committee of the Whole meetings, the Council President shall preside and call the meeting to order. If the Council President is absent, the Mayor shall preside. If the Mayor is absent, the senior member of the Council present (based on the length of continuous unbroken service) shall preside.

(c) In the absence of the Clerk, the Deputy Clerk shall act as Clerk for the meeting. In the absence of the Deputy Clerk, the Mayor or Council President shall appoint a Clerk for that meeting.

(d) The presiding officer shall make all procedural rulings regarding the conduct of the meeting. Any procedural ruling by the presiding officer may be appealed to the Council or Committee of the Whole, by motion and second, and may be reversed by a majority vote.

51.06. Roll Call and Opening Business (Effective May 1, 2015). After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and the Pledge of Allegiance.

51.07. Call of the House.

(a) Any member may request, by motion, a call of the house in the presence or absence of a quorum, and thereby require absent members to be sent for. Such a motion is in order at any time, except when the Council is engaged in voting. The motion shall be decided by an affirmative vote of a majority of all members present.

(b) While the City Council is under call and a quorum is present, business may be transacted as if there were no call. If a quorum is not present, then the Council may either wait for the arrival of absent members to form a quorum or may adjourn.

(c) When the attendance of absent members is secured, each member shall have the opportunity to explain his or her absence; however, such explanation will not be mandatory.

51.08. Approval of Minutes and Agenda. A copy of the minutes of the last meeting shall be submitted by the Clerk for review by all members and any mistakes therein corrected on the Council floor. The proposed agenda with any revisions must be approved by majority vote of Council or Committee of the Whole prior to conducting any business. No business may be added to the agenda that was not given public notice prior to the meeting.

51.09. Order of Business. At all regular meetings, the following order shall be observed, unless otherwise provided in the approved agenda. The order of business may be changed by a majority of the Common Council during the approval of the agenda. No business may be taken up out of order except by majority consent.

(a) Call to order.

(b) Roll Call, Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and Pledge of Allegiance.

(c) Approval of the Agenda.

(d) Approval of previous Council meeting minutes.

(e) Citizen Participation Period.

(f) Mayor's Report, Announcements and Appointments.

(g) Consent Agenda to include reports or minutes of Committees, Commissions, Boards, and items unanimously approved by Committee of the Whole.

(h) Other business.

(i) Listing of topics, without discussion, for future agendas.

(j) Adjournment.

51.10. Introduction of Business.

(a) (1) All items for Council consideration shall be in writing accompanied by such explanatory materials as appropriate, together with the name of the authors presenting the same and shall be delivered to the Clerk. (2) All items for Committee of the Whole consideration shall be prepared as follows: Councilors will create and write an agenda bill using an agenda bill form template which shall be reviewed by the Council President and the Clerk for formatting before adding it to the Committee of the Whole agenda. The Clerk will create a final version of the agenda bill in the appropriate format. If the item is approved by a majority of the Common

Council at the Committee of the Whole, the writing of the agenda bill would then be directed to the appropriate Committee or staff member, or to the Councilor if he/she desires to be responsible for writing the agenda bill. The Councilor would receive assistance from the appropriate staff member(s) in the preparation of the agenda bill. The agenda bill would then be placed on a future Committee of the Whole or Council agenda following the guidelines in Ordinance 51.

(b) Except as provided in this section, no business shall be placed on a Council or Committee of the Whole agenda without an identification of its origin. Any proposal denied by the Committee of the Whole, or other Committee, Commission or Board may be re-introduced to the City Council, if the City Council has the statutory power to override the denial.

(c) Before an ordinance or resolution is introduced, a copy shall be filed in the office of the City Clerk by 9:00 a.m. on the Tuesday preceding the meeting at which it is to be introduced. The Council may waive this requirement.

(d) No ordinance or resolution, having once been defeated, may again be introduced in the same or in substantially similar form, sooner than ninety (90) days from the date when such ordinance or resolution was defeated.

(e) Routine housekeeping or emergency measures may be placed on the agenda at the Clerk's discretion without referral to committee.

(f) A committee shall take action on any matter referred to it within a period of 60 days unless this time is extended by vote of the Council or approved by the Mayor.

51.11. Presiding Officer to Preserve Order – Council and Committee of the Whole Meetings.

(a) The presiding officer at a Council or Committee of the Whole meeting shall preserve decorum and ensure that order and civility is maintained throughout the meeting. If a member or visitor does not follow the Council's rules, the presiding officer may, on his or her own motion, or may, at any member's request, call the offending member or visitor to order. The Council, if appealed to by a member, shall decide the matter.

(b) Members of the Council also share in the responsibility of ensuring that proper conduct and civility is maintained at all times. A point of order is in order at any time. Prior recognition by the presiding officer is not required.

(c) When an offending member or visitor is called to order, that person shall immediately be silent and await the decision of the presiding officer. If action is not taken by the presiding officer or enforced by the presiding officer, appeal may be made by a member to the Council. Any visitor continuing to violate the rules may be expelled by order of the presiding officer from the room or building where the Council or Committee of the Whole is meeting, subject to appeal by a Council member and final decision by the Council or Committee of the Whole. Any member of the Council continuing to violate the rules may be expelled by order of the Council or Committee of the Whole from the room or building where the Council or Committee of the Whole is meeting. No Council member who has been expelled from a meeting shall receive any pay from the City for attendance at that meeting.

51.12. Addressing the Council or Committee of the Whole.

(a) No member shall address the Council or Committee of the Whole until recognized by the presiding officer. All comments shall be addressed to the presiding officer. When two or more members simultaneously seek recognition, the presiding officer shall name the member who is to speak first. Each member has a right to speak on each issue unless the question has been called.

(b) After a motion has been made and seconded, the member who made the motion shall have first priority to speak to the motion and shall be called on by the presiding officer to do so. The presiding officer shall recognize members and determine the order in which they shall speak. A member who has not yet spoken to an issue may be given priority over another member who has already spoken to the issue. Otherwise, the presiding officer shall generally recognize members in the order of their requests and shall name each member who is to speak.

51.13. Public Participation: Citizen Participation Period.

(a) The following are the rules that apply to citizen comment during the public participation period, and shall be read aloud by the Clerk before each public participation period:

(1) Citizens may speak during the Citizen Participation Period.

(2) Audience members may speak outside of the Citizen Participation Period only by approval of a majority of the Council. If you wish to speak outside of the Citizen Participation Period, please raise your hand and wait for the presiding officer to recognize you.

(3) Citizens will be allowed to speak for 3 minutes.

(4) Speakers will refrain from profanity and use of derogatory, accusatory, or inflammatory remarks.

(5) All citizens are entitled to advance notice of topics that will be discussed at Council and Committee of the Whole meetings. Therefore, Councilors and staff members will not respond to citizen comments during the meeting. They will only listen. The Council or Committee of the Whole, as allowed by the Presiding Officer (that is, the Mayor or the Council President) may address the matter by putting it on a future agenda for discussion or by providing for some other kind of follow-up.

(6) The Council may not take action on any matter not on the agenda.

(7) Any citizen wishing to present written materials to the Council shall leave them at a place designated by the presiding officer.

(b) If the presiding officer decides that a citizen's comments are not relevant or are derogatory, accusatory, or inflammatory, or that the citizen has spoken beyond the time allotted, the presiding officer may, subject to appeal to the Council by a Council member, do any of the following:

(1) Order the citizen to modify his or her comments;

(2) Order the citizen to refrain from speaking;

(3) Order the citizen to leave the Council Chambers; or

(4) Take such other steps as may be necessary to ensure the efficient conduct of the Council's business.

51.14. Public Participation: Public Hearings. In conducting a public hearing, the Council or Committee of the Whole shall allow all interested parties an opportunity to speak on the subject matter of the hearing. Each speaker shall have a time limit of five minutes to address the Council or Committee of the Whole unless modified by majority vote.

51.15. Public Participation: Other. Citizens may be allowed to speak at times other than the Citizen Participation Period upon approval by a majority vote of the Council or Committee of the Whole. Speakers shall be limited to three minutes. All limitations on citizen comment set forth in sec. 51.13 apply to comments made during other times of the meeting.

51.16. No Persons Allowed on Council Floor Except Members of the Council. No persons except members and officers of the Council shall be allowed to come to the Council floor during the session of the Council or Committee of the Whole without the permission of the presiding officer or a recommendation of any Council member and approval by a majority vote of the Council.

51.17. Motions – Council and Committee of the Whole. Once a motion has been made and seconded, but before its final reading by the Clerk as provided below, the motion or the second may be withdrawn, and by mutual assent of the maker and the seconder of the motion, the motion may be amended. Upon request of the presiding officer or of any member, the motion shall be read again by the Clerk prior to the vote. The Clerk shall announce the result of the vote upon its conclusion.

51.18. Motion to Adjourn – Council and Committee of the Whole. A motion to adjourn shall always be in order, unless the Council or Committee of the Whole is engaged in voting, and shall be decided without debate. The member must be recognized by the presiding officer before the motion can be made.

51.19. Calling the Previous Question– Council and Committee of the Whole. Upon motion and second to call the question, the Council or Committee of the Whole by a majority vote may terminate debate on any question. A motion to call the previous question shall be voted on without debate.

51.20. Form of Question – Council and Committee of the Whole. The call for the vote shall be stated substantially as follows:

(a) If a voice vote: All those in favor of ... signify by saying 'yes', those opposed, 'no.'

(b) If a roll call vote: All those in favor of ... signify by saying 'yes', those opposed, 'no' and the Clerk will call the roll.

51.21. Taking and Recording the Vote. The votes for and against shall be taken and recorded upon any motion, resolution, or ordinance before the Council or Committee of the Whole, or upon any other question at the request of the Mayor or any Council members. While a roll call is in progress, the members shall vote from their seats, and no member may explain a vote during the roll call.

51.22. Roll Calls to be in Continuous Rotation. On roll call votes at Council and Committee of the Whole meetings, the Clerk shall progress one (1) name on the Council roster beginning each meeting when beginning each roll call vote.

51.23. Voting.

(a) <u>Majority Vote</u> All motions, resolutions, and ordinances shall be passed by an affirmative vote of a majority of all the members of the Common Council or Committee of the Whole present unless an extraordinary vote is required by law. In all cases, a majority of the votes cast shall be necessary for Council action, provided a quorum has voted.

(b) <u>Tie Vote</u> The Mayor shall not vote except in the case of a tie. When the Mayor does vote in the case of a tie, his or her vote shall be counted in determining whether a sufficient number of the Council or Committee of the Whole has voted favorably or unfavorably on the measure.

(c) <u>Abstentions – Council and Committee of the Whole.</u>

(1) A Council member shall not vote on any proposed motion, resolution, or ordinance in which he or she has a direct pecuniary or personal interest not common to other members of the Council.

(2) A Council member who is required by law to abstain from voting on any particular matter shall not be counted as present for purposes of determining whether a quorum exists for the vote or whether a sufficient number of Council members have voted in favor of the matter for it to be approved.

(d) Vote Changes – Council and Committee of the Whole. A Council member may not change a vote once the vote is cast.

51.24. Motions to Reconsider and Rescind.

(a) Motion to reconsider. Except for those motions which under parliamentary procedure are not subject to reconsideration, it shall be in order for any member who voted in the majority to move a reconsideration of such vote at the same or next succeeding regular meeting of the Council (if the action to be reconsidered was taken at a Council meeting) or at the same or next succeeding regular meeting of the Committee of the Whole (if the action to be reconsidered was taken at a meeting of the Committee of the Whole). A motion to reconsider having been lost shall not be again in order.

(b) Motion to rescind. A motion to rescind may be made by any member at any time, if a motion to reconsider is no longer procedurally available, except when something has been done as a result of the vote that the Council cannot undo, such as when a contract has been entered into with a third party based on the vote. A motion to rescind is the same as a motion to amend, with the effect of the motion, if approved, being the deletion of the entire previous act which is the subject of the motion.

51.25. Rules to Govern Council and Committee of the Whole. In the absence of a standing rule, the Council and Committee of the Whole shall be governed by the most current version of Robert's Rules of Order kept on file in the City Clerk's office. The most current version of the League of Municipality Handbook kept on file in the City Clerk's office shall be used to determine rules of order when an item is ambiguous or Robert's Rules of Order are unclear.

51.26. Committee of the Whole.

(a) The City Council may meet as a Committee of the Whole following the conclusion of each Regular Council meeting. The President of the Council shall preside over the Committee of the Whole meeting and call the meeting to order. The Committee of the Whole shall consider items proposed for action and make recommendations for following Council agendas. All items must receive favorable recommendation by the Committee of the Whole prior to placement on the Council agenda except as provided in subsection (b), below.

(b) The following matters may be placed on a Council agenda without first receiving recommendation from the Committee of the Whole:

(1) Recommendations of the City Attorney relating to accounts and claims.

(2) Recommendations and advice of the City Attorney relating to litigation in which the City is or is going to become involved.

(3) Changes to ordinances and resolutions which may be mandated by state or federal law.

(4) Changes to ordinances and resolutions which may be required by the adoption of the annual City Budget.

(5) Petitions for direct legislation pursuant to the provisions of sec. 9.20, Wis. Stats.

(6) Ordinances and resolutions necessary to implement Public Works projects previously approved in the annual City Budget.

(7) Changes to ordinances and resolutions which are intended to correct errors, omissions or inconsistencies therein.

(8) Items which require action in a timely manner as declared by the Clerk or Mayor.

51.27. Appointment of Special Committees. All special committees of the Council shall be appointed by the Mayor and confirmed by the Council unless otherwise directed by the Council, and all special subcommittees of the Committee of the Whole shall be appointed by the Council President and confirmed by the Committee, unless otherwise directed by the Committee.

51.28. Council and Committee of the Whole Agenda Preparation.

(a) A proposed agenda, together with relevant materials and communications, shall be prepared by the City Clerk and delivered to the Mayor and Council members not later than 3 business days prior to a regular Council or Committee of the Whole meeting. A similar agenda shall be prepared and delivered for special meetings of the Council, time permitting. No item may be acted on by the Council unless it is included in the proposed agenda. The proposed agenda for a Council meeting shall be prepared at the direction of the Mayor. The proposed agenda for a Committee of the Whole meeting shall be prepared at the direction of the Council President. Prior to the time established by this section for the preparation of the agenda, the Mayor and Council President shall confer for the purpose of coordinating the Council and Committee of the Whole agendas, taking into account the nature and number of the items of business to be considered at the meetings, and any other considerations deemed relevant by them.

(b) The proposed agenda with supporting documentation shall be available at the City Clerk's office for public inspection and copying two business days prior to a regular Council or Committee of the Whole meeting. The agenda and materials for a special Council meeting shall be available as soon as prepared and assembled by the City Clerk.

(c) The City Clerk shall, upon request, make copies of the agenda and accompanying material available for distribution and may make a charge therefor sufficient to recover copy expenses (as provided for in Codification Ordinance 165 - Comprehensive Fee Schedule), provided one copy shall be made available without charge to each recognized news organization serving the City.

(d) Additions to or deletions from the proposed agenda may be made by the City Clerk and by other City officers upon request or approval of the Mayor, until 12:00 noon of the day of the

Council or Committee of the Whole meeting. At such time, the City Clerk shall prepare a set of materials, to include materials not previously delivered, for the Mayor and each member of the Council, which shall be available in the Clerk's office until 4:00 p.m. the day of the Council meeting and available at the meeting place of the Council or Committee of the Whole one-half hour prior to the time scheduled for convening the meeting.

51.29. Consent Agenda.

(a) The City Clerk, subject to approval of the Mayor, shall place on the Consent Agenda items which in the Clerk's judgment are routine and noncontroversial and require no special vote or action by the Council. An item on the Consent Agenda may be removed by motion, second, and majority vote of the Council. Such motion shall be in order either at the time of the approval of the agenda or at the time of the consideration of the Consent Agenda. Any item or part thereof removed from the Consent Agenda by action of the Council shall be separately considered at the appropriate time in the Council's regular order of business. Any items approved unanimously at a Committee of the Whole meeting will be placed on the Consent Agenda. Any item that requires more than a simple majority of the Council members in attendance to approve shall not be placed on the Consent Agenda.

(b) No separate discussion or debate on matters included in the Consent Agenda shall be permitted. A single motion, seconded and adopted by majority vote of the Council shall be sufficient to approve, adopt, enact or otherwise favorably resolve any matter listed on the Consent Agenda without separate reading or discussion thereof.

51.30. Severability. The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

51.31. Suspension of Rules. These rules or any part of them may be suspended by the Council or Committee of the Whole in connection with any matter under consideration by a vote of two-thirds (2/3) of the members present.

51.32. Amending rules. By a recorded vote of two-thirds (2/3) of all the members of the Council, these rules or any part of them may be amended.

51.33. Effective Date. This ordinance shall take effect upon passage and publication except as indicated in sec. 51.06 in the text of the amendment.

ADOPTED: 51 (1814) 8/27/2013

AMENDMENTS: 51 (2015-1847) 8/11/2015; 51 (2016-1875) 7/12/2016
51 (2017-1896) 8/29/2017

SUBJECT: **Reaffirmation of Resolution 16549 Accepting the Nine Tools of Civility and Communication Concerning Conduct of Council and Committee of the Whole *(Mayor)***

RECOMMENDATION: Discussion and Action to Reaffirm

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:

1. Resolution 16549 - Nine Tools of Civility
2. Addendum to Resolution 16549

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Reorganization Meeting represents a fresh start and is an opportune time to refresh everyone's memory of Resolution 16549, Accepting the Nine Tools of Civility originally enacted in 2008.

RESOLUTION No. 16549

RESOLUTION ACCEPTING THE NINE TOOLS OF CIVILITY

Whereas, the residents of Ashland place a high value of respect and civility in their lives and they understand that their characteristics are essential to any healthy community, and;

Whereas, the Ashland City Council supports opportunities for civil discourse and discussion in the community, and;

Whereas, the Ashland City Council addresses sometimes controversial issues about which people often feel passionately-which at times leads to uncivil behavior, and;

Whereas, an atmosphere of incivility and disrespect can have a damaging effect on the proceedings, on the quality of debate, and on the practice of democracy itself.

Therefore, Be It Resolved, that the Ashland City Council recognizes nine tools of civility that will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our community. These tools include:

1. <u>Pay Attention</u>. Be aware and attend to the world and the people around you.

2. <u>Listen</u>. Focus on others in order to better understand their points of view.

3. <u>Be Inclusive</u>. Welcome all groups of citizens working for the greater good of the community.

4. <u>Don't Gossip</u>. And don't accept when others choose to do so.

5. <u>Show Respect</u>. Honor other people and their opinions, especially in the midst of a disagreement.

6. <u>Be Agreeable</u>. Look for opportunities to agree; don't contradict just to do so.

7. <u>Apologize</u>. Be sincere and repair damaged relationships.

8. <u>Give Constructive Criticism</u>. When disagreeing, stick to the issues and don't make a personal attack.

9. <u>Take Responsibility</u>. Don't shift responsibility and blame onto others; share disagreements publicly.

RESOLUTION No. 16549

Be it further resolved, that the Ashland City Council shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

Councilperson

PASSED: June 10, 2008

ATTEST: Rae M. Buckwheat

Rae M. Buckwheat, City Clerk

Edward E. Monroe

Edward E. Monroe, Mayor

APPROVED AS TO FORM:

Scott W. Clark, City Attorney

ADDENDUM TO RESOLUTION ACCEPTING THE NINE TOOLS OF CIVILITY

NO. 16549

Be it further resolved, that the Mayor and Ashland City Council, newly organized on April 21, 2020, hereby ratify the original action taken on June 10, 2008 and shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

Passed: April 21, 2020

______________________________	______________________________
Holly George, Ward 1	Wahsayah Whitebird, Ward 6
______________________________	______________________________
Matthew MacKenzie, Ward 2	Kevin Haas, Ward 7
______________________________	______________________________
Sarah Jackson, Ward 3	Charles Ortman, Ward 8
______________________________	______________________________
Kate Ullman, Ward 4	Elizabeth Franek, Ward 9
______________________________	______________________________
Ana Tochterman, Ward 5	Dick Pufall, Ward 10
______________________________	
Jackie Moore, Ward 11	

ATTEST:

______________________________	______________________________
Denise Oliphant, City Clerk	Debra S. Lewis, Mayor

SUBJECT: **Approve to Accept Grant from Wisconsin Department of Justice for Assistance with Drug Trafficking for the Ashland Police Department *(Police Department)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: Ashland Police Chief
Mayor

EXHIBITS:

EXPENDITURES REQUIRED: $24,849.00

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: No match required.

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

On March 10, 2020, Police Chief Jim Gregoire requested and received Council approval to apply for a Wisconsin Department of Justice Drug Trafficking Response Grant for the amount of $24,849.00. There is no required match for these funds.

The Ashland Police Department received verbal confirmation of approval of this grant request, although no formal paperwork has been yet made available. The funds from this grant will be used by the Ashland Police Department to purchase surveillance, monitoring, apprehension and other investigative equipment specifically for the use of drug trafficking investigations.

The equipment included in this grant will allow the investigative unit to actively and effectively monitor criminal activity in order to build prosecutable cases. Proper equipment will allow for effective investigations and provide the tools needed to conduct multiple investigations simultaneously. Effective investigations allow for a rapid and thorough response for prosecution of drug trafficking crimes, which in turn will combat the flow of illegal narcotics into the community. This will provide for a safer and cleaner community for the residents of Ashland by lowing related people/property crimes and associated violence.

Council is requested to approve acceptance of the funds made available through the Wisconsin Department of Justice for assistance of local drug trafficking investigation.

ASHLAND BEAUTIFICATION COUNCIL
MEETING AGENDA

Monday, February 3rd, 2020
6:00 PM
Vaughn Public Library Meeting Room, Ashland, WI

1. **Roll Call**

Roll Call	Volunteer hours
David Askue	1
Shawna Johnson	2
Donna Lanni	absent
Elaine Peterson	1
Layne Richardson	1
Penny Rutyna	2
Kay Saari	1
Jeanne Spruell	1
Mary Zinnecker	2

2. **Approval of November 4th, 2019 Meeting Minutes**
   Motion: Kay Second: Penny Vote: Aye
3. **Administrative:**
   Log Volunteer Hours
   Treasurer's Report: 2020 ABC budget of $2000 was approved by city council.

4. **Old Business:**
   Review 2020 BC Budget: allocated $250 for Jane Smith plaque, $100 Beauty Spot awards, $200 Perennials, $300 Mulch/soil amendments, $100 Bulbs, $1000 annuals, $50 Misc. *Motion to accept 2020 budget allocations: Kay Second: Jeanne Vote: Aye*
   Plaque for Jane Smith Memorial: Discussed options for materials and cost. Further discussion needed.

5. **New Business**:
   Calendar for 2020: Mary shared a draft of Beautification Council's calendar which includes scheduled group work days in our various plots, meetings and events like our garden tour fundraiser. Final calendar to be approved at next meeting.
   Motion by Kay to purchase shirts for Ellis Ave. volunteers with funds from our donations. Second: Jeanne, Vote: Aye
   Motion by Dave to change project name from "Public Works Trail" to "Public Works Planters" now that PW planters have been added to ABC responsibilities and the PW trail project may be complete. Second: Kay, Vote: Aye
   Shawna raised a concern about the plantings at the base of the trees in the courtyard at city hall. Perennials are not thriving due to poor to no soil and weeds. Consider removal of plant material and adding mulch to improve aesthetics and maintenance.

6. **Project Plans/Updates:** No updates
   * Crest Gardens
   * Pearson Plaza/Otis Park
   * Bayview Park
   * Ellis Avenue
   * Beaser Avenue
   * Parking Lot Gardens
   * City Hall
   * Public Works Trail
   * Boat Landing
   * Memorial Park
   * Jane Smith Memorial
   * Other

7. **Schedule Next Meeting:** Monday March 2, 2020 @6pm, Vaughn Public Library 2nd floor meeting room, Ashland, WI

8. **Adjourn:** 6:53pm *Motion: Elaine* *Second: Layne* *Vote: Aye*

Respectfully Submitted,

Shawna Johnson

Minutes

City of Ashland Revolving Loan Fund Committee Meeting
Wednesday, April 1, 2020
2:30 PM
Online (Zoom.us)

Present: Deb Lewis, Charlie Ortman, Stephanie Cech, Daryl Jolma, Betsey Harries, Dan Clevette, Chris Iverson

Call to order by Mayor Deb Lewis at 2:45 PM

Proof of posting: Emailed for posting to Ashland Daily Press and Ashland City Administrator.

Vote on approving minutes from 5/30/19: Charlie Ortman -motion to approve 11/5/18 minutes. Deb Lewis second. Motion carries.

New Business: Harries spoke to the committee of the coming need by loan customers to have some assistance with their loans, due to the COVID-19 pandemic, and told the committee that all other RLF loans administered by AADC would be lowering interest rates to 0%, and deferring interest for 3 months.

Motion by Charlie Ortman: To recommend to the Ashland City Council lowering interest rates to 0%, and defer interest for 3 months, beginning April 1, 2020, on all existing City RLF loans.
2nd: Stephanie Cech
Roll call vote: Approved unanimous
Before the end of the 3 month deferral period, the committee will meet again to discuss reverting back to original terms, continuing amended terms, or choosing a different course of action beginning July 1, 2020.

Adjourn: 2:55 PM

VPL Board Meeting January 9, 2020

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Approved February 20, 2020
Present were Dinny Bolka, Michelle Jardine, Jana Levings, Sarah Adams, Jim Crandall, Mary Asbach and Clarence Campbell and Sarah Jackson

Meeting called to order - 5:38

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

Approval of Dec. minutes- Motion made by Clarence and seconded by Sarah Jackson. Passed.

Public participation – None.

Continuing business – Architecture firm phone interviews. On January 7th and 8th, members of the board along with Sarah Adams conducted preliminary interviews with firms and selected three.

Motion made to invite firms to come to Ashland for a tour and do presentation to the board. Michelle made motion and it was seconded by Dinny. Passed.

Previous suggestion considered that friends of the library move Book Nook to vacant room in third floor. City wants rent and this move would cut down in on profits of Book Nook considerably.

Clarence left 6:15.

New business – none.

Director's report and statistical and financial reports.

Meeting adjourned 6:30

POLICE AND FIRE COMMISSION MEETING
ASHLAND FIRE DEPARTMENT
CONFERENCE ROOM
January 6, 2020

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1. **Call to Order**
The meeting was called to order at 5:15 pm by Gordon Gilbertson

2. **Roll Call**
Present: Gordon Gilbertson, Sarah Granley, Matt Horning, Ed Monroe, Kate Siegler
Also Present: Police Chief James Gregoire, Fire Chief David Wegener, Mayor Deb Lewis, Attorney Phil Sorensen, Sgt. Gerard Randall, WPPA Rep. Rich Burghaus & WPPA Attorney Roger Palek

3. Approval of Agenda
A motion was made by Ed Monroe, seconded Kate Siegler to approve the agenda items. The motion passed unanimously.

4. Approval of Minutes from Nov 4th & Nov 14th 2019 meetings
A motion was made by Ed Monroe, seconded by Matt Horning to approve the minutes. The motion passed unanimously.

5. Police Department Report
a. Administrative Report
Chief Gregoire provided statistic for the time period from Oct 31st to Dec 31st of 2019.
-The Department averaged 27.1 calls per day
-On Nov 16th juveniles stole a car and were apprehended in Michigan
-Officer Bybee is on light duty following a shoulder injury
-Officer Hall will attend Field Training Officer instruction in the near future
-Bids will go out this week for the new Police station. Bids are due Feb 14th
-The Dept. received a grant through the USDA in the amount of $250,000
-Sgt. Janecek is retiring on Jan 28, 2020
-Lt. Morland & Inv. Marten have remained busy with child protection & drug cases
-SRO Greene has assisted with several ALICE drills in the school system
-Officer Ovaska & K9 Chase have done several drug searches this year

A motion was made by Kate Siegler, seconded by Matt Horning to approve Chief Gregoire's report and place it on file. The motion passed unanimously.

6. Fire Department Report
a. Administrative Report:
Chief Wegener provided statistics for the time period from Nov 1st to Dec 31st of 2019
-The Fire Dept. responded to a house fire on 11/10/19 which is under investigation
-On 11/16/19, WITC provided the Dept. with the opportunity to participate in a live burn of a house. This training is very beneficial to the crew.
-On 11/16/19 the Dept. also responded to an arson fire.
-On 12/14/19 the Dept. responded to a structure fire in the Township of Gingles

-On 12/27/19 the Dept. responded to a car fire
-On 12/29/19 the Dept. responded for a snowmobile rescue in the National Forest
-The annual Toy Drive was a success.
-Julie Le Blanc has completed her Community Paramedic Certification
-The Lions Club donated smoke & carbon monoxide detectors to the Dept.

A motion was made by Kate Siegler, seconded by Sarah Granley to accept Chief Wegener's report and place it on file. The motion passed unanimously.

7 Next Meeting Date

The next regular meeting of the Police and Fire Commission was scheduled for Monday, March 2, 2020 at 5:15 in the Fire Department Conference Room.

8. Set a Hearing Date regarding a citizen complaint

The Commission has 30 days from the date of the written complaint to respond with a hearing. The written complaint was received on 12/19/19.
A Special Meeting for the hearing was determined to be Friday, Jan 17th at 5:15 in the Fire Department Training Room.
A Special Meeting was then scheduled for Jan 13th at 5:15 in the Fire Department Training Room to establish procedures for the hearing.

9. Closed Session as authorized by Wisconsin State Statute 19.85(1)(c) to discuss:

a. Police Dept. probation updates, personnel matters & Sgt's promotion results
b. Fire Dept. probation updates and officer promotions

A motion was made by Ed Monroe, seconded by Sarah Granley to go into closed session. The motion passed unanimously.

10. Return to Open Session

A motion was made by Kate Siegler seconded by Sarah Granley to return to open session. The motion passed unanimously.

11. Report Action Taken in Closed Session

a. Approved probation reports given by Chief Gregoire
Approved the hiring of an Officer for the Police Dept.
Approved the promotion results and the promotion of an officer to Sgt.
b. Approved promotion of probationary employee to full time status
Approved hiring of Intern to full time probationary status

12. Adjournment

A motion was made by Kate Siegler, seconded by Sarah Granley to adjourn. The meeting adjourned at 6:24 pm.

Respectfully submitted

Barbara Henry
Recording Secretary

POLICE AND FIRE COMMISSION MEETING
FIRE DEPARTMENT TRAINING ROOM
SPECIAL MEETING
1/13/20

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1. **Call to Order**
   The meeting was called to order at 5:17 by Gordon Gilbertson

2. **Roll Call**
   Present: Gordon Gilbertson, Ed Monroe, Matt Horning
   Excused: Sarah Granley, Kate Siegler
   Also Present: Police Chief James Gregoire, Attorney Phil Sorensen

3. Purpose of the meeting:
   To set procedure to be used in the processing of a citizen complaint

   Phil Sorensen provided a handout with guidelines to be used for the hearing. He stressed that the hearing must ensure fair and due process for all involved. As this is a hearing with the Police and Fire Commission, rules of evidence don't apply. Both parties will be heard from and subject to cross examination.
   Gordon Gilbertson will oversee the hearing and present witnesses. Gordon will read the complaint at the start of the proceedings, and Phil Sorensen will administer the oath to participants. Ed Monroe will video and audio tape the hearing to be placed on record.
   The Complainant will be sworn in and given an opportunity to speak. He can then be cross examined. After the cross examination, he can offer a rebuttal. The same procedure will follow for the Defendants.
   If the Complainant does not show up for the hearing or withdraws his complaint, the Defendants may still present their case.
   Once the hearing is completed, the Police and Fire Commission will convene to the Conference Room for deliberation along with Phil Sorensen who will take the minutes. The findings must be filed within 3 days of the deliberation.

4. Adjournment
   A motion was made by Ed Monroe, seconded by Matt Horning to adjourn. The meeting adjourned at 6:15 pm.

Respectfully submitted

Barbara Henry
Recording Secretary

POLICE AND FIRE COMMISSION SPECIAL MEETING
PUBLIC HEARING
ASHLAND FIRE DEPT TRAINING ROOM

January 17, 2020

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1. **Call to Order**
The meeting was called to order at 5:15 p.m. by Gordon Gilbertson.

2. **Roll Call**
Present: Gordon Gilbertson, Ed Monroe, Sarah Nelson Granley, and Matt Horning

Excused-Absence: Kate Siegler

Also present:
Police Chief Gregoire, Attorney Phil Sorenson, Attorney Blake Gross, Attorney Roger Palcek (by telephone conference call), a representative from the Daily Press, and a few citizens from the public.

3. **Purpose of the Meeting**
The purpose of the meeting was to conduct a public hearing regarding a citizen complaint. Attorney Phil Sorenson briefly explained that he had been contacted by Attorney Blake Gross about a delay in this hearing. Attorney Gross and Attorney Palek stated they had been in contact with City Attorney Tyler Wickman and discussed waving the deadline for this hearing to discuss a possible solution to this matter. A motion was made by Ed Monroe and seconded by Sarah Granley Nelson to reset the date of the hearing to Monday, February 24, 2020 at 5:15 P.M. The motion passed by unanimous vote.

4. **Adjournment**
A motion was made by Matt Horning, seconded by Ed Monroe to adjourn and passed unanimously. The meeting adjourned at 5:37 p.m.

Respectfully Submitted,

Gordon Gilbertson
PFC President

POLICE AND FIRE COMMISSION SPECIAL MEETING
PUBLIC HEARING
ASHLAND FIRE DEPT TRAINING ROOM

February 24, 2020

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1. **Call to Order**
   The meeting was called to order at 5:15 p.m. by Gordon Gilbertson.

2. **Roll Call**
   Present: Gordon Gilbertson, Ed Monroe, Sarah Nelson Granley, Matt Horning and Kate Siegler

   Also present:
   Police Chief Gregoire, Attorney Phil Sorenson, Attorney Blake Gross, Attorney Roger Palcek, Rick Olivo from the Daily Press, and several citizens from the public.

3. **Purpose of the Meeting – Conclusion of Citizen Complaint**
   Police and Fire Commission President Gordon Gilbertson gave a brief synopsis of the events leading up to the public hearing. He explained that the complainant Brandon Barnes had formally withdrawn his complaint. Mr. Gilbertson further stated that without a complainant, there was no need to proceed further. Gilbertson expressed his concern regarding the closure of this case.

4. **Adjournment**
   A motion was made by Ed Monroe, seconded by Kate Siegler to dismiss this case. The motion passed unanimously and the meeting adjourned at 5:26 p.m.

   Respectfully Submitted,

   Gordon Gilbertson
   PFC President

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of March 2020

Permit type Demolition/Moving

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee		Parcel ID#	Date issued
7243	Sharon Olby	220 11th Ave. E.	Demolish 16' x 39' garage on property, slab will remain to be utilized for parking. Contractor: Gary Wade	$6,500.00	$30.00	Check	1521	3/9/2020

Summary for 'Permit type' = Demolition/Moving (1 detail record)

Sum	**$6,500.00**	**$30.00**

Permit type Electrical

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee		Parcel ID#	Date issued
7240	Memorial Medical Center	1615 Maple Lane	Electrical separation of critical and life safety branches of hospital principal structure. Contractor: Belknap Electric (#EA000240)	$576,000.00	$2,880.00	Check	4893	3/9/2020

Summary for 'Permit type' = Electrical (1 detail record)

Sum	**$576,000.00**	**$2,880.00**

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee		Parcel ID#	Date issued
7241	Wayne Larson	721 6th St. W	New shingled roof, interior drywall and doors & trim, some kitchen cainets, new flooring	$20,000.00	$55.00	Check	4354	3/13/2020

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (1 detail record)

Sum	**$20,000.00**	**$55.00**

Permit type Sign

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee		Parcel ID#	Date issued
7237	Ba Hoan Le	414 Main Street West	Replace existing projecting sign and wall sign to both be slightly smaller than before (12' x 4' and 4' x 4')		$50.00	Check	4290	3/2/2020

Permit type **Sign**

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
Summary for 'Permit type' = Sign (1 detail record)							
Sum					**$50.00**		
Grand Total				**$602,500.00**	**$3,015.00**		

Daily Property Maintenance Follow up report

Office Contact person Chris Luebben

Maintenance concern type

Date	Parcel #	Address	Action taken
4/20/2020	1449	100 13th Ave. E.	[redacted]/31/19: Sent 2nd letter to register snowmobile & place current sticker on it OR put in an enclosed structure.

Maintenance concern type Garbage

Date	Parcel #	Address	Action taken
4/20/2020	1405	122 Stuntz Ave.	[redacted]/11/20: Sent letter giving until 4/20/20 to clean-up the site of all debris, garbage and contruction materials.
4/20/2020	1789	318 13th Ave East	[redacted]/5/19: Sent first letter giving until 6/10/19 to remove bags of garbage from the yard.

Maintenance concern type Vehicle

Date	Parcel #	Address	Action taken
4/20/2020	2533	823 2nd Avenue West	[redacted]/8/19: RV was parked on the grass in the City right-of-way. Was moved & gone before I sent a letter. RV back on grass on 8

SUBJECT: **Approve a Resolution Authorizing the Issuance and Sale of a $6,665,000 General Obligation Promissory Note, Series 2020C to Fund Capital Projects and Equipment *(Finance)* Roll**

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Mayor
Administrator

EXHIBITS:

1. Estimated and completed GO Note Issues with projects per the March 31, 2020 Council Meeting
2. Ashland PreSale Report 2020C 3.31.2020
3. Proposed Resolution
4. Sale Day Report for City of Ashland $6,545,000 General Obligation Promissory Note, Series 2020C, April 21, 2020

EXPENDITURES REQUIRED: $6,665,000 - Capital Projects and Equipment

AMOUNT BUDGETED: -0-

APPROPRIATION REQUIRED: $6,665,000 - General Obligation Promissory Note

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

Ehlers Inc. is managing the bid process and has forwarded the general obligation note bid information to the large U.S. national banks and local banks:

Morgan Stanley - Capital One Public Funding, LLC - Wells Fargo - BMO Harris Bank - U.S. Bank - PNC Bank - Chase Bank - Bremer Bank - Chippewa Valley Bank - Associated Bank – Northern State Bank

Bids are due to Ehlers, Inc., by April 20, 2020 10:00am.

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

The final phase of the 2020 debt issuance plan is for a $6,665,000 general obligation promissory note to fund the new police station, new fire engine, public works building roof replacement, and replacement of the HVAC at the Bretting Community Center. Please see exhibits 1 and 2.

The Council approved an updated 2020 debt issuance plan at the March 31, 2020 meeting to take advantage of a new development in the municipal debt issues market, which is, per Sean Lentz from Ehlers Inc., that the interest rate for U.S. Treasury bonds has decreased which may make municipal note issues more appealing to large U.S. national banks and this may be beneficial to the City.

<u>Per the debt issuance plan:</u>

April 21, 2020 Council meeting:

1) Ehlers Inc. financial advisor, will present the large U.S. national banks and local 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 or local bank, then the City will proceed with a traditional securities market issue.

May 5, 2020 Council meeting - <u>if needed:</u>

1) Council to approve a resolution to issue 2020 General Obligation Promissory Notes for a traditional securities market issue.

May 26, 2020 Council meeting - <u>if needed:</u>

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 31, 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		165,000
Notes to be repaid by tax levy		**6,665,000**

COUNCIL APPROVED MARCH 31, 2020 General Obligation Promissory Notes		
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	**Note issue 2020A**	**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	**Note issue 2020B**	**700,000**
Council Approved Note Issues		**1,110,000**

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**

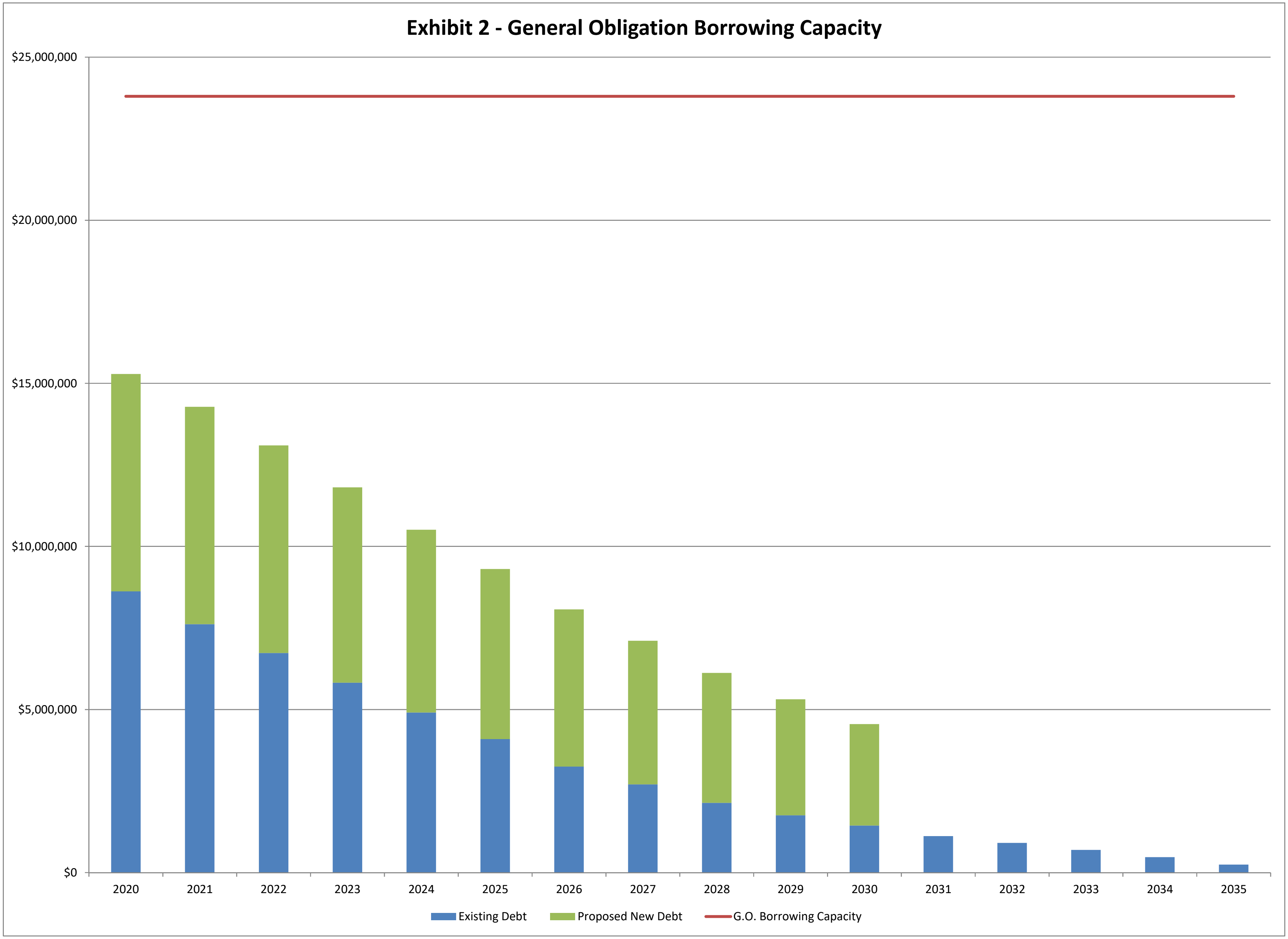


Exhibit 2 - General Obligation Borrowing Capacity
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
Existing Debt
Proposed New Debt
G.O. Borrowing Capacity

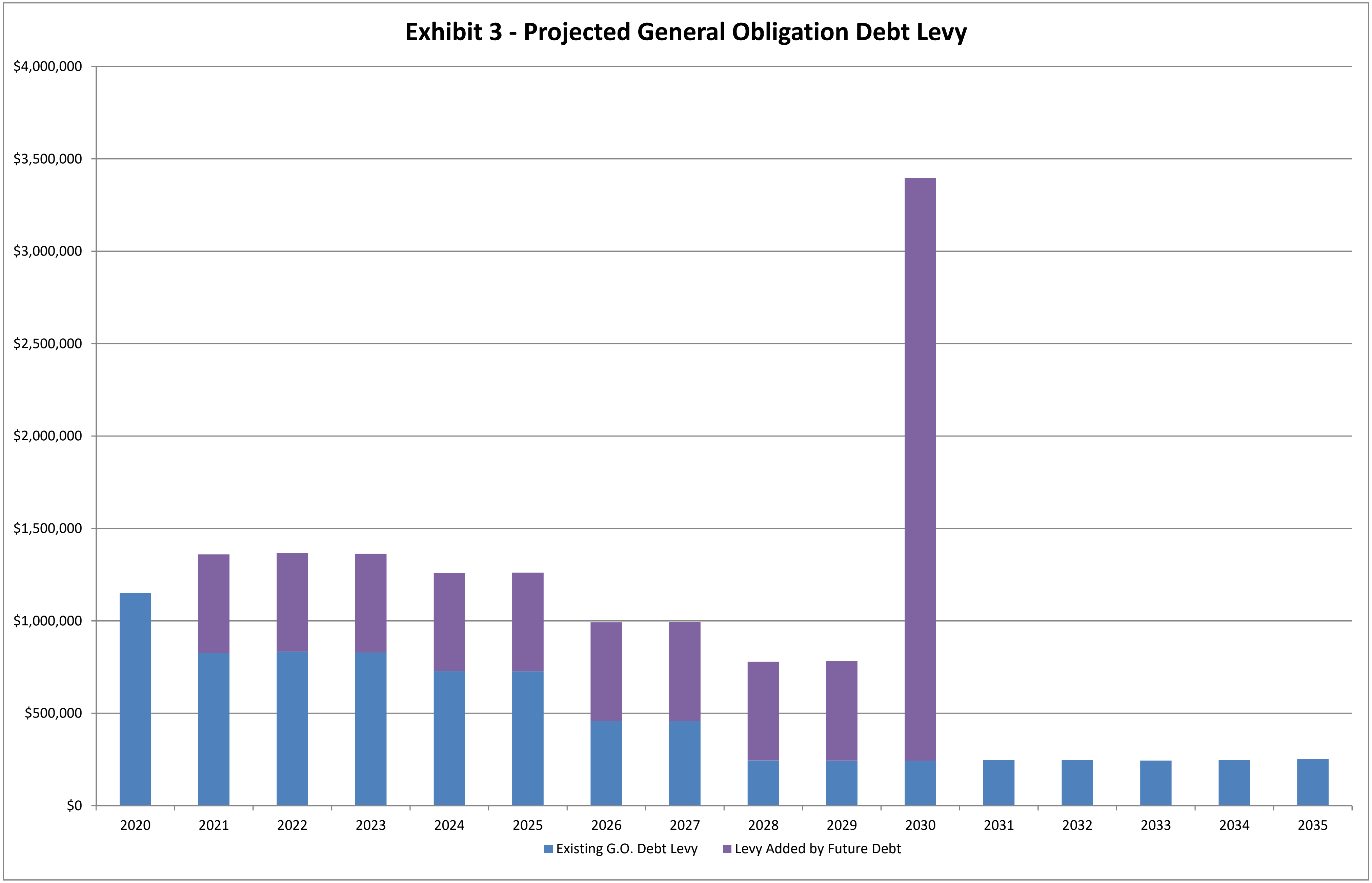


Exhibit 3 - Projected General Obligation Debt Levy
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
Existing G.O. Debt Levy
Levy Added by Future Debt

RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A $6,545,000 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020C

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 improvements to the police station, acquiring a fire engine, improvements to the public works building roof and street improvement projects (collectively, the "Project");

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 $6,545,000 (the “Note” or “Notes”) to Bremer Bank (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 SIX MILLION FIVE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($6,545,000) 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 aggregating the principal amount of SIX MILLION FIVE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($6,545,000) 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 2020C"; shall be issued in the principal amount of $6,545,000; shall be dated May 27, 2020; shall be in the denomination of $100,000 or more; shall be numbered R-1; shall bear interest at the rate of 1.91% per annum; and shall be payable in installments of principal due on May 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 May 1 of each year commencing on May 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 May 1, 2026 or on any date thereafter. 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 2020C" (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 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 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 April 21, 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)

PROPOSAL FORM

City Council **April 21, 2020**
City of Ashland, Wisconsin (the "City")

RE: **$6,665,000* General Obligation Promissory Note, Series 2020C (the "Note")**
DATED: **May 27, 2020**

For all or none of the above Note, we will pay you $6,665,000, plus accrued interest to date of delivery for such Note with a final principal installment of May 1, 2030, and bearing interest at the following rate:

1.91 % Proposed Bank Fees $ 0

* The City reserves the right to increase or decrease the principal amount of the Note on the day of sale, in increments of $1,000 each. Increases or decreases may be made in any principal installment.

Interest on the Note will be payable on May 1, 2021, and annually thereafter.

The Note is subject to call for prior redemption on May 1, 2026 and any date thereafter, at a price of par plus accrued interest.

The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.

The City has not requested a rating on this issue. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*

This proposal is for consideration and acceptance by the City Council on April 21, 2020, and is conditional upon delivery of said Note to us within 40 days of award. Delivery is anticipated on or about May 27, 2020. The Note will be in typewritten form, registrable as to principal and interest. The Issuer shall be designated as the bond registrar/paying agent. The Note will be "bank qualified" and tax exempt, as evidenced by a legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, as bond counsel.

Submitted by:
Name of Institution: Bremer Bank
Submitted By: Richard M. Geisen
Title: Vice President
Signature: ______________________

The City reserves the right to waive any informalities in any proposal and select the proposal deemed most advantageous, in its sole discretion.

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ashland, Wisconsin this _______ day of ______________________, 2020.

By: ______________________ By: ______________________

Title: ______________________ Title: ______________________

* Subsequent to bid opening the par amount was reduced to $6,545,000
Adjusted Price - $6,545,000.00 Adjusted Net Interest Cost - $901,564.04 Adjusted - 1.910%

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

City of Ashland, WI

$6,545,000 General Obligation Promissory Notes, Series 2020C
Issue Summary
Bremer Bid

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/27/2020	-	-	-	-	-
05/01/2021	380,000.00	1.910%	115,981.04	495,981.04	-
12/31/2021	-	-	-	-	495,981.04
05/01/2022	380,000.00	1.910%	117,751.50	497,751.50	-
12/31/2022	-	-	-	-	497,751.50
05/01/2023	390,000.00	1.910%	110,493.50	500,493.50	-
12/31/2023	-	-	-	-	500,493.50
05/01/2024	395,000.00	1.910%	103,044.50	498,044.50	-
12/31/2024	-	-	-	-	498,044.50
05/01/2025	400,000.00	1.910%	95,500.00	495,500.00	-
12/31/2025	-	-	-	-	495,500.00
05/01/2026	410,000.00	1.910%	87,860.00	497,860.00	-
12/31/2026	-	-	-	-	497,860.00
05/01/2027	420,000.00	1.910%	80,029.00	500,029.00	-
12/31/2027	-	-	-	-	500,029.00
05/01/2028	435,000.00	1.910%	72,007.00	507,007.00	-
12/31/2028	-	-	-	-	507,007.00
05/01/2029	445,000.00	1.910%	63,698.50	508,698.50	-
12/31/2029	-	-	-	-	508,698.50
05/01/2030	2,890,000.00	1.910%	55,199.00	2,945,199.00	-
12/31/2030	-	-	-	-	2,945,199.00
Total	**$6,545,000.00**	**-**	**$901,564.04**	**$7,446,564.04**	**-**

Yield Statistics

Bond Year Dollars	$47,202.31
Average Life	7.212 Years
Average Coupon	1.9100000%
Net Interest Cost (NIC)	1.9100000%
True Interest Cost (TIC)	1.9011449%
Bond Yield for Arbitrage Purposes	1.9011449%
All Inclusive Cost (AIC)	1.9990514%

IRS Form 8038

Net Interest Cost	1.9100000%
Weighted Average Maturity	7.212 Years

EXHIBIT C

(Form of Note)

NUMBER	UNITED STATES OF AMERICA STATE OF WISCONSIN ASHLAND AND BAYFIELD COUNTIES CITY OF ASHLAND	DOLLARS
R-1	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020C	$6,545,000

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:
May 1, 2030	May 27, 2020	1.91%

REGISTERED OWNER: BREMER BANK

PRINCIPAL AMOUNT: SIX MILLION FIVE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($6,545,000)

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 May 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 May 1 of each year, commencing on May 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 improvements to the police station, acquiring a fire engine, improvements to the public works building roof and street improvement projects, as authorized by a resolution adopted on April 21, 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 May 1, 2026 or on any date thereafter. 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

(SEAL)

By: ______________________________
Denise Oliphant
City Clerk

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, without alteration or enlargement or any change whatever.

____

(Authorized Officer)

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

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)

City of Ashland, WI

$6,545,000 General Obligation Promissory Notes, Series 2020C
Issue Summary
Bremer Bid

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/27/2020	-	-	-	-	-
05/01/2021	380,000.00	1.910%	115,981.04	495,981.04	-
12/31/2021	-	-	-	-	495,981.04
05/01/2022	380,000.00	1.910%	117,751.50	497,751.50	-
12/31/2022	-	-	-	-	497,751.50
05/01/2023	390,000.00	1.910%	110,493.50	500,493.50	-
12/31/2023	-	-	-	-	500,493.50
05/01/2024	395,000.00	1.910%	103,044.50	498,044.50	-
12/31/2024	-	-	-	-	498,044.50
05/01/2025	400,000.00	1.910%	95,500.00	495,500.00	-
12/31/2025	-	-	-	-	495,500.00
05/01/2026	410,000.00	1.910%	87,860.00	497,860.00	-
12/31/2026	-	-	-	-	497,860.00
05/01/2027	420,000.00	1.910%	80,029.00	500,029.00	-
12/31/2027	-	-	-	-	500,029.00
05/01/2028	435,000.00	1.910%	72,007.00	507,007.00	-
12/31/2028	-	-	-	-	507,007.00
05/01/2029	445,000.00	1.910%	63,698.50	508,698.50	-
12/31/2029	-	-	-	-	508,698.50
05/01/2030	2,890,000.00	1.910%	55,199.00	2,945,199.00	-
12/31/2030	-	-	-	-	2,945,199.00
Total	**$6,545,000.00**	**-**	**$901,564.04**	**$7,446,564.04**	**-**

Yield Statistics

Bond Year Dollars	$47,202.31
Average Life	7.212 Years
Average Coupon	1.9100000%
Net Interest Cost (NIC)	1.9100000%
True Interest Cost (TIC)	1.9011449%
Bond Yield for Arbitrage Purposes	1.9011449%
All Inclusive Cost (AIC)	1.9990514%

IRS Form 8038

Net Interest Cost	1.9100000%
Weighted Average Maturity	7.212 Years

April 21, 2020

Sale Day Report for

City of Ashland, Wisconsin
$6,545,000 General Obligation Promissory Note, Series 2020C

Prepared by:

Sean Lentz, CIPMA
Senior Municipal Advisor

Brian Reilly, CIPMA
Senior Municipal Advisor

Josh Low
Financial Specialist

Sale Day Report – April 21, 2020

City of Ashland, Wisconsin
$6,545,000 General Obligation Promissory Note, Series 2020C

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

Police Station, Street Improvements, Fire Engine, and other Capital Projects

Number of Bids: 2

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

Comparison from Lowest to Highest Bid:

Low Bid	High Bid	Interest Difference
1.9100%	2.5500%	$309,047

Summary of Sale Results:	
Principal Amount*:	$6,545,000
Net Interest Cost:	1.910%
Costs of Issuance:	$42,500
Yield:	1.910%
Total Net P&I	$7,446,564

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

The Note maturing May 1, 2027 and thereafter are callable May 1, 2026 or any date thereafter.

* Subsequent to bid opening, the issue size was decreased by $120,000 due to the elimination of the underwriter's discount expense and a reduction in Costs of Issuance.

Closing Date: May 27, 2020

City Council Action: Adopt a resolution authorizing the issuance and sale of $6,545,000 General Obligation Promissory Note, Series 2020C.

Attachments:

- Bid Tabulation
- Updated Debt Service Schedules and Sources and Uses of Funds
- Debt Levy Impact

BID TABULATION

$6,545,000 General Obligation Promissory Note, Series 2020C

City of Ashland, Wisconsin

SALE: April 21, 2020

AWARD: BREMER BANK, NATIONAL ASSOCIATION

Non-Rated

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (May 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	INTEREST RATE
BREMER BANK, NATIONAL ASSOCIATION				$6,665,000.00	$922,313.00	1.910%
Menomonie, Wisconsin	2021	1.910%	1.910%			
	2022	1.910%	1.910%			
	2023	1.910%	1.910%			
	2024	1.910%	1.910%			
	2025	1.910%	1.910%			
	2026	1.910%	1.910%			
	2027	1.910%	1.910%			
	2028	1.910%	1.910%			
	2029	1.910%	1.910%			
	2030	1.910%	1.910%			
CAPITAL ONE PUBLIC FUNDING, LLC				$6,665,000.00	$1,231,360.29	2.550%
Melville, New York						

* Subsequent to bid opening the par amount was reduced to $6,545,000

Adjusted Price - $6,545,000.00 Adjusted Net Interest Cost - $901,564.04 Adjusted - 1.910%

Exhibit 1

City of Ashland, WI

Debt Service and Capitalization Schedules

$6,545,000 General Obligation Promissory Note, Series 2020C

Year	Principal	Rate	Interest	Total P&I	Police Station	Street Improvements	Fire Engine	Public Works Building Roof	BCC Bldg. HVAC Replacement
2020									
2021	380,000	1.91%	115,981	**495,981**	275,274	125,024	71,607	17,835	6,240
2022	380,000	1.91%	117,752	**497,752**	277,799	124,578	71,365	17,770	6,242
2023	390,000	1.91%	110,494	**500,494**	279,074	122,572	75,219	17,483	6,146
2024	395,000	1.91%	103,045	**498,045**	275,254	125,567	73,977	17,197	6,051
2025	400,000	1.91%	95,500	**495,500**	276,434	123,466	72,736	16,910	5,955
2026	410,000	1.91%	87,860	**497,860**	277,519	126,365	71,494	16,624	5,860
2027	420,000	1.91%	80,029	**500,029**	278,508	124,168	70,253	16,337	10,764
2028	435,000	1.91%	72,007	**507,007**	279,401	126,972	74,011	16,051	10,573
2029	445,000	1.91%	63,699	**508,699**	280,199	124,680	72,674	20,764	10,382
2030	2,890,000	1.91%	55,199	**2,945,199**	2,715,902	127,388	71,337	20,382	10,191
Totals	**6,545,000**		**901,564**	**7,446,564**	**5,215,362**	**1,250,777**	**724,671**	**177,351**	**78,403**

Issue Summary

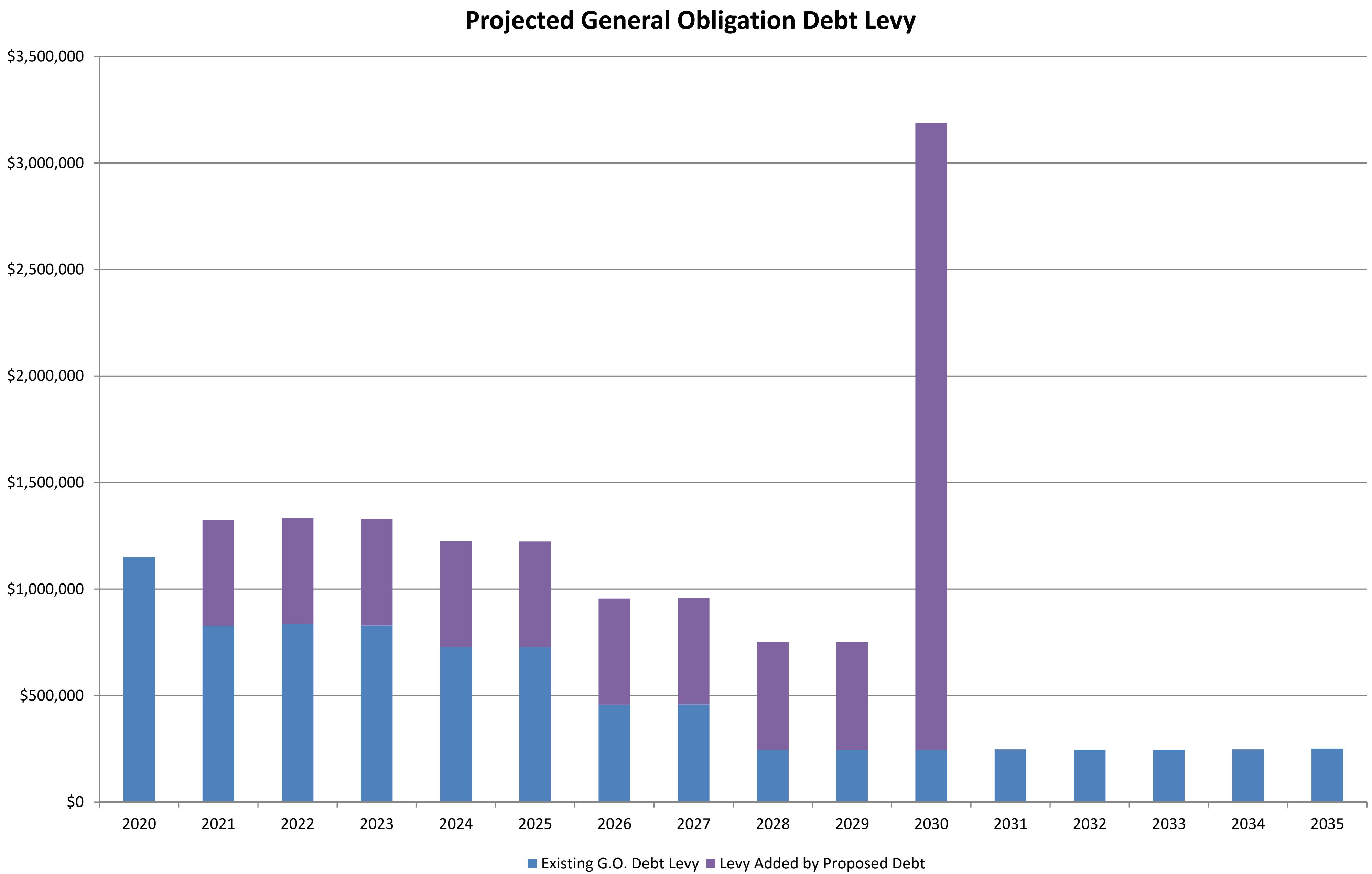
Key Dates

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

Interest Rates

	Pre-Sale	Sale Results
True Interest Cost (TIC):	2.720%	1.901%
All Inclusive Cost (AIC):	2.891%	1.999%

Sources and Uses	Total	Police Station	Street Improvements	Fire Engine	Public Works Building Roof	BCC Bldg. HVAC Replacement
Par Amount of Note	6,545,000	4,530,000	1,130,000	655,000	160,000	70,000
Total Sources	**$ 6,545,000**	**$ 4,530,000**	**$ 1,130,000**	**$ 655,000**	**$ 160,000**	**$ 70,000**
Costs of Issuance	42,500	30,000	7,913	4,587		
Deposit to Project Construction Fund	6,502,500	4,500,000	1,122,087	650,413	160,000	70,000
Total Uses	**$ 6,545,000**	**$ 4,530,000**	**$ 1,130,000**	**$ 655,000**	**$ 160,000**	**$ 70,000**


Projected General Obligation Debt Levy
$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 Proposed Debt

SUBJECT: **Approve a Resolution to Accept the Recommendation of the City of Ashland Revolving Loan Fund ("RLF") Committee to Lower Interest Rates to 0% and Defer Interest for Three (3) Months, beginning April 1, 2020, on All City RLF Loans *(Mayor)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Attorney

EXHIBITS:

1. Proposed Resolution
2. City of Ashland Revolving Loan Fund Committee Meeting Minutes, April 1, 2020

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Council is being asked to ratify the recommendation of the City of Ashland Revolving Loan Fund Committee, which met on April 1, 2020, and recommended that the terms of the existing loans with businesses in the City be modified in response to involuntary business closures resulting from the COVID-19 pandemic.

RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE CITY OF ASHLAND REVOLVING LOAN FUND ("RLF") COMMITTEE TO LOWER INTEREST RATES TO 0% AND DEFER INTEREST FOR THREE (3) MONTHS, BEGINNING APRIL 1, 2020, ON ALL CITY RLF LOANS

WHEREAS, there is a need by RLF loan customers in the City of Ashland to have some assistance with their loans, due to business closures caused by the COVID-19 pandemic; and

WHEREAS, the City of Ashland Revolving Loan Committee met on April 1, 2020, to discuss necessary action and voted unanimously to recommend lowering interest rates to 0% and defer interest for three (3) months, beginning April 1, 2020, on all City RLF loans.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the City of Ashland Revolving Loan Fund Committee be accepted; and

BE IT FURTHER RESOLVED that the City of Ashland does hereby ratify the action taken by the City of Ashland Revolving Loan Fund Committee to recommend lowering interest rates to 0% and defer interest for three (3) months, beginning April 1, 2020, on all City RLF loans; and

BE IT FURTHER RESOLVED that the Revolving Loan Fund committee will meet again before the end of the three month deferral period and report back to the Council with its recommendation whether to revert back to the original terms, continue the amended terms, or choose a different course of action beginning July 1, 2020.

PASSED: April 21, 2020

____
Councilperson

ATTEST: __________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

(2384)

Minutes

City of Ashland Revolving Loan Fund Committee Meeting
Wednesday, April 1, 2020
2:30 PM
Online (Zoom.us)

Present: Deb Lewis, Charlie Ortman, Stephanie Cech, Daryl Jolma, Betsey Harries, Dan Clevette, Chris Iverson

Call to order by Mayor Deb Lewis at 2:45 PM

Proof of posting: Emailed for posting to Ashland Daily Press and Ashland City Administrator.

Vote on approving minutes from 5/30/19: Charlie Ortman -motion to approve 11/5/18 minutes. Deb Lewis second. Motion carries.

New Business: Harries spoke to the committee of the coming need by loan customers to have some assistance with their loans, due to the COVID-19 pandemic, and told the committee that all other RLF loans administered by AADC would be lowering interest rates to 0%, and deferring interest for 3 months.

Motion by Charlie Ortman: To recommend to the Ashland City Council lowering interest rates to 0%, and defer interest for 3 months, beginning April 1, 2020, on all existing City RLF loans.
2nd: Stephanie Cech
Roll call vote: Approved unanimous
Before the end of the 3 month deferral period, the committee will meet again to discuss reverting back to original terms, continuing amended terms, or choosing a different course of action beginning July 1, 2020.

Adjourn: 2:55 PM

SUBJECT: **Approve to Accept a Grant from the Wisconsin Coastal Management Program for $150,000 for the Ashland Ore Dock Redevelopment Phase 1: Diamond Access *(Parks and Recreation)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Finance Director
City Administration

EXHIBITS:

1. Grant Agreement
2. Ashland Oredock Redevelopment Project Funding

EXPENDITURES REQUIRED: Please see attachment

AMOUNT BUDGETED: Please see attachment

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, Waterfront Development Plan and CORP.

SUMMARY STATEMENT:

City staff is seeking approval from the Common Council to accept a grant from the Wisconsin Coastal Management Program for $150,000 for the Ashland Ore Dock Redevelopment Phase 1: Diamond Access.

The City received the "big check" last summer from Wisconsin Department of Administration Secretary Joel Brennan at the redevelopment site. The project has finally been approved by NOAA (funding for WCM programs comes from NOAA) and the official paperwork award has come in.

This money will be used to toward the elevated walkway along the 1923 section of the ore dock.

GRANT AGREEMENT BETWEEN THE

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

AND

CITY OF ASHLAND

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

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

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

WHEREAS, the State has approved an award to the Grantee in the amount of **One Hundred Fifty Thousand** Dollars (**$150,000.00)** and the Grantee agrees to provide **One Million Four Hundred Fifty Thousand** Dollars (**$1,450,000.00**) for eligible activities herein described; and

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

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

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

The following documents are part of this Agreement:

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

CITY OF ASHLAND	**STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF INTERGOVERNMENTAL RELATIONS**
BY: ______________________ **Debra Lewis**	**BY:** ______________________ **Dawn Vick**
TITLE: **Mayor**	**TITLE:** **Administrator**
DATE: ______________________	**DATE:** ______________________

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

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

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

ARTICLE 2. APPLICABLE LAW

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

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

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

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

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

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

ARTICLE 4. SCOPE OF WORK

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

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

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

ARTICLE 5. PERIOD OF PERFORMANCE

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

ARTICLE 6. STANDARDS OF PERFORMANCE

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

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

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

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

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

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

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 11. TERMINATION AT WILL

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

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

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

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

ARTICLE 13. FAILURE TO PERFORM

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

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

ARTICLE 14. PUBLICATIONS

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

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

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

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

ARTICLE 15. AMENDMENT

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. FORCE MAJEURE

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

ARTICLE 19. EXTRA WORK

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

ARTICLE 20. LABOR STANDARDS

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

ARTICLE 21. CHOICE OF LAW AND VENUE

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

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

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

ARTICLE 23. SOURCE OF FUNDS

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

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

ARTICLE 24. VARIANCES

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

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **10**% of the total cost or not to exceed **One Hundred Fifty Thousand** Dollars **($150,000.00)**. The Grantee shall provide **90**% of the total cost, or **One Million Four Hundred Fifty Thousand** Dollars **($1,450,000.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

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

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

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

ARTICLE 28. REIMBURSEMENT OF FUNDS

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

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

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

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

ARTICLE 30. FINANCIAL MANAGEMENT

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

ARTICLE 31. METHOD OF PAYMENT

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

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

a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.

b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

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

Federal Funded Awards:

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

State Funded Awards:

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

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

Submit To:

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

ARTICLE 33. EXAMINATION OF RECORDS

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

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

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

ARTICLE 34. PERFORMANCE REPORTS

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

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.

2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.

3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.

4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

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

ARTICLE 36. REASONABLE COSTS

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

ARTICLE 37. AUDITS

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

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

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

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

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

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

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

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

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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Attachment A
Grant Agreement # AD199124 – 020.35

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education X Public Access and Historic Preservation	
2. Project Title (max. 15 words): Ashland Oredock Redevelopment Phase 1: Diamond Access		
3. Organization applying: City of Ashland		**5. Organization DUNS Number:** 071499719
4. Contact Person and Address: Sara Hudson, Director City of Ashland Parks and Recreation 400 4th Ave W Ashland WI 54806 **Phone**:7156827059 **Email:** shudson@coawi.org		**6. Primary County where project is located:** Ashland **7. Other Counties where project is located:** **8. Congressional District #:7** **9. State Senate District #:25** **10. State Assembly District #: 74**
11. Total Project Cost: $ 1,600,000.00		
12. WCMP Share: $ 150,000		**14. WCMP Percent:** 10%
13. Applicant Share: $ 1,450,000		**15. Applicant Percent:** 90%

16. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:

The City of Ashland is requesting assistance for the redevelopment of the Ashland Oredock.

The Ashland Oredock Redevelopment Project will help advance implementation of the community's vision of turning the Historical Soo Line Ore Dock and adjacent postindustrial land on Lake Superior's shoreline into a multi-functional, simple and yet authentic destination amenity that all community members and visitors can access, experience, and use to recreate and learn. The community's recently completed transformative vision for the Oredock is included in the attached Concept Design Report (Attachment 1). Additionally, and with the assistance of prior WCMP assistance, construction plans have been developed and initial improvements at the 1916/1923 ore dock transition are being built.

The proposed WCMP project builds on previous investments and success. This project is for Diamond Access which includes construction of an ADA elevated walkway on the 1923 section of the Oredock that is designed to enhance recreation, use, safety and enjoyment of the dock. Work will be completed with support from local donations and other grant sources. (see Attachment 2 for project area and graphic renders of the project area)

Project Outcomes:
- Contractor bidding and award of construction contract
- Construction of an ADA walkway along the entire length of the 1923 section of the Oredock providing full access to the entire ore dock
- Continued momentum to help fundraising efforts and to act as a catalyst to sustain project momentum

Attachment A
Grant Agreement # AD199124 – 020.35

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

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

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

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

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

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

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

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

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

2. Project Description:

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

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

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

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

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

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

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

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

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

a. Describe the extent to which the problem, need or priority will be addressed by the project.
Since 1965, when the last ore freighter was filled with iron ore and pulled away from the Ashland Ore Dock, the local community has been waiting for a project that would provide safe access to the full ore dock. This project has the potential to revitalize Ashland's waterfront thru

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

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

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

International:

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

Multi-State:

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

State of Wisconsin:

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

Regional:

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

County:

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

Local:

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

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

This strategic step would accomplish the first step in a multiple phase process leading to the Redevelopment of the Ashland Ore Dock into a multi-functional recreational public space able to be accessed by all. This space will have the potential to be catalyst for economic development in the community by becoming a tourist destination that informs users of Ashland's industrial past, yet has a 21st century appeal and amenities for community gatherings, classes, events and a place to just be. The condition of the existing ore dock was reviewed extensively as part of the planning process and the structure is considered to be stable. While visual signs of deterioration exist, structural analysis indicates the dock will continue to existing for decades and perhaps another century. Planned improvements are designed with consideration of anticipated water level fluctuations and storm events.

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

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

e. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.
For this "Public Access & Historic Preservation" project the public will be provided with access to a dock that extends 1800' out into Lake Superior and gives additional access to approximately 52,000 linear feet (9.85 miles) of Lake Superior shoreline. This project is being designed to meet the needs of the residents of Ashland, surrounding communities and visitors, providing access for all to Lake Superior. Heavy public use of the completed facility is expected based on current usage of the existing pier, Waterfront Trail, Pedestrian Underpass and 5th Street Corridor trail.

4. Methodology and Timetable

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

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

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

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

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

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

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

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

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

5. Project Budget

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

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

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

Activity	WCMP Request	Match	Total
	$	$	$
Totals			

6. Budget Description

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

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

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

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

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

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

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

b. Develop exceptional marketing, outreach or education strategies
Upon completion of this phase of the project, the City will host a public meeting and recognition event to honor the organizations and individuals that made this phase happen.

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

c. Encourage coast-wide projects or solutions
The proposed project will be a visible demonstration to other coastal communities on the redevelopment or uses of postindustrial space for outdoor recreational facilities.

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

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

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

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM

1. For audio productions:

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

2. For video productions:

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

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"
National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

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

Wisconsin Coastal Management Program Logo:

WISCONSIN COASTAL MANAGEMENT PROGRAM

National Oceanic and Atmospheric Administration Logo:

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NOAA
U.S. DEPARTMENT OF COMMERCE

Required text acknowledgement:

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

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ATTACHMENT C

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

ARTICLE (A). Signs at Construction Project Site.

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

ARTICLE (B). Permanent Plaque at Project Site.

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

ARTICLE (C). Statutory Requirements for Construction Contracts.

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

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).

2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.

3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.

4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.

6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.

7. For construction grants for more than $10,000, the Grantee must keep the following information in their files for the Department's review.

   a. Name, address and telephone number of Grantee;
   b. Grantee's employer identification number;

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

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

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

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

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

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

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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ATTACHMENT F

SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

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

1. *Maintaining Integrity*. The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review*. The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation*. If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

> a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
>
> b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation*. When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

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

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

2. Coordinate remedial action.

Ashland Oredock Redevelopment Project Funding

Project/Phase: *Phase 1: Diamond Access*

Funding***	Amount	Match %	Match Source(s)
DNR LWCF/Stewarship (2018) Grant	$300,000.00	50%	Trust
Otto Bremer Foundation Grant	$150,000.00	0	Trust
Wisconsin Coastal Management Grant	$150,000.00	60%	Trust
DNR Stewardship (2020 pending) Grant	$300,000.00	50%	Trust/SFR
USFWS SFR (2020 Pending) Grant	$50,000.00	50%	DNR/Trust
WCM (2017 Grant, construction docs)	$80,000.00	60%	
Trust Allocation	$1,600,000.00	NA	NA
Funding Total	***$2,630,000.00***		
TBD Sources	$286,980.00		
GRAND TOTAL	**$2,916,980.00**		

Ashland Oredock Redevelopment Projected Costs

Project/Phase	Year Implemented	Estimated Cost	
Phase 1: Diamond Access Part 1	2019	$658,615.00	include Construction Admin and Construction Costs
Phase 1: Diamond Access Part 2*	2020	$1,800,000.00	includes $190K for contingency
Phase 1: Diamond Access Part 2** Bridge	2020	$310,000.00	
Phase 1 Consulting, Engineering, CA Fees	2020	$148,365.00	
Estimated Project Total 1 + 2A		***$2,916,980.00***	

Ashland Oredock Phase 2: Stuntz Ave Access is estimated to cost ~$2,000,000. The City was awarded Army Corps of Engineers Sec 154 Funds of $1000,000 for this phase, the Trust as allocated an additional $1,000,000 towards the project.

*Phase 1 Part 2 is the elevated walkway extending down the east side of the Oredock, with a lookout at the end. This is the base bid
**Phase 1 Park 2 is the elevated walkway extending down the east side of the Oredock until halfway, then a steel bridge , to cross to the to the west side with a walkway to the end with a lookout at the end. This is going to be the alternate or add on bid. If the bid does not come in within the cost, it will be removed, saving the project budget $310,000 and making the total project budget align with the funding budget

*** This does not take into account any Oredock Donations or fundraising efforts

SUBJECT: **Approve a Resolution to Accept the Workmanship of Northwoods Paving Company and Approve Final Payment for the 2019 Road Resurfacing Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
Public Works Director

EXHIBITS:

1. Proposed Resolution
2. Final Construction Report - 2019 Road Resurfacing Project
3. Request for Final Payment

EXPENDITURES REQUIRED: $ 343,949.65 Contract
25,476.78 Change Order #1
$ 369,425.78 Final Contract Amount

$9,235.65 Final Retainage Due

AMOUNT BUDGETED: $394,000.00 (Fund 470)

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 8, 2020, that Northwoods Paving Company is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

On May 14, 2019, the Common Council approved to enter into a contract with Northwoods Paving for the 2019 Road Resurfacing project. The project consisted of pulverizing approximately 18 blocks of existing asphalt surface onsite in Ashland's east end neighborhood. The pulverized asphalt was then graded and compacted and reused as the new road base. During the course of construction, City staff negotiated the completion of approximately 4 additional blocks of pulverizing and repaving based on the availability of funds.

The project was completed in early fall of 2019, the Public Works staff completed restoration work and gravel shouldering in the project area.

The Public Works Department is recommending approval to accept the workmanship of Northwoods Paving and approve final payment of retainage in the amount of $9,235.65.

RESOLUTION TO ACCEPT THE WORKMANSHIP AND OF NORTHWOODS PAVING COMPANY AND APPROVE OF FINAL PAYMENT FOR THE 2019 ROAD RESURFACING PROJECT

WHEREAS, the City of Ashland, hereinafter referred to as the City, and NORTHWOODS PAVING COMPANY, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 470201902 2019 Road Resurfacing Project** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of $343,949.65; and

WHEREAS, said total final contract price has been determined to be $369,425.78 as computed by the City Engineering Department using actual quantities as measured, change orders, additions, and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, John Butler, Director of Public Works, has submitted a final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account of retainage in the amount of $9,235.64.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineering Department be accepted.

BE IT FURTHER RESOLVED that the City of Ashland does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Ashland hereby reserves, if any, and subject to the right of the City of Ashland to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Ashland as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of $9,235.64 to the Contractor in full and final payment of the City's obligations under this contract.

Passed and adopted this April 21, 2020.

____
Councilperson

ATTEST:______________________________
Denise Oliphant, City Clerk

____
Debra Lewis, Mayor

APPROVED AS TO FORM

____
Tyler Wickman, City Attorney

(2385)

FINAL CONSTRUCTION REPORT

PROJECT: 2019 ROAD RESURFACING PROJECT

SUBSTANTIAL COMPLETION DATE: September 27, 2018

REPORT DATE: April 14, 2020

CONTRACTOR**:** Northwoods Paving

Bid Amount:	$343,949.65
Change Orders:	$ 0.00
Net Quantity Variances:	$ 25,476.13
Final Cost:	**$369,425.78**

A total of 1.5 miles of residential roads on the east side of the City were resurfaced. The work included pulverizing existing asphalt pavements, grading, and asphalt resurfacing. Project locations are shown on attached map.

The materials incorporated in this project comply with the project specifications. Project inspection was made during installation of the materials and to verify that plans and specifications were adhered to.

The pay quantity items installed on the project were verified. Final measurements were taken as needed to complete the pay estimates. All work pay items have been completed.

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

I, the Director of Public Works for the City of Ashland, Wisconsin certify that the Contractor has completed all work within their contractual obligation and final payment may be made.

John Butler
2020.04.14 09:42:44
-05'00'

Certified by:______________________

John Butler
Director of Public Works

APPLICATION FOR PAYMENT NO. **2-FINAL**

To: City of Ashland (Owner)

From: Northwoods Paving Company (Contractor)

Project: **2019 Road Resurfacing Project #470201902**

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

1.	Original Contract Price:			$343,949.65
2.	a) Net change by Change Orders and Written Amendments (+ or-)			$0.00
	b) Net change by Quantity Variances (+ or -)			$25,476.13
3.	Current Contract Price (Line 1 plus Line 2):			$369,425.78
4.	Total completed and stored to date:		**470-57335-823**	**$369,425.78**
5.	Retainage (per Agreement):			
	0.00% of completed Work:	$0.00		
	0.0% of stored material:	$0.00		
	Total Retainage:			**$0.00**
6.	Total completed and stored to date less retainage (Line 4 minus Line 5):			$369,425.78
7.	Less previous Payments:			$360,190.13
8.	**DUE THIS APPLICATION (6 MINUS 7):**		**470-22100-0000**	**$9,235.65**

Accompanying Documents:
Itemization of Quantities

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated ______________ ______________________________

By: Eric Brye, Division Manager Northwoods Paving

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/14/2020 John Butler 2020.04.14 09:53:25 -05'00'

By: John Butler; Director of Public Works

Dated ______________ ______________________________

By: Brant Kucera, City Administrator

Dated ______________ ______________________________

By: Debra Lewis, Mayor

Dated ______________ ______________________________

By: Barbara Clement, Comptroller

Dated ______________ ______________________________

By: Denise Oliphant, City Clerk

2019 ROAD RESURFACING PROJECT

PAY REQUEST NO. 1 (FINAL)

PAY PERIOD: JULY 1-SEPTEMBER 27, 2019

BID				NORTHWOODS BID		PAY REQUEST CALCULATION				
PAY ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	QTY. PREV. PAY REQUEST	QTY. THIS PAY REQUEST	TOTAL COMPLETED QUANTITY	TOTAL THIS PAY REQUEST	TOTAL WORK COMPLETED
204.0100	PULVERIZE & RELAY	SY	20,202	$1.61	$32,525.22	22,223.00	0.00	22,223.00	$0.00	$35,779.03
305.0600	BASE AGGREGATE DENSE (SUPPLEMENTAL SURFACE PULVERIZING)	TON	500	$16.27	$8,135.00	279.02	0.00	279.02	$0.00	$4,539.66
455.0605	TACK COAT	GAL	1,293	$2.25	$2,909.25	600.00	0.00	600.00	$0.00	$1,350.00
465.0105	ASPHALTIC SURFACE 3.5-INCH (4-LT-58-28-S)	TON	4,066	$65.73	$267,258.18	4,524.10	0.00	4,524.10	$0.00	$297,369.09
611.8110	ADJUSTING MANHOLE COVERS	EACH	30	$465.00	$13,950.00	24.00	0.00	24.00	$0.00	$11,160.00
611.8120	ADJUSTING WATER VALVES	EACH	11	$74.00	$814.00	9.00	0.00	9.00	$0.00	$666.00
619.1000	MOBILIZATION	EACH	1	$9,508.00	$9,508.00	1.00	0.00	1.00	$0.00	$9,508.00
643.0100	TRAFFIC CONTROL (PROJECT)	LS	1	$8,700.00	$8,700.00	1.00	0.00	1.00	$0.00	$8,700.00
690.0150	SAWING ASPHALT	LF	150	$1.00	$150.00	354.00	0.00	354.00	$0.00	$354.00
				TOTALS	**$343,949.65**			**TOTALS**	**$0.00**	**$369,425.78**

SUBJECT: **Approve to Award Contract to Endresen Sound Company Inc for the Bretting Community Center Fire Alarm System Upgrade Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
Parks & Recreation Director

EXHIBITS: 1. Endresen Sound Company Inc Proposal

EXPENDITURES REQUIRED: $11,439.15 Fire Alarm Upgrades (Bid Price)
$ 1,143.92 Contingency
$12,583.07 Project Total

AMOUNT BUDGETED: $24,080.00 Capital Projects 450

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 8th, 2020 that Endresen Sound Company, Inc. PO Box 195, Proctor, MN 55810 is in compliance with Ashland City Ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The existing fire alarm system serving the Bretting Community Center (BBC) is outdated and prone to frequent malfunctions. Facilities maintenance personnel also reports difficulty in finding replacement parts to keep the system in working order.

As a result, Council approved a project to replace the existing system as part of the 2020 Project and Capital List.

Public Works staff prepared a Request for Proposals (RFP) to complete the work and solicited proposals from Johnson Controls, Northland Fire & Safety, and Endresen Sound Company (ESC).

ESC was the only bidder to respond to the RFP. City staff negotiated the scope and price of the proposal to meet applicable building codes for fire alarm systems, which have changed since construction of the BCC.

Staff from the Wisconsin Department of Safety and Professional Services has verified that the proposed system will meet applicable building codes and City staff has verified that ESC has previously successfully completed similar projects on behalf of the Ashland School District.

The Public Works Department recommends accepting the proposal from Endresen Sound Company Inc. for the 2020 BCC Fire Alarm System Project at a cost of $11,439.15 and approve a 10% construction contingency of $1,143.92 for a total project budget of $12,583.07.

ESC systems
SOUND AND LIFE SAFETY

ENDRESEN SOUND COMPANY INC.

Phone # 218-727-3267 Fax # 218-624-7444
Mail to: PO Box 1095
Ship to: 420 3rd Ave
Proctor, MN 55810

Proposal

100-12003

Customer:

Date: 3/9/2020

Ashland City Hall
601 Main Street West
Ashland, WI 54806

Fax: email

Attention: Dan Homola

Reference: Bretting Community Ctr.

Qty	Stock Number/Description
	We propose to furnish and install the following addressable fire alarm system. We will replace the system asper state approval requests. The state is allowing for the removal of the audio evacuation system, smoke detection and the beam detectors.
	ADDRESSABLE FIRE ALARM SYSTEM (WO/ SMOKE DETECTION & AUDIO EVAC.
1	Edwards iO1000GD - FACP, 250-point loop installed. 110v, gray door, with dialer.
1	Edwards RLCD-C - Common System indicators and controls Beige housing
2	EST 12V10A - Battery 10 AH, 12 volt cells
4	Edwards SIGA-PD - Intelligent Photoelectric Smoke Detector
4	Edwards SIGA-SB - Standard Detector Base
1	Edwards SIGA-278 - Double Action Fire Alarm Station
2	Edwards SIGA-SD - SuperDuct Detector
2	Edwards SD-TRK - SuperDuct, Remote test/reset station, keyed
2	Edwards SD-T78 - SuperDuct, Air sample tube, 78 inch
3	Edwards SIGA-CRH - Control Relay Module, DPDT, 7amp @ 120/240VAC, 6 amp @ 24vdc, UL,
1	Edwards SIGA-CT1 - Single Ckt Input Module
1	Edwards SIGA-CT2 - Dual Ckt Input Module
3	Edwards EOL-47 - 47K EOL Assembly, UL Approved
8	Edwards G1AVWF - Compact Wall Horn/Strobe, 15-75cd, White, FIRE Marking
7	Edwards G1VWF - Compact Wall Strobe, 15-75cd, White, FIRE Marking
1	Miscellaneous Hardware, Material, etc..
1	Labor to terminate, program, certify fire alarm control panel & instruct owner
1	Northstar Cabling Labor to install the fire alarm equipment listed above
1	Electrician Labor for 120VAC connections to fire alarm control panels.

THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE SALES TAX UNLESS SHOWN AND IS VALID FOR 60 DAYS.

Warranty work is performed during normal business hours. Monday-Friday 7:00am to 3:30pm.

Sales Tax (7.375%)	$0.00
Total	$11,439.15

Customer's authorization

ESC System's Representative

SUBJECT: **Approve to Accept a Grant and Enter into a Project Partnership Agreement with the US Army Corp of Engineers for the City of Ashland New Water Intake Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Finance Director
Public Works Director

EXHIBITS:

1. Agreement between the Department of the Army and the City of Ashland, Wisconsin for Design and Construction Assistance for the Ashland Water Intake Pr
2. Letter of Interest - January 30, 2019

EXPENDITURES REQUIRED: $250,000 - Preliminary estimated 2020 Engineering Design
$2,250,000- Preliminary estimated 2022 Construction

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: $1,900,000 Grant Award
600,000 Estimated Revenue Bond Loan
$2,500,000 Preliminary Estimated Total Project Cost

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

In January 2019, City staff submitted a request to the US Army Corp of Engineers for funding for construction of a new water intake facility at an estimated cost of $2.5 million.

The existing intake pipe is a 24-inch cast iron pipe constructed in 1891. The typical estimated useful lifetime for a cast iron pipe is 100 yrs. The existing pipe was damaged in a shipping accident, meaning the location of the existing intake structure was reconstructed at the location of the break. The modified location does not provide water of optimal quality and is in an area of relatively shallow water. In addition, the City currently lacks an adequate source of backup water supply in the event that the operation of the intake pipe is disrupted, such as another accident or the formation of seasonal ice on the intake structure. The WI DNR completed a survey of the City's water system in July 2017 and recommended the provision of an adequate back up water supply, as the existing back up source "the J well" provides water of unknown quantity and quality.

In February 2020, the US Army Corp of Engineers notified the City of a $1.9 million award to support a project for construction of a new intake pipe.

The new intake pipe will consist of high density polyethylene (HDPE) and be located to optimize water quality. Improved source water quality will significantly reduce operation and maintenance costs at the water treatment plant associated with higher chemical demand, more frequent filter cleaning and a decreased useful life of filter components. Modification of the existing intake pipe to serve as a back up water source will be incorporated into the project.

Council approval of the proposed grant funding is recommended along with authorization to approve the Project Partnership Agreement (PPA) developed by the US Army Corp of Engineers. City staff will solicit qualifications from engineering consulting firms to complete preliminary design of the new intake structure, develop a detailed cost estimate, and design modifications of the existing intake pipe as necessary to support efforts to secure a loan from the WI DNR Safe Drinking Water Loan program in 2021 to provide the City's matching funds.

Construction of the new intake pipe will be scheduled based on securing City matching funds and recommendations of the selected engineering consulting firm.

AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF ASHLAND, WISCONSIN FOR DESIGN AND CONSTRUCTION ASSISTANCE FOR THE ASHLAND WATER INTAKE PROJECT

THIS AGREEMENT is entered into this ________ day of ________, 2020, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Detroit District and the City of Ashland, Wisconsin (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design, construction, and reconstruction assistance, which may be in the form of grants or reimbursements of the Federal share of project costs, for water-related environmental infrastructure and resource protection and development projects in northern Wisconsin (hereinafter the "Section 154 Program") pursuant to Section 154 of Division B of Appendix D, Consolidated Appropriations Act, 2001, Public Law 106-554, as amended (hereinafter "Section 154");

WHEREAS, Section 154 provides that the Secretary of the Army may provide assistance for a water-related environmental infrastructure and resource protection and development project only if the project is publicly owned;

WHEREAS, Section 154 provides that $60,000,000 in Federal funds are authorized to be appropriated for design, construction, and reconstruction assistance for the Section 154 Program;

WHEREAS, the U.S. Army Engineer, Detroit District (hereinafter the "District Engineer") has determined that the Ashland Water Intake in Ashland County, Wisconsin (hereinafter the "*Project*", as defined in Article I.A. of this Agreement) is eligible for implementation under Section 154;

WHEREAS, Section 154 provides that the Secretary of the Army shall not provide assistance for any water-related environmental infrastructure and resource protection and development projects until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, Section 154 specifies the cost-sharing requirements applicable to the *Project* including that the Secretary of the Army shall afford credit, not to exceed 6 percent of the *local construction costs of the Project*, for the reasonable costs of design completed by the non-Federal interest before entering into a written agreement with the Secretary;

WHEREAS, Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103, provides that credits and reimbursements afforded for all applicable general authorities and under specific project authority shall not exceed $100,000,000 for all applicable programs and projects in each fiscal year;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") for the provision of design and construction assistance for the *Project*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962-Sb), provides that this Agreement shall be enforceable in the appropriate district court of the United States; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean design and construction of approximately 4,500 lineal feet of new water intake piping and upgrades to the existing drinking water treatment facility in the City of Ashland, Wisconsin as generally described in the Letter Report for Ashland Water Intake, City of Ashland, Wisconsin, dated March 2020 and approved by the Commander, Detroit District on, 2020.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement that the District Engineer determines are directly related to design and construction of the *Project*. Subject to the provisions of this Agreement including audits conducted in accordance with Article IX.B. of this Agreement to determine the reasonableness, allocability, and allowability of such costs, the term shall include, but is not necessarily limited to: the costs of the Non-Federal Sponsor's *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement, but not to exceed 6 percent of *local construction costs of the Project*; the Non-Federal Sponsor's design costs incurred after the effective date of this Agreement; the Government's costs of review in accordance with Article II.A.1. of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's costs of inspection in accordance with Article II.A.6. of this Agreement; the Government's costs of technical assistance in accordance with Article II.A.1. and Article II.A.6. of this Agreement; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIII.A.1. and Article XII.A.2. of this Agreement; the Non-Federal Sponsor's and the Government's costs of historic preservation activities in accordance with Article II.P. of this Agreement; the Non-Federal Sponsor's construction costs; the Non-Federal

Sponsor's supervision and administration costs; the Non-Federal Sponsor's costs of identification of legal and institutional structures in accordance with Article II.J. of this Agreement not incurred pursuant to any other agreement for the *Project*; the Non-Federal Sponsor's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs; and any other costs incurred by the Government pursuant to the provisions of this Agreement. The term does not include any costs of activities performed under any other agreement for the *Project*; any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of establishment and maintenance of legal and institutional structures in accordance with Article II.J. of this Agreement; any costs of *betterments*; any costs incurred in advertising and awarding any construction contracts prior to the effective date of this Agreement; any construction costs incurred prior to the effective date of this Agreement; any interest penalty paid in accordance with Article V.B.4. of this Agreement; any costs of dispute resolution under Article VI of this Agreement; the Government's costs for data recovery activities in accordance with Article II.P. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.E. or Article XII or Article XIII.C. of this Agreement, whichever is earlier.

D. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

E. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

G. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

H. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

I. The term "*sufficient invoice*" shall mean submission of all of the following three items:

(1) a written certification by the Non-Federal Sponsor to the Government that it has made specified payments to contractors, suppliers, or employees for performance of work in accordance with this Agreement, or a written certification by the Non-Federal Sponsor to the Government that it has received bills from contractors, suppliers, or employees for performance of work in accordance with this Agreement; (2) copies of all relevant invoices and evidence of such payments or bills received; and (3) a written request for reimbursement for the amount of such specified payments or bills received that identifies those costs that have been paid or will be paid with *Federal program funds*.

J. The term "*Section 154 Program Limit*" shall mean the amount of Federal funds authorized to be appropriated for the Section 154 Program. As of the effective date of this Agreement, such amount is $60,000,000.

K. The term "*Section 102 Limit*" shall mean the annual limit on credits and reimbursements imposed by Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103.

L. The term "*pre-Agreement design work*" shall mean the work performed prior to the effective date of this Agreement by the Non-Federal Sponsor that is directly related to design of the *Project* and that was not performed pursuant to any other agreement for the *Project*.

M. The term "*local construction costs of the Project*" shall mean costs incurred by the Non-Federal Sponsor that are included in *total project costs* minus: the value of lands, easements, rights-of-way, and *relocations* and the costs of permits included in *total project costs* as determined in accordance with Article IV of this Agreement; and the costs attributable to design of the *Project* included in *total project costs* as determined in accordance with Article II.C. and Article II.N. of this Agreement.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. Using its funds, the Non-Federal Sponsor expeditiously shall design and construct the *Project* in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor shall require all contractors to whom it awards design contracts to provide 30 percent and 100 percent design information to enable in-progress review of the design. The Government may participate in the review of the design at each stage of completion and may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. The Government shall perform a final review to verify that the design is complete and is necessary for the *Project*. Upon completion of design, the Non-Federal Sponsor shall furnish the District Engineer with copies of the completed design.

2. Using information developed by the Non-Federal Sponsor, the Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA"). The Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using the Non-Federal Sponsor's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Non-Federal Sponsor shall obtain all permits and licenses necessary for the design and construction of the *Project* and, in the exercise of its rights and obligations under this Agreement, shall comply with all applicable Federal, state, and local laws, regulations, ordinances, and policies including the laws and regulations specified in Article XI of this Agreement. As necessary to ensure compliance with such laws, regulations, ordinances, and policies, the Non-Federal Sponsor shall include appropriate provisions in its contracts for the design and construction of the *Project*.

4. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *Project*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government, but the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Non-Federal Sponsor.

5. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract for the *Project*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

6. The Government may perform periodic inspections to verify the progress of construction and that the work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. Further, the Government shall perform a final inspection to verify the completion of construction of the entire *Project* or completed portion thereof as the case may be. The Non-Federal Sponsor hereby gives the Government a

right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing such inspections.

B. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Non-Federal Sponsor and the Government jointly determine to be required or to be necessary for construction, operation, and maintenance of the *Project*. In addition, the Non-Federal Sponsor shall obtain all permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands.

C. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor that the District Engineer determines are directly related to design and construction of the *Project*, subject to the conditions and limitations of this paragraph.

1. Pursuant to paragraph A.6. of this Article, all work performed by the Non-Federal Sponsor for the *Project* is subject to on-site inspection and determination by the Government that the work was accomplished in a satisfactory manner and is suitable for inclusion in the *Project*.

2. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article IX.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

3. No costs shall be included in *total project costs* for any construction of the *Project* that was performed prior to compliance with all applicable environmental laws and regulations, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

4. In the performance of all work for the *Project*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq*.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti- Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of costs for construction in *total project costs* may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the work is completed and the time the costs are included in *total project costs*.

6. The Government shall not include in *total project costs* any costs paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*.

D. The Government shall reimburse the Non-Federal Sponsor, in accordance with Article V.B. of this Agreement, the amount necessary so that the Federal contribution towards *total project costs* equals 75 percent; however, any reimbursement by the Government is subject to the availability of funds and is limited by the *Section 154 Program Limit*.

E. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, $45,722,302 of Federal funds have been provided by the Congress of the United States (hereinafter the "Congress") for the Section 154 Program of which $1,900,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 154 Program or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article II.P of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing within 30 calendar days of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, the Government's future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XII.B. of this Agreement. However, if the Government cannot make available sufficient Federal funds to meet the Federal share of *total project costs* in the then-current *fiscal year* solely due to the *Section 102 Limit*, only the Government's future performance related to reimbursement pursuant to paragraph D. of this Article shall be suspended.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 154 Program has reached the *Section 154 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 154 Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article II.P. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 154 Program Limit*,

the parties shall terminate this Agreement and proceed in accordance with Article XII of this Agreement.

F. During the *period of design and construction*, the Non-Federal Sponsor shall prepare and furnish to the Government for review a proposed Operation, Maintenance, Repair, Rehabilitation and Replacement Manual (hereinafter the "OMRR&R Manual"). The failure of the Non-Federal Sponsor to prepare an OMRR&R Manual acceptable to the Government shall not relieve the Non-Federal Sponsor of its responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the entire completed *Project*, or any completed portion thereof as the case may be, in accordance with the provisions of this Agreement.

G. Upon completion of construction and final inspection by the Government in accordance with paragraph A.6. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, in accordance with Article VII of this Agreement. Further, after completion of all contracts for the *Project*, copies of all of the Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Government.

H. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article V.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

I. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan. Such plan shall include necessary design, completion of all necessary NEPA compliance, preparation of appropriate engineering plans and specifications, preparation of an OMRR&R Manual, and any other matters related to design and construction of the *Project* in accordance with this Agreement.

J. The Non-Federal Sponsor shall identify, establish, and maintain such legal and institutional structures as are necessary to ensure the effective long-term operation of the *Project*. The Non-Federal Sponsor shall provide to the Government a description of such legal and institutional structures and such descriptions shall be included in the OMRR&R Manual prepared by the Non-Federal Sponsor. The Non-Federal Sponsor's costs of identification of such legal and institutional structures shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. The Government shall have no obligation under this Agreement for any costs of establishment and maintenance of such legal and institutional structures.

K. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*.

L. The Non-Federal Sponsor may request the Government to acquire lands, easements, or rights-of-way or to perform *relocations* for the *Project* on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the services performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article V.D. of this Agreement. Notwithstanding the acquisition of lands, easements, or rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIII.C. of this Agreement.

M. In the event that the Non-Federal Sponsor elects to include *betterments* in the design or construction of the *Project* during the *period of design and construction*, the Non-Federal Sponsor shall notify the Government in writing and describe the *betterments* it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to *betterments*, including costs associated with obtaining permits therefor, and shall pay all such costs without reimbursement by the Government.

N. The Government shall determine and include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor for *pre-Agreement design work*, subject to the conditions and limitations of this paragraph, that have not been incurred pursuant to any other agreement for the *Project* but not to exceed 6 percent of *local construction costs of the Project*. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *pre-Agreement design work*.

1. *Pre-Agreement design work* shall be subject to a review by the Government to verify that the work was accomplished in a satisfactory manner and is necessary for the *Project*.

2. Where the Non-Federal Sponsor's cost for completed *pre-Agreement design work* is expressed as fixed costs plus a percentage of construction costs, the Non-Federal Sponsor shall renegotiate such costs with its Architect-Engineer based on actual costs.

3. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article IX.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

4. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* pursuant to this paragraph are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *pre-Agreement design work* was completed and the time the costs are included in *total project costs*.

5. The Government shall not include in *total project costs* any costs for *pre-Agreement design work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*.

O. In addition to the ongoing, regular discussions of the parties in the delivery of the *Project*, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in the construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

P. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the *Project* may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the *Project*, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507, and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Non-Federal Sponsor and the Government jointly shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the lands, easements, and rights-of-way jointly determined to be required. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor’s own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Non-Federal Sponsor and the Government jointly determine the Non-

Federal Sponsor must provide for that work and shall certify in writing to the Government that said interests have been acquired. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Non-Federal Sponsor and the Government jointly shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the *relocations* jointly determined to be necessary. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Non-Federal Sponsor and the Government jointly determine to be necessary for that work and certify in writing to the Government that said work has been performed. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* necessary for construction, operation, and maintenance of the *Project*.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS AND COSTS OF PERMITS

A. The Government shall include in *total project costs* the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor and the Government jointly determine must be provided by the Non-Federal Sponsor pursuant to Article III.A. of this Agreement and the value of the *relocations* that the Non-Federal Sponsor and the Government jointly determine must be performed by the Non-Federal Sponsor or for which it must ensure performance pursuant to Article III.B. of this Agreement. The Government also shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement that are necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands. However, the Government shall not include in *total project costs* the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. Further, the Government shall not include in *total project costs* the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* or the costs of obtaining permits paid using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*. Finally, no value or costs of such items shall be included in *total project costs* pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value or costs in excess of 25 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A. or Article III.B. of this Agreement and to determine the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and the reasonable costs for obtaining such permits and include in *total project costs* the amount of such value and costs that does not exceed 25 percent of *total project costs*.

C. For the sole purpose of determining the value to be included in *total project costs* in accordance with this Agreement and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the *Project*, or, if the Non-Federal Sponsor performs the construction using its own forces, the date that the Non-Federal Sponsor begins construction of the *Project*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide a copy of each appraisal to the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Non-Federal Sponsor and the Government jointly determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. <u>Incidental Costs</u>. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals prepared for review by the Government pursuant to paragraph C.2.a. of this Article subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of costs.

5. <u>Waiver of Appraisal</u>. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is $10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Wisconsin would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. The value to be included in *total project costs* for *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq*.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of the value of *relocations* in *total project costs* may be denied, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.L. of this Agreement, acquires lands, easements, or rights-of-way or performs *relocations*, the value to be included in *total project costs* in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article V.D. of this Agreement. In addition, the value to be included in *total project costs* in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.L. of this Agreement subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of costs.

F. The Government shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor pursuant to Article II.B. of this Agreement that are associated with obtaining permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands, subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of costs.

ARTICLE V - METHOD OF PAYMENT

A. The Non-Federal Sponsor shall provide the Government with such documents as are sufficient to enable the Government to maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement, and the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be $2,533,333; the Government's share of *total project costs* is projected to be $1,900,000; the Non-Federal Sponsor's share of *total project costs* is projected to be $633,333; *total project costs* to be incurred by the Government are projected to be $0; *total project costs* to be incurred by the Non-Federal Sponsor are projected to be $2,533,333; total reimbursements in accordance with paragraph B.2. of this Article are projected to be $1,900,000; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement is projected to be $0; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement are projected to be $140,000; the Government's share of financial obligations for data recovery activities pursuant to Article II.P. of this Agreement is projected to be $0; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article II.P. of this Agreement is projected to be $0; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement are projected to be $0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By October 1, 2020 and by each monthly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Government's share of *total project costs*; the Non-Federal Sponsor's share of *total project costs*; *total project costs* incurred by the Government; *total project costs* incurred by the Non-Federal Sponsor; total reimbursements paid to the Non-Federal Sponsor; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement; the Government's share of financial obligations for data recovery activities pursuant to Article II.P. of this Agreement; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article II.P. of this Agreement; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement.

B. The Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor, in accordance with the provisions of this paragraph, the amount required pursuant to Article II.D. of this Agreement.

1. Periodically, but not more frequently than once every 30 calendar days, the Non-Federal Sponsor shall provide the Government with a *sufficient invoice* for costs the Non-Federal Sponsor has incurred for the *Project*.

2. Upon receipt of such *sufficient invoice*, the Government shall review the costs identified therein and shall determine: (a) the amount to be included in *total project costs*, subject to the limitations in Article II.C. of this Agreement; (b) the total costs incurred by the parties to date (including the value of lands, easements, rights-of-way, and *relocations*, and the costs of permits determined in accordance with Article IV of this Agreement); (c) each party's share of *total project costs* and the costs of data recovery activities in accordance with Article II.P. of this Agreement incurred by the parties to date; (d) the costs incurred by each party to date; (e) the total amount of reimbursements the Government has made to date in accordance with this paragraph; (f) the balance of Federal funds available for the *Project*, as of the date of such review; (g) the amount of reimbursement, if any, due to the Non-Federal Sponsor; and (h) the amount that actually will be paid to the Non-Federal Sponsor (hereinafter the "payment amount") if the amount of reimbursement determined above cannot be fully paid due to an insufficiency of Federal funds or the limitations of the *Section 154 Program Limit* or the *Section 102 Limit*.

3. Within 30 calendar days after receipt of the *sufficient invoice* provided in accordance with paragraph B.1. of this Article (hereinafter the "payment period"), the Government shall: furnish the Non-Federal Sponsor written notice of the determinations made in accordance with paragraph B.2. of this Article; provide an explanation, if necessary, of why the payment amount is less than the amount of reimbursement determined due to the Non-Federal Sponsor; and make a payment to the Non-Federal Sponsor equal to the payment amount.

4. If the payment amount is not paid by the end of the payment period, the designated payment office shall credit to the Non-Federal Sponsor's account an interest penalty on the payment amount, without request from the Non-Federal Sponsor. Unless prescribed by other Federal authority, the interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the first day after the end of the payment period.

a. The interest penalty shall accrue daily from the first day after the end of the payment period through the date on which the payment is made. Accruals shall be compounded at 30 calendar day intervals through the date on which the payment is made.

b. The interest penalty shall not accrue, nor be compounded, during suspension of all of the Government's future performance or during suspension of only the Government's future performance to provide reimbursement. Further no interest penalty shall accrue, nor be compounded, upon termination of this Agreement under Article XII of this Agreement.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Government's total required shares of *total project costs* and the costs of any data recovery activities exceed the Government's total contributions provided thereto, the Government, no later than 90 calendar days after completion of the interim or final accounting, as applicable, shall make a payment to the Non-Federal Sponsor, subject to the availability of funds and as limited by the *Section 154 Program Limit* and the *Section 102 Limit*, in an amount equal to the difference.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Government for *total project costs* and the costs of any data recovery activities exceed the Government's total required shares thereof, the Non-Federal Sponsor shall refund the excess amount to the Government within 90 calendar days of the date of completion of such accounting by delivering a check payable to "FAO, USAED, DETROIT, H7" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event the Government is due a refund and funds are not available to refund the excess to the Government, the Non-Federal Sponsor shall seek such appropriations as are necessary to make the refund.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.L. of this Agreement for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of such work. No later than 60 calendar days prior to the Government incurring any financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such work by delivering a check payable to "FAO, USAED, DETROIT, H7" to the District Engineer, or verifying to the

satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or by providing an Electronic Funds Transfer of the required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in paragraph D.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such work from being conducted in a timely manner, the Government shall conduct an interim accounting of such work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceed the total contribution of funds provided by the Non-Federal Sponsor for such work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, DETROIT, H7" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-

Federal Sponsor exceeds the total obligations for such work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII – OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon completion of construction and final inspection by the Government in accordance with Article II.A.6. of this Agreement, the Non-Federal Sponsor, pursuant to Article II.G. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

ARTICLE VIII – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the *Project*. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in total project costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE X – APPLICABLE FEDERAL LAWS AND REGULATIONS

In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto; and 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act).

ARTICLE XI - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend the Government's future performance under this Agreement.

B. In the event all of the Government's future performance under this Agreement or only the Government's future performance to provide reimbursement is suspended pursuant to Article II.E.2. of this Agreement such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article II.P. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIII.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIII.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIII.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIII.C. of this Agreement; or 3) the Government terminates this Agreement in accordance with the provisions of Article XIII.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.E. or Article XIII.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement. The Government may reserve a percentage of total Federal funds made available for the *Project* as a contingency to pay costs of termination. Notwithstanding such termination, the Non-Federal Sponsor may continue with design and construction of the *Project*, at no cost to the Government.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.E. or Article XIII.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and coordination with the Government, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government jointly determine to be required for construction, operation, and maintenance of the *Project*, pursuant to Article III of this Agreement, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement or suspend its future performance under this Agreement, including reimbursement pursuant to Article II.D. of this Agreement.

D. In any event of discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Mayor
City of Ashland, Wisconsin
400 4th Ave West
Ashland, WI 54806

If to the Government:

Deputy District Engineer for Project Management
U.S. Army Corps of Engineers
477 Michigan Ave.
Detroit, MI 48226

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XV - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY	CITY OF ASHLAND, WISCONSIN
BY: ________________________	BY: ________________________
Gregory E. Turner Lieutenant Colonel, U.S. Army District Engineer	Debra Lewis Mayor
DATE: _____________________	DATE: _____________________

Find yourself next to the water.
ASHLAND
WISCONSIN

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

January 30, 2019

Mr. Paul Powell
US Army Corp of Engineers
477 Michigan Ave
Detroit, MI 48226-2550

RE: City of Ashland New Water Intake Project

Dear Mr. Powell;

The City of Ashland is interested in pursuing assistance and funding from the Army Corp's C-154-Northern Wisconsin Environmental Assistance program in order to support the construction of a new water intake facility and upgrade of the water treatment plant for the City's drinking water system. The construction of a new water intake are necessary to ensure the provision of safe, reliable, and high quality drinking water to the customers of the City of Ashland Water System, which include a mix of residential, commercial, and institutional entities (schools, child care centers, Memorial Medical Center, Northland College, etc).

The City's original water intake pipe was constructed in 1891 and generally consists of 24-inch cast iron pipe extending into the Chequamegon Bay of Lake Superior that terminates at an intake structure located 8 ft above the lake bottom. Initially, the intake pipe was constructed to a length of approximately 4,000 ft from shore, allowing source water to be drawn from a location with a depth of approximately 30-35 ft to promote better water quality. In 1922 a ship seeking shelter in Chequamegon Bay during a storm dragged its anchor through the intake pipe at approximately 1,950 ft from shore, cutting the pipe in half. The current intake structure was reconstructed at the location of the break, meaning source water was, and still is, drawn approximately 1,950 ft from shore and at a depth of 23-25ft of water, depending on seasonal lake levels.

The proposed intake piping will be constructed 200 ft east of the existing intake piping and extend at least 4,500 ft into Chequamegon Bay, beyond the existing breakwater, as shown in the attached figure. The piping for the new intake structure will consist of 24" high density polyethylene (HDPE) and include internal tubing for chemical treatment/control of mussels. A 2017 Preliminary Engineering Report completed on behalf of the City's Public Works Department for upcoming capital needs identified the probable cost of the project as $2.5 million.

The cast iron water intake piping is 130 years old and has lasted 80 years past its expected useful life of 100 years. Preventative replacement would avoid costly and reoccurring repairs as the location of the intake piping requires specialized personnel capable of diving and performing underwater repairs. Current City staff does not have the knowledge and skill to effectively complete emergency repairs.

The intake piping and structure are the City's only source of water supply, presenting potential issues with source reliability and preventing the completion of recommended maintenance activities, such as pipe flushing or cleaning. In 2015, the City experienced the formation of frazil ice over the intake, which temporarily prevented water supply from being drawn through the intake and heightened concerns about providing adequate redundancy for source water supply. The State of Wisconsin Department of Natural Resources (WDNR) recommended the construction of an additional, or new, water intake facility to City officials in a letter dated July 6, 2017, following a sanitary survey of the Ashland Water System. The construction of new intake piping and structure would allow the City to maintain the existing intake facility as an emergency water source. The current emergency water source is the "J Well", a round brick building, over 100 years old that is fed by 22+ artesian wells. The quantity of water provided by the "J Well" is unknown and its use requires the installation of temporary pumps and piping. The presence of a reliable standby emergency surface water source would also allow the primary intake to be periodically taken out of service for inspection, maintenance, and repair.

Although reconstruction of the intake facility effectively extended the useful life of the intake piping following the 1922 shipping accident, the location of the intake structure in relatively shallow water (23-25 ft depth) only 1,950 ft from shore providing source water with some quality concerns. The original 4,000 ft intake was intended to extend the location of the water source to a depth in the Bay that would provide higher quality water. Chequamegon Bay is susceptible to changes in water quality at the location of the current intake, namely the increase levels of silt following rain events, which enters the Bay as a result of surface runoff and stormwater outfalls. The presence of silt in the source water requires the periodic addition of coagulant as part of the treatment process, more frequent cleaning of membrane filters in the treatment plant, and a decrease in the useful lifetime of the filters.

In addition, the presence of cyanobacteria has recently been noted in parts of Lake Superior close to Chequamegon Bay and it is suspected that the shallow depth of the existing intake leaves the City's water supply susceptible to contamination. The current water treatment facility does not have the capability to treat the toxins created by cyanobacteria bloom if one were to occur in the Chequamegon Bay. Over the past three years, representatives from the University of Minnesota Duluth and the National Park Service have been studying the presence of cyanobacteria bloom along the southern shore of Lake Superior. These blooms are thought to occur form the large rain and runoff events that have happened over the past four years. Based on water current studies performed by Northland College and the amount of silt seen in the Bay after these rain events, it is thought these blooms could happen in the Bay near the water intake pipe. Preventative measures are necessary to ensure safe drinking water to City residents.

Construction of new intake piping and the location of a new intake structure extending approximately 4,500 ft into Chequamegon Bay would allow source water to be drawn from a deeper depth, where the source water would be less susceptible to the influence of silt, cyanobacteria and onshore sources of contamination. In addition, reducing the need for coagulant, less frequent cleaning of membrane filters and increasing the useful life of the filters would significantly reduce operation and maintenance costs associated with the water treatment process. Preventative replacement of the intake piping and structure is recommended not only to avoid significant disruptions in water service and costly emergency repairs but also to enhance the City's ability to provide safe clean drinking water to the residents of the City of Ashland.

We sincerely hope that the Army Corp will chose to support City of Ashland's New Water Intake and Upgrade of the Water Treatment Facility Project in order to encourage the continued provision of safe, reliable, and high water drinking water to the citizens, businesses, and critical institutions that comprise our community.

Sincerely,

John Butler
2019.01.30
16:28:36 -06'00'

John Butler, P.E.
Public Works Director
City of Ashland
715-682-1648
jbutler@coawi.org


Proposed
Water
Intake
Existing
Water
Intake
Water
Treatment
Plant
Superior
MONKS LN
ST. CLAIRE ST
N 9TH AVE E
FRONT ST
3RD ST E
5TH ST E
6TH ST E
14TH AVE E
7TH AVE E
2ND AVE E
3RD ST E
4TH ST E
3RD AVE W
WILLIS AVE
11TH AVE E
11TH ST E
21ST AVE E
22ND AVE E
26TH AVE E
MAIN ST E
KNIGHT RD
JONES RD

SUBJECT: **Approve the Purchase of a New Fire Engine for the Ashland Fire Department** ***(Fire Department)*** **Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief
Administrator
Finance Director

EXHIBITS: 1. Rosenbauer Proposal/Purchase Order

EXPENDITURES REQUIRED: $647,747

AMOUNT BUDGETED: $650,000 2020 Capital Projects

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 15, 2020 that Rosenbauer Minnesota LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: A goal of the Utilities and Community Facilities chapter (Chapter 5) of the City's Comprehensive Plan of Record is "*to provide a well-maintained infrastructure that provides health, education, telecommunication and safety and security services for all residents and visitors." Objective 1.3 of the chapter notes that the community needs to "ensure that City fire, police, and emergency services equipment adequately provides for the personal safety of all persons and for preservation of property."*

SUMMARY STATEMENT:

Two of the Fire Department's Fire Engines have reached the end of their reliable service life. Engine 2 is 32 years old, while Engine 3 is 41 years old. Both engines are overdue for replacement, especially when compared to National Fire Protection Association (NFPA) recommendations. NFPA (Annex D) recommends fire apparatus that is greater than 15 years old be used in a reserve type status and fire apparatus over 25 years old should be replaced.

Replacement parts are becoming very difficult to source for both engines, while some are non-existent for Engine 3. Repair costs continue to increase annually for both engines. Realizing fiscal restraints to the city continue, the decision to replace both engines at this time is unrealistic. Replacing both engines with one new reliable engine seems to be a fiscally responsible option at this time. This will also help to reduce fleet maintenance costs in the future by reducing the engine fleet from three to two. The department's current front line engine-Engine 1 is 17 years old, this will become the second-out engine, while the new engine will be placed into the front line position. Engine 1 will reliably fill the position of second-out response for many years to come.

The Ashland Fire Department requested proposals from manufactures working through the Sourcewell Cooperative Purchasing Program, which solicits competitive cooperative purchasing contracts for government entities. After extensive research of the products, warranties, and manufacturer abilities, Rosenbauer is believed to be the best value for the service life of the engine. The Rosenbauer proposal includes a Rosenbauer Commander Fire Engine (Exhibit A). The Rosenbauer includes a lifetime structural warranty on the fire-truck body (rear portion that includes the compartments). This provides an option to move the fire-truck body onto a new chassis providing a potential cost savings when the fire engine is due for replacement.

If the chassis progress payment of $273,101.00 is made upon completion at the plant in Minnesota, a price reduction of $10,485.00 will be applied to the final cost of the truck.

The Ashland Fire Department will work to sell Engine 2 and Engine 3. It is unknown what each engine will sell for on the used market.

The Fire Chief recommends the purchase of a new Rosenbauer Fire Engine as listed in the proposal in an effort to meet the needs of the community and the department for today and into the future. The new engine will increase the ability of the department to provide reliable service and increase the safety of the firefighters and the community.

PURCHASE ORDER

Purchaser			SUPPLIER	
Member #	178261		**Contract #**	Sourcewell Contract #: 022818-RSB
Purchaser:	City of Ashland Fire Department		**Supplier:**	Rosenbauer Minnesota, LLC
Address 1:	215 Sixth Street East		**Address 1:**	5180 260th Street
Address 2:			**Address 2:**	PO Box 549
City, State, Zip:	Ashland , Wisconsin 54806		**City, State, Zip:**	Wyoming, MN 55092

Purchase Order Number:	4142020	**Delivery in Calendar Days:**	365
Date:	4/3/2020		

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	$647,747.00	$647,747.00
The Price includes the requested $10,500.00 Shelving Allowance, the $7,800.00 of Listed Loose Equipment, Training, Inspection Trips, Dealer supplied Loose Equipment, 2-Way Radio and the requested 2.5% Contingency Fund. The 2.5% Fund totalled $ 15,798.00.			
*Note: If chassis amount of $273,101.00 is paid upon arrival at our plant in Minnesota, deduct $10,485.00 each			
TOTAL			$647,747.00

NOTES:	

Rosenbauer Dealer :	Jefferson Fire & Safety, Inc.
Salesperson:	Doug Quam
Signature:	

Purchaser:	City of Ashland Fire Department
Print Name:	
Title:	
Date	
Signature:	

APPENDIX C
CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significate design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1
All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2
All changes are subject to a 25% mark-up, as well as a $250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3
All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a $250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4
Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a $500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: ______________________________