

July 14, 2020 City Council and Committee of the Whole Meetings
5:30 PM - 8:30 PM (CDT)

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ASHLAND CITY COUNCIL MEETING
Tuesday, July 14, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. June 30, 2020 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

7. NEW BUSINESS

**A. Approve to Accept a Grant from Wisconsin Coastal Management for Kreher Park
Redevelopment : Public Access (*Parks*) Voice**

- B. Approve to Accept a Sport Fish Restoration Grant from the US Fish and Wildlife Service and Wisconsin Department of Natural Resources for the Ashland Ore Dock Redevelopment: Diamond Access (*Parks*) Voice**
- C. Approve a Grant Agreement between the State of Wisconsin Department of Administration, Division of Intergovernmental Relations, Wisconsin Coastal Management Program and the City of Ashland for Unified Development Ordinance Updates (*Planning*) Voice**
- D. Approve a Resolution to Set a Public Hearing Date for the Vacation of That Part of 44th Avenue East Lying between Lot 8 Block 3 and Lot 1 Block 4, all in Lake View Addition, City of Ashland, Ashland County, Wisconsin (*Planning*) Voice**
- E. Approve the State Municipal Agreement (SMA), Dated April 30, 2020 for the Waterfront Access Road Reconstruction Project (*Public Works*) Roll**
- F. Approve Entering into a Contract with Ayres Associates Inc for Design Engineering Services on the Bike and Pedestrian Facility Improvement Project (*Public Works*) Roll**
- G. Approve a Class B Fermented Malt Beverage License Application for Deepwater Grille at 717 Main Street West, Ashland, WI, and Its Agent, Mark Gutterer (*Clerk*) Voice**

8. ADJOURNMENT

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

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

June 30, 2020 City Council and Committee of the Whole Meetings

Tue, Jun 30, 2020 5:30 PM - 8:30 PM (CDT)

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, June 30, 2020 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, June 30, 2020 Ashland City Council meeting was called to order by Mayor Debra Lewis, via GoTo Meeting at 5:30 p.m.

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

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

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

ABSENT: Holly George (excused)

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, Parks Director Sara Hudson, and several concerned citizens.

2. APPROVAL OF AGENDA

Moore moved to approve the agenda with a change to address Agenda Item J before Item I; Franek seconded the motion. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. June 9, 2020 City Council Meeting Minutes

Kevin Haas moved, seconded by Wahsayah Whitebird to approve. The motion passed unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Kiersten Galazen of Chequamegon Food Cooperative, spoke in support of the applied for Class A Intoxicating Beverage license.

John Adams, 30900 County Hwy C, Washburn and representative of Chequamegon Food Cooperative, spoke in support of the applied for Class A Intoxicating Beverage license.

Zygmund Jablonski, 916 6th Avenue West, spoke against the agenda item regarding allowing the Mayor power of authority in the absence of County Health Authority.

Ed Monroe, 614 10th Avenue West, spoke against the creation of an ordinance regarding drones.

Scott Bretting, 6758 Bayfront Road, talked of both the agenda item regarding allowing Mayoral power at time of pandemic, and regarding the increase of mobile food vendors in the community.

Dawn Berglund, 912 3rd Street West, noted concern of allowing Mayoral power and at what point this would take effect.

Mary McPhetridge of Ashland Chamber of Commerce, concerned of allowing Mayoral powers and the effect on local businesses.

Laura Nagro, President of Chequamegon Food Cooperative, requested consideration to approve the application for an alcohol license.

Michael Parent, member of the Chequamegon Food Cooperative, asked for support for their alcohol beverage license application.

5. MAYOR'S REPORT

A. Recognition of Retiring Police Chief Jim Gregoire

Mayor Lewis honored retiring Police Chief Jim Gregoire after nearly 25 years of public service.

B. Announcements

Lewis announced that the Police and Fire Commission appointed Captain Bill Hagstrom as Interim Police Chief, and will be meeting again in early July to begin discussion regarding hiring a new Chief. She invited citizens and council for dialog regarding community policing. The DNR will be holding a hearing tomorrow to discuss ongoing Enbridge pipeline progress.

C. Appointments

The Mayor is recommending approval of the appointments as follows:

B.A.R.T. Board

Carl Doersch, re-appointment, term ends July 14, 2022

Board of Review

Ryan Long, re-appointment, term expires: June 10, 2025

Board of Zoning Appeals

David Eades, re-appointment, term expires, July 14, 2023

Alex Mohrbacher, replacing Michael Hines, term expires, July 9, 2022

Harbor Commission

Keith Igo, re-appointment, term expires: July 31, 2023

Gary Leino, re-appointment, term expires: July 2023

Police and Fire Commission

Ed Monroe, re-appointment, term expires May 5, 2025

Pufall noted that Mr. Igo resigned from the Harbor Commission. Moore moved, seconded by Haas to approve the remaining appointments. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

B. Approve a Class B Combination Alcohol Beverage License for Anchor Islands LLC, 315 Turner Avenue, Ashland, WI, and its Agent Michele Tegen (Clerk)

- C. Approve a Class A Fermented Malt Beverage and Class C Wine Alcohol Beverage License for Starlit Gardens, 210 Main Street West, Ashland, WI, and its Agent Anna M Hill (Clerk)**

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

7. NEW BUSINESS

- A. Approve to Apply for a USDA Grant for Cooperative Agreement for Community Compost and Food Waste Reduction (Parks) Voice**

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

- B. Approve to Create Chapter 50, Ashland City Ordinances, Ordinance to Create a Main Street Board (Planning) Roll**

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

- C. Update on Sanitary Sewer Investigations and Improvements (Director of Public Works)**

Public Works Director John Butler offered a presentation to Council to update the progress made of the City's I&I system.

- D. Approve a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Environmental Improvement Fund for the 2021 Sanitary Sewer Rehabilitation & Replacement Project (Public Works) Roll**

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

- E. Approve Ratification of the Purchase of Three (3) Pumps from Xylem Water Solutions USA by the Waste Water Utility (Public Works) Voice**

Charlie Ortman moved, seconded by Jackie Moore to approve. The motion passed unanimously by voice vote.

- F. Approve a Resolution Adopted by the Common Council for the City of Ashland Pursuant to Section 62.15(1b) WI Statutes to Declare an Emergency for the Purpose of Permitting the Timely Repairs of a Portion of the City's Sanitary Sewer between MacArthur Ave and 9th Avenue West South of 11th Street (Public Works) Voice**

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

G. Approve the Revised State Municipal Agreement (SMA), Dated May 20, 2020, for the Highway 13 Pavement Replacement Project and the State/Municipal Maintenance Agreement (SMMA) for State Highway 13 (*Public Works*) Roll

Kevin Haas moved, seconded by Charlie Ortman to approve . The motion passed unanimously by roll call vote.

H. Approve to Award the Base Bid Contract to Northwoods Paving Inc. for the 2020 Road Resurfacing Project (*Public Works*) Roll

Dick Pufall moved, seconded by Jackie Moore to approve . The motion passed unanimously by roll call vote.

I. Approve a Class B Combination Fermented Malt Beverage and Intoxicating Liquor License for Nick McGee at Spot Bar, 116 N 14th Avenue East, Ashland, and its Agent Nick McGee (*Clerk*) Voice

Ortman moved, seconded by Haas to approve. The motion passed 9-1 by voice vote; MacKenzie opposed.

J. Approve an Ordinance to Amend Chapter 922 (1488) Ashland City Ordinances, Alcohol Beverage Licenses, to Increase the Quota for "Class A" Intoxicating Liquor Licenses from Four (4) to Five (5), and Approve the Class A Intoxicating Liquor License Application for Chequamegon Food Cooperative at 700 Chapple Avenue, and its Agent Kiersten Galazen (*Clerk*) Roll

Charlie Ortman moved, seconded by Wahsayah Whitebird to approve . The motion passed 9-0 by roll call vote; Jackson abstained.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on June 30, 2020 immediately following the City Council meeting which begins at 5:30 PM in the Ashland City Hall Council Chambers.

The following items will be considered:

The Tuesday, June 30, 2020 Ashland Committee of the Whole meeting was called to order by Council President Kevin Haas via GoTo Meeting at 7:05 p.m.

1. Roll Call

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

ABSENT: Holly George (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Police Chief James Gregoire, Planning Director Megan McBride, and other concerned citizens.

2. Council President's Report

Haas thanked retiring Police Chief Jim Gregoire and congratulated him on his retirement. He also thanked Lewis for bringing forward the idea of opening discussion of policing in the community.

3. Administrator's Report

Kucera also offered his appreciation to retiring Police Chief Jim Gregoire. He offered an update regarding the COVID status in the community and State overall. He also explained the plans to reopen City Hall and other public facilities next week.

4. Approval of Agenda

Pufall moved, seconded by Franek to approve the agenda. The motion carried unanimously by voice vote.

5. Committee Updates

Harbor Commission: Pufall - slip rental has been slow.

Plan Commission: MacKenzie - discussed the potential of apartments dedicated to low income housing.

Police & Fire: Lewis - appointed Capt. Bill Hagstrom as interim Police Chief; meeting next week to begin search process for new Chief.

Library Board: Jackson -

Housing Authority: Franek - working toward getting assistance for local foster children.

Housing Committee: Tochtermann - discussed potential of and RFP for Timeless Timber site, and grant funding.

Parks and Rec Committee: Haas - working on bike/pedestrian plan and special event policy updates

Public Works Committee: Moore - discussed paving gravel roads, and financing roadway options.

Sustainability Committee: Ullman - needed to reschedule last meeting.

Historic Preservation Committee: Franek - meeting scheduled for August.

Disabled Parking Committee: Whitebird - no report

Source Water Protection Committee: Ortman - no report

6. Discussion Items

A. Discussion and Possible Action to Enact a Local Ordinance to Regulate Drones in Residential Neighborhoods (*Mayor*)

Franek moved, seconded by Ortman for Ed Monroe to speak to Council. This motion carried unanimously by voice vote.

Lewis moved, seconded by Ullman to recognize Erika Hannickel to speak to Council. This motion carried unanimously by voice vote.

Ullman moved, seconded by Jackson to table discussion to the July 28, 2020 Committee of the Whole meeting, and direct the Mayor draft an ordinance to be reviewed. This motion carried 9-1 by voice vote; MacKenzie opposed.

B. Discussion and Possible Action Regarding Implementing an Ordinance Requiring Water Lateral Replacement of Properties Directly Involved with Road Reconstruction (*Mayor*)

Ullman moved, seconded by Moore to instruct the Mayor to bring forward a drafted ordinance to be reviewed at the next meeting (July 14, 2020 Committee of the Whole). The motion carried unanimously by voice vote.

C. Discussion and Possible Action to Enact a Local Ordinance to Empower Municipal Power to Issue Emergency Orders by the City of Ashland under Wisconsin State Statute 323 in the Absence of County Health Officer Order (*Mayor*)

Ullman moved, seconded by Moore to extend the meeting by approximately five minutes to allow Council to complete discussion of the final item. The motion carried unanimously by voice vote.

Tochtermann moved, seconded by Franek to instruct the Mayor to draft an ordinance to review at the next meeting (July 14 Committee of the Whole). The motion carried unanimously by voice vote.

7. Adjournment

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

None moved, seconded by None to adjourn. The motion carried unanimously by voice vote.

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City of Ashland – Public Works Committee Meeting

Thursday, March 12, 2020 at 5:30 p.m.

Public Works Conference Room

Agenda Item 1: Roll Call

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

Absent: Melodie Phipps, Bill Kurtz (excused)

Agenda Item 2: Approval of Previous Meeting Minutes

Phil moved, seconded by Ed to approve the minutes from the February 13, 2020 Public Works Committee Meeting. Motion carried.

Agenda Item 3: Citizen Participation

None

Agenda Item 4: Unfinished Business

None

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

- a. **Operations Update:** Staff is beginning to prepare for summer operations, pothole patching. Utility staff is completing repairs to pumps in the retention basin. The department is preparing the Vaughn Ave & 7th Street W Reconstruction Project for bid, along with the Pearson Plaza Project, 2020 Sewer Televising Project.

Agenda Item 6: New Business

- a. **Clarifications on WiDOT's project – (Ellis Ave) Roadway Improvement Project for Construction in 2024** – After further discussion with WiDOT it was determined that the SMA that was approved by the City Council was not the correct SMA and that new one is being developed. The scope of work will include pavement replacement. A new SMA will go to the council at a later date.
- b. **Discussion on the Storm Drain Awareness Project – Melodie Phipps** – Melodie was absent from the meeting this item will move forward to the next PW meeting.
- c. **Discussion on Utility Metering System – Current Status** – Currently, approximately 95% of the meters read have to be touched manually by the meter reader. The remaining 5% of the meters are read via radio read by driving by the home. The PSC requires 5/8 inch meters and ¾ meters to be changed out every 10 years, the Utility has not been able to keep up with the meter change outs. The new meters and technology can save time for the meter reader, will be more accurate and can provide additional information to the property owner. The Utility Operations Manager is currently working on estimates to see what a total meter change out would cost Utility. A total change out program would require the Utility to borrow funds. This is a project that will continue to be looked at as a future project.

- d. Discussion on City responsibility for Residential Sewer Backups** – John informed the committee of the work the Waste Water Utility does annually jetting sewer lines throughout the City. There was discussion regarding offering possible funding to residents allowing them to repair their sewer lateral. This is an ongoing issue and will continue to be reviewed by the Department.
- e. Discussion on Homeowner Responsibility for Sewer Laterals** – Public outreach and information to homeowners informing them of what they can do to maintain their sewer laterals.
- f. Discussion on Sidewalk Special Assessments- Policy and Fee Schedule** – The Committee was provided with the current special assessment policy for sidewalks.

Agenda Item 7: Items of Interest for Future Meetings

Agenda Item 9: Set Next Meeting Date

April 9, 2020

Agenda Item 10: Adjournment

Jackie Moore moved to adjourn, seconded by Phil Sorenson. The motion passed.

**ASHLAND BEAUTIFICATION COUNCIL
MEETING
Monday, May 4th, 2020
6:00 PM
Virtual Meeting via Zoom**

1. Roll Call

David Askue	16.25
Shawna Johnson	16
Elaine Peterson	5.75
Layne Richardson	8
Penny Rutyna	3.75
Kay Saari	22.25
Jeanne Spruell	5.75
Mary Zinnecker	11.75
Donna Lanni	resigned
Volunteers:	
Marla Mattson	7.25

2. Approval of March 2nd, 2020 Meeting Minutes

Motion: Jeanne, Second: Layne, Vote: Aye

3. Administrative:

Log Volunteer Hours

Treasurer's Report: No report

4. Old Business:

Review 2020 BC Budget: Mary ordered 6 shirts for Ellis Ave. volunteers. She will order mulch for Jane Smith Memorial gardens and Beaser Ave. medians.

Review Upcoming Calendar Events: reminder of group work days for May 2020

Plaque for Jane Smith Memorial: Layne has a mock up of the plaque, price ranges from \$115-\$400. Tabled, further discussion needed

5. New Business:

Cannas Update: Marla Mattson has started 106 pots of our cannas. Shawna suggested we consider mass planting them in a few prominent areas in the city, such as Pearson Plaza, for more visual impact vs. only 2 in each Ellis Ave. median garden. This would also make digging them in the fall easier.

Mary Fall from Monday Club asked if ABC would participate in their plant sale May 26th. She is asking for plant donations and volunteers to assist with the event on Wed. May 26th. Profits will be split between Monday Club and ABC. *Motion to participate: Dave, Second: Elaine, Vote: Aye*

Recruit New Member to replace Donna: Mary will place an add in the newspaper to try recruit a new member to replace Donna Lanni who has resigned. ABC members to spread the word about opening on the council.

6. Project Plans/Updates:

☑ Crest Gardens: Cleaned up 4/24/20, plan to mulch with city mulch

☑ Pearson Plaza/Otis Park: Started clean up 4/11/20. Another work day planned later in May

- ☐ Bayview Park: Cleaned up. Mary to ask Lance to put hoses in. Try a new configuration for better water disbursement on the west end of the bed. Suggested more daffodils be planted here in the fall.
 - ☐ Ellis Avenue: Alliums are coming up, check on watering assistance from the city
 - ☐ Beaser Avenue: Cleaned up, mulch needed. Plan to add more perennials in the summer, possibly add shrubs.
 - ☐ Parking Lot Gardens: Cleaned/ deadheaded. Infected trees need to be removed. Mary will remind Lance of the proposal to remove the trees. She took pictures & will send to Lance. More volunteers are needed to weed. Mary will ask about summer staff to help with maintenance of 3rd. St. plots.
 - ☐ City Hall: Mulch needed. Annuals will be planted in pots at the end of May/early June
 - ☐ Public Works Planters: Annuals will be planted end of May/early June
 - ☐ Boat Landing: Annuals will be planted end of May/early June
 - ☐ Memorial Park: Annuals will be planted end of May/early June. Mary to check with city to water
 - ☐ Jane Smith Memorial: Mulch needed. Annuals to be planted in pots at the end of May/early June
- 2020 Beauty Spot Awards: ABC will be presenting awards as a group this year. ABC members will submit nominations. 2 residential & 2 business awards will be given in mid July. Another 2 residential and 2 business awards will be given in mid-late Aug. Mary to coordinate with Bart Bus for tours of Beauty Spot nominations.
- 7. Next Meeting: Monday, June 1, 2020 at 6 pm Via Zoom**

8. Adjournment : 6:50 pm *Motion: Kay, Second: Penny, Vote: Aye*

Respectfully Submitted,

Shawna Johnson

ANNUAL MEETING OF THE BOARD OF REVIEW

Tue, Jun 30, 2020 12:00 PM - 2:00 PM (CDT)

Meeting minutes

1. Call to order
The meeting was called to order by the Clerk at 12:00 p.m. on Tuesday, June 30, 2020 via GoTo Meeting.
2. Roll call
PRESENT: Members Ed Monroe, Ryan Long, Pat Nemec, David Mettill (12:05), Jeff Beirl, Clerk Denise Oliphant, and Associated Appraisal Consultants Assessor Walt Hughes
3. Elect Chairperson for the Annual Board of Review
Ed Monroe was nominated and unanimously voted as Chairperson.
4. Elect a Vice-Chairperson for the Annual Board of Review
Ryan Long was nominated and unanimously voted Vice Chairperson
5. Verify that a member has met the mandatory training requirements
Long has met the mandatory training requirements and training affidavit was secured according to State Statute sec 70.46(4).
6. Receipt of the 2020 Assessment Roll from the Assessor and sworn statement.
The 2020 Assessment Roll was received to the Clerk, and sworn statement by Assessment secured.
7. Review the Assessment Roll and Perform Statutory Duties:
 - Examine the Roll
 - Correct Description or Calculation Errors
 - Add Omitted Property
 - Eliminate Double Assessed PropertyThere were no errors, omissions or duplicates found by the Board.
8. Discussion/Action – Certified all corrections of error under state law (sec. 70.43).
No corrections were necessary at this time.
9. Discussion/Action – Verify with the assessor that Open Book changes are included in the Assessment Roll.

Hughes gave a report of his findings for 2019. He stated that 2021 will be a revaluation year and expected to be much busier. He anticipates the Open Book and Board of Review for 2021 will not take place until August/September of 2021.

There was found for 2019 an approximate increase of 10% in residential properties, and 15% in business/commercial properties. 2019 saw 423 sales, 155 of these being at arm's length. The number of permit was down at 110. New construction totaled an increase of \$1,786,400 and properties removed from the assessment rolls totaled \$1,175,500.

10. Approval of the 2020 Assessment Roll.

Beirl moved, seconded by Long to approve the 2020 Assessment Roll. This motion carried unanimously by voice vote.

11. During the first two hours, consideration of:

- Waivers of the required 48-hour notice of intent to file an objection when there is good cause – *None*
- Requests for waiver of the Board of Review hearing allowing the property owner an appeal directly to circuit court: Request from Wal-Mart Real Estate Business Trust: Beirl moved, seconded by Nemec to approve to grant waiver to Wal-Mart Real Estate Business Trust to appear before the Board of Review. This motion carried unanimously by voice vote.
- Requests to testify by telephone or submit sworn written statement - *None*
- Subpoena requests - *None*
- Act on any other legally allowed/required Board of Review matters - *None*

12. Review Notice of Intent to File Objection - *None*

13. Hear cases for all Property Assessment Objection Forms filed - *None*

14. Consider cases for Property Assessment Objection Forms filed at the Board of Review (waive 48 hour notice) - *None*

15. Consider/act on scheduling additional Board of Review Date(s) if necessary

The Board was unable to secure a date at the time of the meeting for the 2021 Open Book and Board of Review.

16. The Board called for a recess until 1:55 p.m., at which time they reconvened. There were no objections brought forward to the Board on June 30, 2020.

17. Adjournment.

At 2:00 p.m., Nemec moved, seconded by Long to adjourn. The motion carried unanimously by voice vote.

Find yourself next to the water.



City of Ashland, Wisconsin ~ Parks and Recreation Department
400 4th Ave West Ashland ~ WI 54806 ~ www.ashlandparks.org

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wednesday May 27, 2020 5:00 pm

Online

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I. Call to Order

- a. Roll Call
Kevin Haas, Mike Amman, Nancy St, Dave Ullman, Sarah Jackson
Linda Simanovsky, Donna Kurilla,
- b. Agenda Modification
Kevin moves to add election of new officers , Mike seconds, approved
- c. Approval of Minutes
 - i. Approval of April 29, 2020 Minutes
Approval moved by Kevin, seconded by Dave Ullman, approved

II. Public Comment Period

III. Election of new officers

Chair of Committee: Mike nominates Kevin, Nancy seconds, Kevin accepts, approved

Secretary: Sarah nominates Meghan, Nancy seconds, approved

IV. Information Items

- Parks and Recreation Updates
 - o COVID-19 Updates
 - Campgrounds opened yesterday, there have been a lot of questions
 - No bathrooms or showers open; two portapotties at each campground and beach, cleaned twice daily in accordance with state guidelines
 - Tennis courts are open; no ball field open until July 4th
 - Dave asks about alternatives to tent camping closed at Prentice; Sara explains that she is hoping to avoid tent camping due to problems last year and limited bathrooms
 - Meghan asks if the farmers market will open; Sara says it will open June 13th, back on Chapple Ave with handwashing stations; 8-10 vendors each 15 ft apart
 - o Parks Projects Updates
 - Bid opening for diamond access walkway; got two bids, both a little over budget, going to Oredock Trust for guidance; may put off to 2021

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- Maslowski updates will complete next month
- Kreher Park gravel is updated
- Bay City Park will go in soon
- Prentice Park Trails work will start soon since APR was awarded NRF grant
- Mike asks about sinking holes by City Dock; Sara says Coastal Management grant funded an engineering study a few years ago and results included a range of solutions from \$500,000 to a few million; Since we don't own the site, a lakebed lease would be the next step; if DNR can ass it to the Oredock lease, that would be easiest
- 2020 Summer Plans
 - Rowan Keister-Jest will be helping navigate summer programming through covid
 - Summer camps, baseball, and softball

V. Business Items:

- Update to the City of Ashland Parks and Recreation Policy 608: Conducting Business in Parks.
 - Sara worked with Megan McBride to make this cohesive with Ordinance Chapter 889
 - To make this cohesive, the fees had to be substantially lowered
 - Sara talked with a local merchant who said that the fees we had in mind were too high
 - APR fees are currently no additional charge beyond city fee; after a couple years APR could raise the fee
 - Mike argues that the food trucks he sees are selling out and they could pay fees; Nancy agrees and adds that brick and mortar pays more for their license and taxes, etc.
 - Sara asks if a separate rate for nonprofits would be appropriate; Mike and Nancy agree that it would and should be minimal; Sara adds that WITC students built a concessions barn to be used by nonprofits
 - Nancy and Kevin suggest that nonprofit rates should extend to local clubs and teams; questions come up about how far geographically to extend that rate; Agreed to extend it to organizations in Ashland and Bayfield Counties
 - Rate discussed is \$1/day, \$5/wk, \$30/mo, and \$50/yr
 - Will bring back draft to next meeting
- Discussion and Possible Action on City of Ashland Special Events Policy
 - Sara created a form for special events about five years ago, but it hasn't been used yet
 - Police Dept has a block party policy that we should align with when creating a special events policy
 - Mike and Kevin agree that we need to start with something, to track usage at least
 - How to determine what is a special event?
 - Kevin suggests a S.E. must be open to public
 - Meghan notes that classes are open to the public but don't seem like S.E.s
 - Sara suggests # of people matters
 - Mike finds an example from the Town of Conway
 - Nancy asks if standard reservation form could include this

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- Sara will bring a draft to next meeting
- Discussion on City of Ashland's Tree Management Plan
 - Sarah says we should discuss with John Butler
 - Sara adds that we no longer have a city forester
 - Mike says we need to use this plan to push Public Works to get on the ball on pruning and taking down Ash trees
 - Discussion of how to fund this work and how to begin
 - If snow removal not needed through spring, APR could have time to do removal and pruning
 - APR has staff capability and equipment
 - APR does not necessarily have staff time for watering new trees
 - To cut down on costs of new trees, can we buy young, fast-growing trees? Asks Mike; Sara says yes, and might even be able to use Prentice Park to grow them to more maturity before transferring
 - Dave asks if home owners can chip in for new trees; Sara says yes, and even maybe they can host the new trees in their lawns, which is a better place than by the street
 - Kevin recalls hearing John Butler say that people could plant a tree on the boulevard themselves with approval
 - Agreed that a group buy among interested homeowners could be helpful

VI. Next Meeting Date

5pm June 24th, 2020

VII. Comments and Questions

VIII. Adjourn

Motion from Sarah, Second by Meghan, approved

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, 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 through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

POLICE AND FIRE COMMISSION MEETING NOTICE

There will be a meeting of the Police and Fire Commission at 5:15 p.m. on Monday, July 6, 2020, in the Council Chambers at Ashland City Hall.

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Agenda Items
4. Approval of Minutes from May 4, 2020 and Jun 29, 2020
5. Election of Officers
 - a. president
 - b. vice president
 - c. secretary
 - d. recording secretary
6. Police Department Business
 - a. Administrative Report
7. Fire Department Business
 - a. Administrative Report
8. Next Meeting Date
9. Discuss hiring process for new Police Chief
10. Closed Session as Authorized by Wisconsin State Statute 19.85(1)(c) for:
 - a. Fire Dept – Personnel Probationary Reports, Personnel Discussion & Hiring Reports
 - b. Police Dept – Personnel Probationary Reports, Sergeant Promotion, & Personnel Discussion
11. Return to Open Session
12. Report action taken in Closed Session
13. Adjournment

Gordon G. Gilbertson
President, Police & Fire Commission

It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice.

C Gordon Gilbertson
Sarah Granley
Matthew Horning
Kate Siegler
Mayor
Clerk
Administrator
Police Chief & Police Dept Bulletin Board
Fire Chief & Fire Dept Bulletin Board
Kathy Holevatz & Barb Henry
City Attorney
Scheduling Calendar
1st Floor Bulletin Board
Email Press
City Council
Media

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

A limit of 10 people will be allowed in the Council Chambers. Face masks must be worn and a distance of 6 feet apart will be required.

SUBJECT: Approve to Accept a Grant from Wisconsin Coastal Management for Kreher Park
Redevelopment : Public Access (*Parks*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administrator
Finance Director

EXHIBITS:

1. Wisconsin Coastal Management Program Grant Application
2. Kreher Park Redevelopment Map and Site Plan
3. Kreher Park Redevelopment Site Photos

EXPENDITURES REQUIRED: \$ 29,950.00 50/50 Match
\$ 29,950.00 WCM Grant
\$ 59,900.00 Total

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: \$ 29,950.00 WCM Grant
\$ 29,950.00 Allowable Match-2019 DNR Recreation Boating
Grant
\$ 59,900.00 Total

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The City of Ashland was awarded funding to assist with redevelopment of the former Ashland/Northern States Power Lakefront Superfund Site (aka Kreher Park) in and along the shores of the Chequamegon Bay in Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian/bike trail, boat and trailer parking, site lighting and outdoor event space.

This grant request is for the construction of 1000 feet of pedestrian trail and site/safety lighting at the site entrances. In 2019 the City was awarded a \$500,000 DNR Recreation Boating Facilities Grant that will be used as the match. Work on the project is expected to take place in 2021 (possibly 2022). COVID-19 has slowed the progress of the Kreher Park Redevelopment.

Though the City is the owner of the railroad corridor, there is an agreement with Northern State Power (NSPW) to not perform any work until the entire site is turned over to the City of Ashland. The remediation of the Superfund Site is complete but Environmental Protection Agency has not been able to make a site visit to close out the project.

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): Kreher Park Redevelopment : Public Access	
3. Organization applying: City of Ashland	5. Organization nine-digit DUNS Number: 071499719
4. Contact Person and Address (include full, nine-digit zip code): Sara Hudson 601 Main St W Ashland WI 54806 Phone: 715.685.1644 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: \$59,900	
12. WCMP Share: \$29,950	14. WCMP Percent: 50 %
13. Applicant Share: \$29,950	15. Applicant Percent: 50 %
16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. Consider completing this portion of the application last to summarize your proposal.	
a. The City of Ashland is seeking funding to assist with redevelopment of the former Ashland/Northern States Power Lakefront Superfund Site (aka Kreher Park) in and along the shores of the Chequamegon Bay in Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian/bike trail, boat and trailer parking, site lighting and outdoor event space. This grant request is for the construction of 1000' of pedestrian trail and site/safety lighting at the site entrances. b. Project Tasks/Deliverables: 1. Public Access: Construction of 1000 ft of ADA Pedestrian Trail along the southern part of the site on an abandoned railroad corridor. 2. Public Access: Installation of lighting along the site entrances for public safety.	

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

The City of Ashland is seeking funding to redevelop the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian trail, parking, outdoor boat storage, site/safety lighting and event/green space. The Ashland/Northern States Power Lakefront Superfund site is made up of several properties historically owned by Northern States Power Co. of Wisconsin (d/b/a Xcel Energy), Canadian National Railroad and the City of Ashland. The twenty six (26) acre site contains sixteen (16) acres of contaminated lake sediment just off-shore and ten (10) acres of contaminated upland area. The near-shore portion of the site was formed through placement of fill consisting of sawdust, wood and wood waste, demolition debris, and other waste material. The upland area was the home to a former manufactured gas plant. Contaminants found in sediment and groundwater include tar, oil and other waste consisting of polyaromatic hydrocarbons, or PAHs, volatile organic compounds, or VOCs, and metals. Soil, groundwater, and an adjacent residential area were also contaminated causing the closure of two artesian wells and the installation of an onsite wastewater treatment plant to perpetually treat the contaminated ground water.

Since 2002 when the site was placed on the Superfund National Priorities List by the Wisconsin Department of Natural Resources (DNR) and US Environmental Protection Agency (EPA), access to a portion of the bay and shore was restricted to boats and swimmers. This occurred because agitation of the lakebed sediment could result in the release of oil and tar, causing a slick to form. These contaminants can cause skin irritation and increased sensitivity to the sun. Clean up of this site began in 2013 with the remediation of the ten (10) acre land portion of the project. A permanent breakwater barrier was built in 2015 in the bay to control wave action during the cleanup and provide a safe harbor for future development of the site. In 2016 a successful pilot wet dredge was completed along with the phase 1, soil and groundwater cleanup under the former gas plant and Kreher Park. Phase 2, the full-scale wet dredge cleanup in the Chequamegon Bay, was completed in 2018 and final cap and redevelopment of the site can begin in 2019. In 2017, the City of Ashland began working with the Commissioners of Public Lands on a Lakebed Lease for this site. A fifty (50) year lakebed lease was signed in 2018 by the City of Ashland and the Governor of Wisconsin. The historical uses of the site caused the lakebed to be filled and the ownership of the area changed hands several times before the City took ownership of the site. Within the Lakebed Lease, the area from Ellis Ave North to Willis Ave North is Kreher Park. The Superfund site covers the area from Ellis Ave North to Prentice Ave North and this grant would be used for the redevelopment of the western most half of the site.

The Kreher Park Redevelopment project is broken into multiple phases due to cost and site complications. Phase 1 taking place in 2019 will include the installation of aggregate for the parking lot/thoroughfare and pilings for the boat launch. Phase 2 will include construction of the boat launch and potential construction of the pedestrian trail with lighting in 2020. Phase 3, in 2021, will be paving of the parking lot and thoroughfare.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks which are not part of the funding request.

The City of Ashland is seeking funding to redevelop the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. This grant application is for the construction of a 1000' ADA compliant pedestrian and bike path along the southern boundary of the former NSP/Ashland Lakefront Superfund Site utilizing an old railroad grade as base. This site has been closed to the public since 2013, when cleanup of the Superfund site began. The site also had approximately 1200' of City of Ashland's Rails to Trails System (ARTS) Waterfront Trail on it. Since this closure created a "missing link" or loss of easy access for public use of the Waterfront Trail, a lengthy uphill detour along US Hwy 2 was created for pedestrians and bicyclists. The City currently has ownership of the parcel(s) where the proposed trail is planned and this area is not part of the cap or remediated area of the Superfund Site. This proposal is also for the installation of lights at the entry/exit points of the site for the public (both car and pedestrian/bicyclist) to enter and exit the site. The proposed lighting at the entry points are also not in the cap/remediated area of the Superfund Site making installation of poles and utilities less complicated.

Remediation of the Superfund Site does include installation of a six foot concrete apron between the grass and sheet pile wall, and though the apron looks like a sidewalk it is not mean to be used as a pedestrian trail but rather as a buffer to allow water to sheet flow away from the cap and into the Lake. The proposal of a new pedestrian/bicycle trail will be built specifically to be used as a trail per Wisconsin Department of Transportation Guidelines and will create a safer, more direct route across the site to the rest of the Waterfront Trail.

b. Describe how this project is part of an integrated effort or approach. With assistance from Wisconsin Coastal Management the City recently completed the update of the City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024 and is 95% complete with the update of the City of Ashland Waterfront Development Plan. Both plans reference redevelopment of the Superfund Site as a priority or goal. Starting in 2010, community input sessions, concept designs and planning documents have been created to guide redevelopment of the site. The Record of Decision between Northern States Power and the City also states the area will be remediated/capped for the purpose of recreational use. The proposed project will reconnect two sections of the Waterfront Trail, allowing the public to access five plus miles of Lake Superior Shoreline and 11.5 miles of the entire ARTS.

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

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	Acres of habitat restored or protected
Nonpoint Source Pollution Control	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 - 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 - Acres Acquired

a Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

The remediation and redevelopment of the NSP/Ashland Lakefront Superfund Site addresses several coastal impacts including but not limited to the removal of harmful contaminants along the shoreline of Lake Superior, removal of harmful contaminants from the lake bed, continued treating of contaminated groundwater, landfill capping of the contaminated site, relocation of the pedestrian trail to the southern part of the site, the installation of bioswales to reduce runoff and non-point source pollution and the reuse of a superfund site as a public recreation space. On the flip side, this project will address both a need and priority of the community to provide safe, quality, uninterrupted access to Ashland's Lake Superior Shoreline.

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

The overall redevelopment project of the NSP/Ashland Lakefront Superfund Site address the lack of public space along Lake Superior's waterfront. These trail and lighting accessibility improvements coupled with the other improvements and public green space will once again make Kreher Park usable to the public. This will create a destination site and revenue generator for not only the City but other local businesses.

c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
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, Responding to Climate Change and Reducing Legacy Contaminants are action step in the LAMP and addressed by the project.

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 (2019-2023) notes a goal to "Boost participation in outdoor recreation".

Regional:

- A goal appearing in the "Comprehensive Economic Development Strategy" of Northwest Wisconsin Regional Planning

Commission is to “protect, conserve, and encourage the efficient management of the region’s forest, water, land, and other natural resources”.

County:

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

Local:

- **Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035** states under *Ashland Priorities : Protect and Connect the Lake* “For the lake to shape Ashland in the 21st Century, it must be treated in ways that stimulate demand for the city’s downtown and neighborhoods. This means that high-quality connections and access to the lake are profoundly important...examples of [a] project that would enhance the lakeshore and its connections to the city [are the completion of] the ore dock and park project”
- The City is a member of the Lake Superior Collaborative and this project would meet several of the resource mismanagement priorities addressed in the Strategic Priorities document such as
- **City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024.** Goal 7: Continue the enhancement of the Ashland Trail System and under Future Development for Kreher Park and The Superfund Site
- The logo for the City of Ashland and the Ashland Chamber of Commerce is “Find Yourself Next to the Water”

d. 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.

This project will construct 1000’ of a public ADA accessible pedestrian and bike trail along Ashland’s Lake Superior waterfront. The project will reconnect the east and west side of the Waterfront Trail, allowing pedestrians/bikers the ability to utilize the entire 11.5 miles of the ARTS.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. Your timeline may begin no earlier than July 1.

TRAIL DESIGN, ENGINEERING AND BIDDING DOCUMENTS

Design and creation of engineering and bidding documents for the proposed trail and site lighting– September/October 2020

Outcome #1: City Staff will design and create engineering documents for the proposed trail and site lighting (City Match)

COMPETITIVE BIDDING PROCESS

- 1) Solicit Bids from Qualified Contractors for the construction of the trail and installation of site lighting – December 2020
Outcome #2: The City will bid the project and review bids from qualified contractors to construct the proposed trail and site lighting improvements (Match)

- 2) Retain a contractor to construct the proposed trail and install site lighting – Spring 2021

Outcome #3: Retention of a reputable and qualified contractor (Match and Grant)

PROJECT COMPLETION

Grand Opening of the Trail June 2021

Outcome: The City of Ashland will host a ribbon cutting ceremony to officially open the trail in June of 2021 (Match)

Implementation of this project is critical in illustrating progress to community members since access to the site has been restricted for years. The proposed project will coincide with other work happening on the site with the construction of a boat launch in 2020 and paving of the site in 2021. The project also coincides with the WisDOT TAP grant project, repaving 9 miles of the existing ARTS in 2021. This project will also serve as a catalyst for attracting additional public and private funds to build momentum for implementation of future transformative phases.

b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.

Waterfront Trail Connector

- Creation of design, engineer and bidding documents for project
- Public Access to and through the former Superfund Site
- Construction of 1000’ ADA accessible pedestrian trail

c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?

The public has been an active participant since 2010 when the first concept plan for the redevelopment of the Superfund Site was created. The City does plan on hosting a public information session in the Spring of 2020 to inform community members on next steps with the Superfund Site. The meeting will be coordinated with the EPA, DNR, and NSP (Xcel Energy). The project is expected to be complete by June 2021.

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

The proposed project constructs an ADA compliant pedestrian/bike trail 400' away from the Lake Superior shoreline. This original trail section was along the Lake Superior shoreline which can see water levels fluctuate up to 4ft in less than a 12 hour period. This area of Lake Superior has also experienced several major storm events causing high wind and wave action.

5. Project Budget

- Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(names required, if known)*</i>	\$	\$2,000	\$2,000
Fringe Benefits <i>(provide rate)</i>			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	\$29,768	\$24,768	\$54,536
Construction			
Other		\$3,000	\$3,000
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$29,768	\$29,768	\$59,536

- Personnel Include: Dan Maderich, John Butler, Greg Ledin, and Dan Homola

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits <i>(provide rate)</i>			
Equipment			
Travel			
Supplies			
Contractual			
Construction	\$29,268	\$24,768	\$54,036
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals			

Table 3: Estimated Pedestrian Trail Construction and Trail Lighting

Activity	WCMP Request	Match	Total
Mobilization	\$1,000	\$	\$1,000
Common Excavation	\$676	\$	\$676
Dense Graded Base (4")	\$2,460	\$2,459	\$4,921
Asphalt Surface (2")	\$6,062	\$6,062	\$12,324
Connection to Existing Roadways	\$1,500	\$1,500	\$3,000
Light Pole Bases	\$2,000	\$2,000	\$4,000
Light Poles	\$7,500	\$7,500	\$15,000
Light Fixtures	\$2,500	\$	\$2,500
Electrical Service	\$3,000	\$3,000	\$6,000
Contingency	\$2,570	\$2,247	\$4,817
Totals	\$29,268	\$24,768	\$54,036

6. Budget Description

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

The City of Ashland has secured \$500,000 from the Recreational Boating Facilities Program and \$125,000 from the Sport Fish Restoration Grant Program towards this redevelopment project to fund the construction of a boat launch, pedestrian trail, parking, outdoor boat storage, site/safety lighting and event/green space.

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

The City believes WCMP's funding focusing on public access and historical preservation is a good fit for this project. This belief is based upon the historical uses of the site and the fact that this new pedestrian trail continues public access to five plus miles of Lake Superior Shoreline including four public beaches, five public parks and 5 miles of ADA trail.

c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.

The City will leverage WCMP funds in an ask for additional funding from the Recreation Boating Facilities grant program and WisDOT Grant to assist in the completion of the project with the paving of the parking lot and thoroughfare in 2021.

d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

WCMP has funded the update of the two of the City of Ashland's Planning Documents: City of Ashland Comprehensive Outdoor Recreation Plan and City of Ashland's Waterfront Redevelopment Plan. Both updates have been completed in 2019.

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 (describe their roles).

The redevelopment of the Superfund Site has been collaborative effort between US EPA, Wisconsin DNR, NSP, contractors and the City from the beginning. This project has had its ups and down but has ended with all agencies in agreement that the recreational reuse of the area benefits the community and Lake Superior.

b. Develop exceptional marketing, outreach or education strategies.

NA

c. Encourage coast-wide projects or solutions.

The project is an easily replicated project throughout the coastal regions of the Great Lakes. Turning abandoned railroad corridors into ADA compliant pedestrians trails is a way to encourage outdoor recreation.

d. Engage underrepresented communities.

The proposed ADA pedestrian trail will allow for all community members to access Lake Superior regardless of age, sex, color, and ability. Community member will once again be able travel easily from the West side of Ashland to the East.

Kreher Park Redevelopment : Public Access



11/1/2019, 3:21:40 PM

Points

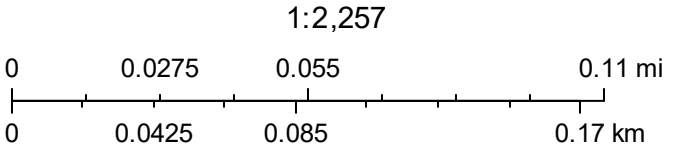
- Override 1

Parcel Mapping

Lines

- Override 1
- Override 2

Parcel Labels



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

Kreher Park Redevelopment : Public Access Trail Construction (the Missing Link)



Above: Proposed trail east entrance

Below: East side of remediated Superfund site



Above: Trail Detour Sign

Upper Left: West side of remediated Superfund site

Lower Left: West Proposed trail west entrance



SUBJECT: Approve to Accept a Sport Fish Restoration Grant from the US Fish and Wildlife Service and Wisconsin Department of Natural Resources for the Ashland Ore Dock Redevelopment: Diamond Access (*Parks*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administrator
Finance Director
Public Works Director
Ashland Oredock Charitable Trust

EXHIBITS:

1. Approval Correspondence from WDNR, June 9, 2020
2. WDNR Outdoor Recreation Aids Grant Agreement
3. WDNR SFR Project Statement, Budget Narrative, and Budget Justification
4. Ashland Oredock Redevelopment Funding update

EXPENDITURES REQUIRED: \$ 48,859.80 Ashland Oredock Charitable Trust - Match
\$ 50,757.00 Sport Fishing Restoration Grant
\$99,616.80 Total

AMOUNT BUDGETED: See Exhibit 4

APPROPRIATION REQUIRED: \$ 48,859.80 Ashland Oredock Charitable Trust - Match
\$ 50,757.00 Sport Fishing Restoration Grant
\$99,616.80 Total

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The City of Ashland has applied for a Sport Fish Restoration Grant from the Wisconsin Department of Natural Resources (WDNR) and US Fish and Wildlife Service (USFWS) to assist with the Ashland Ore Dock Redevelopment: Diamond Access. This grant will be specifically used to construct the very end viewing and fishing platform.

The construction of this phase of the Ashland Ore Dock Redevelopment has been postponed until 2021 (possibly 2022) due to a number of events: the initial bids came in higher than expected, the approved grant was not awarded by the Joint Finance Committee, the increased workload of the Public Works Department, and the COVID-19 pandemic.

The City would also like to see 151 Lookout (or Phase I) complete before this project is bid out. The project, which started in 2018, is expected to be completed by August 30, 2020.



June 29, 2020

► **REQUIRES IMMEDIATE ACTION** ◀

SFR - Fishing Piers
Grant# SFRF2-F95P67-20
Grant Amount: \$50,757.00

Sara Hudson, Director of Parks
City of Ashland
601 Main St W
Ashland, WI 54806

Dear Ms. Hudson:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **Ore Dock Fishing Pier, Ashland**

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Annie Loechler at Ann.Loechler@Wisconsin.gov. Annie's mailing address is listed above, however, at this time, we advise all communication take place via email. Your grant is not official until you have returned the signed copy. Please read the items checked below, they apply to your project and grant award.

☒ **This award is currently CONDITIONALLY APPROVED.** No ground disturbing activities can occur, until you receive an "Approval to Proceed" letter from the Department. See condition B.1. of the grant agreement. An "Approval to Proceed" letter will be issued after the final design plans for the fishing pier have been approved by the USFWS. Contact Annie if you have any questions.

☒ **Grant Award Time Period: June 1, 2020 through June 30, 2022.** All project activities must occur within this time period to be eligible costs for reimbursement.

☒ **Reimbursement Check:** Your reimbursement check will be mailed to your attention at the address above. Please notify Annie if this is not correct.

☒ **Changes to the approved project scope, costs or timeframe** may not be made without prior approval from the Department.

Reimbursement claim forms and financial administration information can be found by going to: <http://dnr.wi.gov/Aid/SFR.html>. Please submit reimbursement claim forms for your project to Annie. Feel free to contact Annie at 715-635-4160, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Christine Halbur, Outdoor Recreation Grants Section Chief
Bureau of Community Financial Assistance

C: Annie Loechler – NOR-Spooner

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Subrecipient City of Ashland	Project Number SFRF2-F95P67-20										
Project Title Ore Dock Fishing Pier, Ashland											
Period Covered by This Agreement June 1, 2020 Through June 30, 2022	Name of Program SFR - Fishing Piers										
Project Scope and Description of Project The City of Ashland will renovate the Ore Dock to provide a fishing and walking recreational dock. The Sport Fish Restoration grant will provide financial assistance for the construction and installation of the north end platform (a portion of the elevated boardwalk) so users can fish the diamonds. The city will construct the 35' by 14' north end platform on top of the existing ore dock substructure. The work will be completed by a contractor. The platform will be installed in combination with other non-SFR funded elements, and will be constructed at the site. Total eligible costs will be prorated on the percentage of the platform to the total project cost. The platform is expected to provide fishing opportunities to the public for 20 years.											
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:										
<table> <tr> <td>Total Project Cost</td> <td>\$1,660,280.00</td> </tr> <tr> <td>Prorated Eligible Project Costs</td> <td>\$99,616.80</td> </tr> <tr> <td>Cost-Share Percentage</td> <td>Up to 75%</td> </tr> <tr> <td>State Aid Amount</td> <td>\$50,757.00</td> </tr> <tr> <td>Subrecipient Share</td> <td>\$48,859.80</td> </tr> </table>	Total Project Cost	\$1,660,280.00	Prorated Eligible Project Costs	\$99,616.80	Cost-Share Percentage	Up to 75%	State Aid Amount	\$50,757.00	Subrecipient Share	\$48,859.80	Federal Code of Regulations: 2 CFR 200 AND 50 CFR 80 Application Dated 02/01/2019 Federal Award Letter F20AF00307 (F-95-P-67), as modified or amended. Sport Fish Restoration Act – CFDA # 15.605 Project Statement dated 4/20/2020
Total Project Cost	\$1,660,280.00										
Prorated Eligible Project Costs	\$99,616.80										
Cost-Share Percentage	Up to 75%										
State Aid Amount	\$50,757.00										
Subrecipient Share	\$48,859.80										

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Subrecipient mutually agree to perform this agreement in accordance with the SFR - Fishing Piers program provisions and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Subrecipient by the Department in writing without the requirements of Subrecipient signature.
3. Failure by the Subrecipient to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Subrecipient. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Subrecipient:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Subrecipient agrees to comply with the provisions of Federal Code of Regulations 2 CFR 200 AND 50 CFR 80, as well as comply with all applicable local and state contract and bidding requirements. The Subrecipient should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Subrecipient fails to comply with the conditions of this agreement or project scope as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Subrecipient fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: 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. The Subrecipient further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Subrecipient agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees to conform to generally accepted accounting principles and practices for project funds and to record project funds in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Subrecipient, shall be kept and made available for inspection for three (3) years after final payment is issued by the Department.
10. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department.
11. Agrees to submit reimbursement request within two (2) months from the project end date. Reimbursement requests must be accompanied by proofs of purchase and proofs of payment for costs being claimed.

The Department:

12. Promises, in consideration of the covenants and agreements made by the Subrecipient, to obligate for the Subrecipient the maximum amount of \$50,757.00, and to tender to the Subrecipient that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing up to 75 percent of eligible project costs. The Subrecipient promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.

13. Agrees that the Subrecipient shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Subrecipient or the Subrecipient's employees or agents. The Subrecipient is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Subrecipient's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Conditional Approval of Grant Agreement. This grant agreement is conditionally approved.

The Subrecipient may initiate and incur reimbursable costs for ground disturbing activities only **after** receipt of written "APPROVAL TO PROCEED" notification from the Department. Until receipt of the written notification, the Subrecipient is authorized to incur only those costs associated with proposed coordination, administration, planning, design and other activities that do not involve ground disturbance.

2. The Subrecipient shall implement and maintain proper soil erosion and sediment control best management practices (BMPs), during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the [Wisconsin Stormwater Technical Standards](#). Additional erosion control guidance can be found in the [Wisconsin Construction Site Erosion Control Field Guide](#). BMPs shall be properly installed and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, temporary ditch checks, etc.) shall be removed once the construction site has undergone final stabilization.
3. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit, issued by the Department of Natural Resources, prior to commencing any land disturbing construction activity. In addition, filling of or grading in wetlands a permit from the Army Corps of Engineers and the Department. Work within a waterbody or below the ordinary high-water mark may also require a permit from the Department.
4. All applicable permits, licenses and approvals, including waterway and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
5. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
6. The Subrecipient agrees to display signs at the site acknowledging funding through the Federal Sport Fish Restoration Act and the Wisconsin Department of Natural Resources.
7. Interim and final performance reports must be submitted to the Department, as outlined below. Reports must be submitted on forms provided to the Subrecipient by the Department. The Subrecipient agrees to abide by modified reporting dates provided by the Department in the event the time period of this grant agreement is modified.

Report Title	Reporting Period	Due Date
Interim Performance Report	June 1, 2020 – June 30, 2021	August 1, 2021
Final Performance Report	June 1, 2020 – June 30, 2022	August 1, 2022

8. The Subrecipient agrees to maintain the access site for the useful life (30 years) of the project. The 30 years begins upon completion of the project construction. The Subrecipient agrees to keep the property operational and complete routine maintenance so the property will remain open to the public for the purpose for which this grant was given. This grant agreement is enforceable for the useful life of the project.
9. A final inspection of the project will occur with 60 days of the end of the grant agreement or completion of the project, whichever comes first. The inspection must occur before final reimbursement can be processed by the Department.
10. Federal funds used for this project are part of a Sport Fish Restoration Act grant, Federal grant F20AF00307 (F-95-P-67), CFDA #15.605, awarded to the Department and administered by the U.S. Fish & Wildlife Service, hereby incorporated by reference. As a subrecipient of these federal funds, the Subrecipient (DUNS # 071499719) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The Subrecipient agrees to have an audit performed in accordance with the Uniform Guidance if the Subrecipient expends \$750,000 or more of combined federal and state awards during the fiscal year.

11. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
12. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 - a. Aquatic plants and animals shall be removed, and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
 - b. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>

The persons signing for the Subrecipient represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By

By



**Christine Halbur, Chief
Outdoor Recreation Grants Section
Bureau of Community Financial Assistance**

(Signature)

(Title)

(Date)

6/29/20

(Date)

Wisconsin Department of Natural Resources
SFR Project Statement, Budget Narrative, and Budget Justification

Project Title: Ashland Ore Dock: North End Fishing Access Platform (F-95-P-67 subaward)

Project Sponsor: City of Ashland

Proposed Project Start date: June 1, 2020

Project Completion date: December 31, 2022

Geographic Location

City of Ashland on Lake Superior, Ashland County, WI.

T 47 N, R 4, Section 33, SE quarter

Need

The City of Ashland is redeveloping the historic Soo Line ore dock into a public recreation amenity on the shores of Lake Superior. The last 900' of the 1800' ore dock includes concrete openings (referred to as the "diamonds") built for wave attenuation. These structures provide excellent fishing opportunities that are accessible on foot. The City is seeking SFR fishing pier grant funding to construct the north end platform. This north platform provides the best fishing opportunities of the entire project, as the platform is located directly above the diamond area.

Purpose

The purpose of this project is to enhance fishing opportunities in Lake Superior within the City of Ashland, WI, which are ADA compliant and accessible directly from shore

Objective

Install a platform on the far north end of the "1923" section of the Ashland Ore Dock.

Results and Benefits Expected

This grant will help to satisfy the current and foreseen increase in the future demand for recreational fishing access to Lake Superior. Monies will be used to install the north end platform (a portion of the elevated boardwalk) so users can fish the diamonds. The city estimates that this facility will provide fishing access for about 1,000 participants annually over the pier's expected 20-year life.

Approach

- Construct the 35' by 14' north end platform on top of the existing ore dock substructure.
- The City will complete this work with a contractor.
- The platform will be installed in combination with other non-SFR elements being constructed at the site. Costs are prorated accordingly, as described in the budget below.

Useful Life

The useful life of the platform and railing is 20 years, both based upon the standard lifespan of the design.

Principal Investigator(s), for Research Projects

Not applicable.

Program Income

None. The City does not intend to charge users a fee to access the platform.

Budget Narrative

The proposed SFR project is one element of a much larger project to renovate the entire ore dock structure, funded with state grant funds, City funds, and private donations. The scope of this SFR grant is limited to construction of the North End Platform as that is the area that provides the best fishing access. The ore dock serves multiple purposes, one of which includes fishing access to the “diamonds.” However, the walkway and railings will also be used by non-anglers to enjoy views of Lake Superior. As shown in the “Cost-share Percentage and Match” and “Budget Justification” sections below, the proposed North End Platform is approximately 6% of the total square footage of the entire ore dock project. The total project cost is estimated at \$1,660,280.00. Based on proportional cost by square foot for the proposed design, total cost of components included in this grant scope is \$99,616.80 (\$1,609,523 x 0.06). Cost-share calculations below are based on this total SFR-eligible project cost.

Cost-share Percentage and Match

Federal Award	Match: Sub-awardee	Total
\$50,757.00	\$48,859.80	\$99,616.80
51%	49%	---

Budget Categories

Budget Category	Cost
Construction	\$99,616.80
Equipment	\$0
Subtotal (Construction)	\$99,616.80
Contingencies	\$0
Subtotal (Construction + Contingencies)	\$99,616.80
Program Income	\$0
Total	\$99,616.80

Budget Justification

Budget numbers below reflect details provided in the Ashland Ore Dock Improvements Bid Documents (4/8/20). If final designs result in changes to component costs, WDNR will notify WSFR staff and process a grant modification, if necessary.

Calculation of Full Ore Dock Renovation Budget

The SFR project budget is based on proportional cost of the full Ore Dock Renovation project. The following table provides the basis for the \$1,660,280.00 project cost.

Project Component	Quantity	Unit	Unit Cost	Total
Precast Concrete Walkway & Installation	900	feet	\$1,200.00	\$1,080,280.00
Safety Railings	1,000	feet	\$500.00	\$500,000.00
Steel Bridge Fabrication *	4	each	\$20,000.00	\$80,000.00
TOTAL				\$1,660,280.00

* Installation costs are included in first line item.

SFR Proportional Cost Calculation

SFR-eligible grant costs are based on the preferred project design (Sheet S-002 of the 4/8/20 bid documents), prorated by square footage as follows:

Ore Dock Component – Preferred Design	Included in SFR Grant Scope	Square Feet	%
Bridge 1	N	190	2
Bridge 2	N	170	2
Concrete sidewalk	N	7344	90
North End platform	Y	490	6
Total	---	8194	100

Total SFR project cost = \$1,660,280.00 X 6% = \$99,616.80

Bid documents also include an alternative configuration (sheet S-501A). The alternative includes a third bridge to allow the concrete sidewalk to cross from the east to west side of the dock at approximately the half-way point. Addition of the third bridge results in the following proportional square footage calculation:

Ore Dock Components – Alternative Design	Square Feet	%
Bridge 1	190	2
Bridge 2	170	2
Bridge 3	848	9
Concrete sidewalk	7344	81
North End platform	490	5
Total	9,042	100

Total SFR project cost for Alternative Design = \$1,660,280.00 X 5% = \$83,014.00

If the alternative configuration is selected by the City, total eligible SFR expenses would decrease to \$83,014.00 (\$1,660,280.00 * 0.05). In such case, the Federal award would remain \$50,757.00 but match would be reduced to \$32,257.00. This would result in a cost-share of 61/39 Federal/match. As such, even if the City selects the alternative design, the Federal share would not increase, and the City would still meet the minimum 25% match requirement.

In-Kind Match: No in-kind match will be utilized for this grant.

Pre-Award Costs: No pre-award costs are requested for this grant.

Indirect Cost Statement: Project budget does not include indirect costs.

Single Audit Reporting Statement:

The Wisconsin Department of Natural Resources was required to submit a Single Audit report for the agencies most recently closed fiscal year and that report is available on the Federal Audit Clearinghouse Single Audit Database website. The report is filed under the WIDNR EIN (39-6006436).

The following clause will be included in the grant agreement between the DNR and the subrecipient:

Federal funds used for this project are part of a Sport Fish Restoration grant, Federal grant number XXXX, CFDA #XX.XXX, awarded to the Department and administered by the U.S. Fish & Wildlife Service, the federal award letter is attached. As a subrecipient of these federal funds, the Subgrantee (DUNS # XXX) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The Subgrantee agrees to have an audit performed in accordance with the Uniform Guidance if the sponsor expends \$750,000 or more of combined federal and state awards during the fiscal year.

Conflict of Interest Statement: The Wisconsin Department of Natural Resources (DNR), at the time of this application, is not aware of any actual or potential conflicts of interest that may arise during the life of this award which may affect the WIDNR, its employees, or its subrecipients. Should an actual or potential conflict of interest arise during the period of performance, then the DNR will notify the WSFR Regional Office.

Relationship with other Grants

The City is also under consideration for additional Knowles-Nelson Stewardship Program grant funding. The state's determination regarding this additional Stewardship funding will not affect project components or grant calculations included in this SFR grant proposal.

Multipurpose Projects

The ore dock serves multiple purposes, a portion of which includes fishing access to the "diamonds."

Timeline

The estimated timeline for the project is as follows:

Summer 2020:	Complete engineering & design, bid project, select & retain contractor.
Fall 2020 – Fall 2022:	Construction of ore dock components, including walkways and railings
Fall 2022:	Open site to the public; compile and submit reimbursement package.

Although the City will make every attempt to adhere to this schedule, due to the nature of this project, other work that needs to be conducted prior to construction of the platform, and its location in an area with extreme weather and water conditions along Lake Superior, the project may extend beyond December 2022. WDNR will notify USFWS as soon as possible if it appears that project may be delayed.

Compliance

The Wisconsin DNR considers this project to be substantial in character and design and eligible for SFR funding. Required compliance documents were submitted with the grant application.

Program Manager: Chris Halbur, Outdoor Recreation Grant Section Chief
Address: Wisconsin Department of Natural Resources
2984 Shawano Ave, Green Bay, WI 54313
Phone #: 920-360-1490
Email: Christine.Halbur@wisconsin.gov

Contact Person: Jennifer Gihring, Federal Aid Coordinator
Address: Wisconsin Dept. of Natural Resources
101 S. Webster Street - GEF2
Madison, WI 53707
Phone #: [608-264-6138](tel:608-264-6138)
Email: Jennifer.Gihring@wisconsin.gov

Ashland Oredock Redevelopment Project Funding

Phase 1: Diamond Access

Status	Funding***	Amount	Match %	Match Source(s)
Awarded	WCM (2017 Grant, construction docs)	\$80,000.00	60%	Trust
Awarded	DNR LWCF/Stewardship (2018) Grant	\$300,000.00	50%	Trust
Awarded	Otto Bremer Foundation Grant	\$150,000.00	0	NA
Awarded	Wisconsin Coastal Management Grant	\$150,000.00	60%	Trust
Pending	DNR Stewardship (2020 pending) Grant****	\$249,000.00	50%	Trust/SFR
Pending	USFWS SFR (2020 Pending) Grant	\$50,757.00	50%	DNR/Trust
	Oredock Trust Allocation	\$1,600,000.00	NA	NA
Funding Total		\$2,579,757.00		
To be determined sources		\$337,223.00		
GRAND TOTAL		\$2,916,980.00		

Ashland Oredock Redevelopment Projected Costs Phase 1

Project/Phase	Year	Implemented	Estimated Cost
Phase 1: Diamond Access Part 1	2019		\$658,615.00 includes 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 \$1,000,000 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 Part 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

****DNR Funding was applied for in 2019 for \$300K but still pending in JFC, reapplied in 2020 for \$249K to DNR Stewardship.

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

SUBJECT: Approve a Grant Agreement between the State of Wisconsin Department of Administration, Division of Intergovernmental Relations, Wisconsin Coastal Management Program and the City of Ashland for Unified Development Ordinance Updates (*Planning*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
Administration
Finance Department

EXHIBITS: 1. Grant Agreement between the State of WI Dept of Administration Coastal management Program and the City of Ashland

EXPENDITURES REQUIRED: \$30,000

AMOUNT BUDGETED: \$15,000 Fund 245: Community Development

APPROPRIATION REQUIRED: \$15,000 Approval of Wisconsin Coastal Management Grant

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed UDO and zoning updates which will be completed with the assistance of the awarded grant funding directly furthers Comprehensive Plan goals related to sustainability and waterfront connectivity.

SUMMARY STATEMENT:

The City of Ashland budgeted \$15,000 in the 2020 Budget through Fund 245 to implement updates to the City's Unified Development Ordinance (UDO) and zoning updates to further recommendations made in the Comprehensive Plan and Waterfront Development Plan. Grant dollars and the City's budgeted matching funds will be used to retain a consultant to perform code review and updates of the City's UDO to better promote/incentivize green infrastructure, evaluate standards for impervious surface coverage and stormwater management in waterfront zoning districts, and implement some of the zoning amendments in the ore dock upland area and other waterfront districts.

The intent behind these updates is to better align the City's development ordinance, particularly in relation to stormwater quality and future waterfront development, with the goals and principles included in the Comp Plan and Waterfront Development Plan. This revision process will involve public input, and incorporate best practices from other waterfront communities which adhere to Wisconsin State Statutes. If the grant award is accepted, solicitation for a qualified firm to lead this zoning and UDO update process will take place through a competitive Request for Proposals process.

**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, 2021**.

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 **Fifteen Thousand Dollars (\$15,000.00)** and the Grantee agrees to provide **Fifteen Thousand Dollars (\$15,000.00)** 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
RELATION**

BY: _____
Debra S. 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 **Kate Angel**, 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 **Megan McBride**, 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, 2020** through **June 30, 2021** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

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

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

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

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

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

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

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 11. TERMINATION AT WILL

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

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

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

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

ARTICLE 13. FAILURE TO PERFORM

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

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

ARTICLE 14. PUBLICATIONS

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

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

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

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

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and 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 **NA20NOS4190092**. 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 **50%** of the total cost or not to exceed **Fifteen Thousand Dollars (\$15,000.00)**. The Grantee shall provide **50%** of the total cost, or **Fifteen Thousand Dollars (\$15,000.00)**. 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 # AD209127 – 021.11

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☒ Coastal Resources and Community Planning ☐ Great Lakes Education ☐ Public Access and Historic Preservation
2. Project Title (max. 15 words): Unified Development Ordinance and Zoning Updates for Coastal Resource Protection and Water Quality Improvement	
3. Organization applying: City of Ashland, Wisconsin	5. Organization nine-digit DUNS Number: 071499719
4. Contact Person and Address (include full, nine-digit zip code): Megan McBride 601 Main Street W Ashland, WI 54806 Phone: 715-682-7041 Email: mmcbride@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located: N/A
	8. Congressional District #: 7
	9. State Senate District #: 24
	10. State Assembly District #: 74
11. Total Project Cost: \$30,000	
12. WCMP Share: \$15,000	14. WCMP Percent: 50%
13. Applicant Share: \$15,000	15. Applicant Percent: 50%
16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task; add more as applicable. Consider completing this portion of the application last to summarize your proposal.	
a. Project Description: The City of Ashland is seeking assistance from the Wisconsin Coastal Management Grant Program for Coastal Resources and Community Planning to update the City of Ashland's Unified Development Ordinance (UDO) and implement associated zoning changes within the Waterfront and City Center zoning districts. The City will utilize a competitive Request for Proposals process to contract with a qualified firm who will provide technical assistance, coordinate one community meeting and one stakeholder meeting, and synthesize public input along with goals in existing City plans (i.e. Waterfront Development Plan, Comprehensive Plan). The consultant, in collaboration with City staff, will provide recommended ordinance revisions and zoning changes that align with the community's vision for the waterfront, improve water quality and protect coastal resources, and incorporate best practices that further the City's long-term goals for waterfront development.	
b. Project Tasks/Deliverables: 1. Public outreach: City of Ashland staff will work with the retained consultant to host at least one public meeting and one stakeholder meeting to gather input. Input gathered through the robust public input process utilized in the recent update of the City's Waterfront Development Plan will also inform UDO updates and zoning recommendations. 2. Unified Development Ordinance Update: A final recommended version of the Unified Development Ordinance (UDO) will be prepared and presented to the Plan Commission and Ashland City Council for approval. 3. Zoning Changes in Waterfront and City Center zoning districts: Recommendations for zoning changes will be developed, required notification and outreach to affected property owners will be performed, and final recommendations will be prepared and presented to the Plan Commission and City of Ashland Common Council for approval by the retained consultant in partnership with City staff.	

Attachment A

Grant Agreement # AD209127 – 021.11

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

The City of Ashland's Unified Development Ordinance (UDO) was last updated in 2012; this update consisted of consolidating other existing codes into a single ordinance rather than a thorough revision of policies and standards. The UDO is the City's primary mechanism for enforcement of desired development standards. The 2012 revision of the UDO does not align with the community's 20-year vision as expressed in the City of Ashland's Comprehensive Plan: Authentic Ashland 2035, which was updated in 2015. In order to move away from Ashland's past industrial uses of the waterfront towards more sustainable uses that both protect and capitalize upon the waterfront as it is our biggest community asset and is crucial that the City's Development Ordinance be updated to reflect these values.

As part of this UDO update process, the City will also be implementing targeted rezoning of its waterfront and City Center districts. Since the UDO lays out specific use standards for various zoning districts within the City, pairing rezoning of these sensitive areas with revision of the standards that govern them will help ensure that it can be used as a tool for facilitating the types of sustainable development identified in the City's Comprehensive Plan, City Strategic Plan set by Council, and the City's Waterfront Development Plan (in draft format to be approved by City Council in December 2019).

Another problem the City of Ashland is facing is that of outdated sanitary and storm water infrastructure which has caused several notable overflows of the sanitary sewer system overflows (SSOs) in recent years. This issue is one which has received a great deal of public attention through newspaper articles, social media campaigns, and subsequent public educational forums to address these public concerns and fears. Smoke testing and televising is currently underway to identify the largest contributors to these overflows, but the degree of reconstruction needed to replace enough 100+ year old pipes to significantly combat these SSOs will be a lengthy and ongoing process. In order to assist with reducing and slowing storm water and encourage resiliency to be built into the overall landscape of the City, the Planning & Development Department would like to incorporate Sustainability, Resiliency, and Green Infrastructure as central focuses of the UDO revision. Specifically, City staff will work with the retained consultant to ensure that best practices are promoted and incentivized green infrastructure are included throughout the updated UDO and existing barriers to green infrastructure are removed.

2. Project Description:

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. 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. Describe how the project will address the issue(s) outlined in the Background/Context section, above.

The proposed project will incorporate community input and direction provided in other City planning documents to update the City's Unified Development Ordinance (UDO) and implement associated zoning changes. Since neither the UDO nor the City's zoning map have undergone any substantial updates since 2012, the updating of both with guidance from the recently completed Waterfront Development Plan will address the gap between the existing policy and the current community vision. Waterfront zoning districts have been included for revision since the existing zoning and development standards are currently the least compatible with Authentic Ashland 2035 recommendations. Remnant industrial uses are still allowable in certain areas along the waterfront, these area will be rezoned to facilitate mixed commercial/residential and recreational uses. The City Center district has been included in this process since it is zoned for the most dense development, is located only one block from the waterfront, and is a district with considerable anticipated development over the next 10-15 years. The proposed UDO updates will ensure that the development standards within the new waterfront and City Center districts will facilitate green infrastructure, reduction in impervious surface coverage, incorporation of native landscaping and other standards that will help improve and protect the shoreline and water quality of Lake Superior moving forward. Additionally, in light of community challenges related to stormwater management including elevated E. coli levels at public beaches, recurring SSO issues, and damage to public and private property during major weather events, the focus of these revisions will be to incorporate best practices in facilitating and incentivizing green infrastructure in new developments to better build resiliency and resistance into the landscape of the City and protect our coastal resources for years to come.

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

The proposed ordinance updates and rezoning will involve collaboration with a number of other organizations to provide guidance and ensure that the City's policies going forward serve the best interest of the community as a whole as well as the Lake. The revisions recommended in this plan will also integrate with the City's recent planning efforts and robust public engagement processes that took place in 2015 to update the Comprehensive Plan and in 2019 for updates to the Waterfront Development Plan. These City planning documents will provide the framework to ensure the UDO and zoning updates will function as tools for implementation of the community's vision for future waterfront development and protection of our coastal resources. Revising the UDO in conjunction with rezoning of the identified areas will ensure that recommended changes are complimentary and will work together to ensure that future

Attachment A

Grant Agreement # AD209127 – 021.11

waterfront and downtown development help to protect the Chequamegon Bay and Lake Superior for years to come.

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

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need.
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. 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
Nonpoint Source Pollution Control	• 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 • 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 • Acres Acquired

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

The waterfront zoning districts were identified for revision in the City's Comprehensive Plan (updated in 2015) which articulates the community's desire to transition the waterfront away from its historic industrial and heavy commercial uses towards lighter mixed commercial/residential and recreational uses. Having recently completed remediation of the Superfund site, which is centrally located along Ashland's waterfront, the community has become acutely aware of the toll that heavy industrial uses have taken on our waterfront. The proposed project will eliminate the possibility for industrial development along the waterfront, while also incentivizing green infrastructure, reduction in impervious surface and other best practices for improving water quality and shoreline health.

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

Codifying the community's vision and goals as expressed in the Comprehensive Plan (updated in 2015) and Waterfront Development Plan (updated in 2019) into the City's zoning and development standards will be an effective, long-term solution to help address water quality and coastal sustainability challenges the City has been facing. While City staff currently work with developers to encourage inclusion of green infrastructure in new developments, particularly those located within waterfront zoning districts, it is often met with limited success as GI are not required or incentives in the current UDO. Incorporating these standards and best practices within both the UDO and zoning regulations will ensure that water quality is a central consideration for all development projects in the future.

c. Describe how this project addresses priorities identified in local, state, regional or national plans, the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.

This project will addresses the below high priority needs:

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 9.0 ACTIONS, PROJECTS, AND IMPLEMENTATION Climate Change : Respond to Climate Change talks about the need to "Review and revise conservation, restoration and management plans, guidelines and regulations as required in response to projected climate change impacts".

Multi-State:

- 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". The zoning changes and ordinance amendments that will come out of this planning effort will help to

Attachment A

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transition Ashland's waterfront away from its industrial past towards community-oriented recreational and commercial opportunities.

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".
- Northwest Regional Planning Commission

County:

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

Local:

- Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035 states under *Ashland Priorities : Protect and Connect the Lake* "For the lake to shape Ashland in the 21st Century, it must be treated in ways that stimulate demand for the city's downtown and neighborhoods. This means that high-quality connections and access to the lake are profoundly important."
- Ashland, Inspired: A Waterfront Development Plan for Ashland, WI (still a draft, will be reviewed by City Council for approval in December 2019) articulates the community's vision for the waterfront as "a waterfront area that connects Ashlanders to their the Lake Superior shoreline both visually and physically, provides opportunities for recreation and a diversity of experiences, and allows the environment and economy in Ashland to thrive."
- The City is a member of the Chequamegon Bay Area Partnership (CBAP) and this project would meet several of the resource management priorities addressed in the CBAP Strategic Priorities document such as "Identify and Restore Degraded Terrestrial and Aquatic Habitats" and "Promote Climate Change Mitigation and Adaptation Projects"

d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below.

The measurable result of the community planning project proposed in this application will be that the City's primary tools for regulating and incentivizing development (the Unified Development Ordinance and Zoning Code) will be updated to better align with the community's vision for the waterfront and protect the City's most important attribute: Lake Superior for years to come. As the City transitions away from the historic industrial focus of the waterfront towards more passive, public and recreational uses, implementing the types of zoning and ordinance changes outlined in this grant proposal will ensure that future developments align with this long-term vision for Ashland's waterfront. Additionally, adjusting the City's standards for development in the Waterfront and City Center zoning districts to require (where possible) and incentivize green infrastructure best management practices to ensure the Lake Superior continues to be a vital, health community asset. Deliverables will include the final updated UDO and final revised City Zoning Map.

4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1.
- b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Timeline with tasks and major milestones.

City of Ashland Unified Development Ordinance and Zoning Update Tasks and Timeline:

July 2020	- Retention of a reputable consulting firm to assist with plans update thru a competitive RFP process
August 2020	- Public meeting and stakeholder meeting
September 2020	- Compilation of public input
December- January 2020	- Updates/rewrite of the Unified Development Ordinance and Waterfront/City Center zoning
February 2021	- Draft Ordinance and zoning changes presented to Planning Commission and the general public
March 2021	- Final ordinance and zoning changes presented to City of Ashland Common Council

b. City of Ashland Unified Development Ordinance Update and Rezoning Deliverables:

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- 1) Retain a consulting firm to assist with plan update
 - Outcome #1 : Retention of a reputable and qualified firm with experience assisting communities develop ordinances based on stormwater management and water quality promotion best practices
- 2) Gathering of Public Input
 - Outcome #2 : Creation of stakeholder group and hosting of two meetings (one stakeholder meeting and one for the general public) to gather input on challenges, recommendations and assess need for public education and outreach updates
- 3) Development of updated Unified Development Ordinance and Zoning Map
 - Outcome #3: Retained firm and City will compile public input to update the Unified Development Ordinance and associated rezonings of waterfront and downtown City Center districts based on input, best practices and direction provided in the City's Comprehensive Plan
- 4) Approval and Implementation
 - Outcome #4 : City Staff and Retained firm will present the ordinance and zoning updates to the Ashland City Council for approval and implementation. A public presentation and hearing will be held as part of the approval process.

c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?

Input will be sought both from the general public as well as stakeholders to inform the ordinance and zoning change recommendations proposed in this grant application, and the robust public input that was gathered through the Waterfront Development Plan update process will also be utilized. This exceeds the state's requirements to host a public hearing at the Plan Commission level prior to a recommendation being forwarded to City Council, which will also take place. The consultants will be responsible for managing outreach to affected property owners related to the rezoning of properties, who will be invited to the initial public meeting as well as the formal public hearing held per state statutes.

Upon completion, the Planning & Development Department will work in collaboration with Ashland Area Development Corporation and the Ashland Area Chamber of Commerce to create and distribute informational materials (handouts, brochures, etc.) to existing and future businesses as this will be a key group impacted by development standard changes. Outreach will also be done to the community at large to educate them about City efforts to implement long-term solutions to the water quality challenges facing Ashland and other coastal communities.

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

N/A

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- c. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(names required, if known)</i>	\$	\$	\$
Fringe Benefits <i>(provide rate)</i>			
Equipment			
Travel			
Supplies		1,000	1,000
Contractual <i>(complete Table 2)</i>	15,000	14,000	29,000
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals			

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
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Unified Development Ordinance Update	\$10,000	\$0	\$10,000
Zoning Updates in Waterfront and City Center districts	5,000	14,000	19,000
Indirect Charges (<i>requested indirect should not exceed 15% of total requested amount</i>)			
Totals			

Table 3: Additional budget items (optional)

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

6. Budget Description

- Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed.
- Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. The City of Ashland budgeted \$15,000 to update the Unified Development Ordinance and implement associated rezonings in 2019. Additional funding through the Great Lakes Imitative Green Infrastructure Champions Mini Grant was applied for but not funding, and the City will continue to identify and apply for matching grant funding to further broaden the scope of updates possible through this effort. b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding. The City has explored the possibility of applying for a CDBG Planning grant, but with recent updates to the community's LMI status the City would not be eligible to apply for a planning grant with community-wide benefit at this time. The City also applied for funding through the Great Lake's Commission's Green Infrastructure Champions Mini Grant program but did not receive funding as the scope of revision to the City's ordinance and zoning goes beyond their mission of encouraging and incentivizing green infrastructure (though this will be a major focus). The Wisconsin Coastal Management Program grant for Coastal Resources and Community Planning is a much better fit as the overall intent of these revisions is to codify best practices in stormwater management to ensure future development with the City's waterfront and City Center districts will help to protect and ideally improve our coastal resources. c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts. The City of Ashland budgeted \$15,000 to update the Unified Development Ordinance in 2019, which was ultimately reallocated to be utilized in 2020 to ensure the City's Waterfront Development Plan would be completed prior to the UDO update and rezoning process. d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

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Wisconsin Coastal Management provided grant funding to assist in updating the City of Ashland's Waterfront Development Plan which will be reviewed and approved by Ashland City Council in December, 2019. This effort involved a robust public input process to engage Ashland residents about the vision for future the waterfront, with public access, connectivity to the downtown and protection of the water quality in Chequamegon Bay were central themes that emerged from community feedback. Based on this public input, recommendations for future waterfront uses, increasing connectivity between Ashland's historic downtown and the waterfront, and opportunities for green infrastructure comprise a large portion of the Waterfront Development Plan. Receiving grant funding to assist with the proposed UDO and zoning updates will ensure these primary implementation tools align with the goals and values outlined in the newly updated Waterfront Development Plan.

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 (describe their roles).
- 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 (describe their roles).

The City of Ashland will be the lead entity on this project, but will be partnering with a number of community organizations and stakeholders to inform the updates including Ashland Area Development Corporation, Northland College, the Mary Griggs Burke Center for Freshwater Innovation, Great Lakes Indian Fish and Wildlife Commission, and the Ashland Area Chamber of Commerce. These stakeholders will help to provide the balanced insight and guidance the City is looking for to ensure there is continued community support for the City's efforts to implement standards that facilitate development that will contribute to stormwater management and sustainability solutions rather than the problem. The City will also leverage its status as a Green Tier Legacy Community to collaborate with other Wisconsin communities, the WDNR, 1,000 Friends, and other network partners to identify and incorporate best practices into the planning process.

b. Develop exceptional marketing, outreach or education strategies.

City staff will work with the retained consultant in conjunction with the Planning Department's Graphic Design intern to create a broad array of educational materials that highlight the changes made through the update process while others will focus on education related to best stormwater management practices included in the plan. The City was recently awarded 1.5 AmeriCorps members to work on education surrounding water quality issues, who will assist with creation of materials as well as outreach to local residents and businesses about actions they can take to help protect the Lake as well.

c. Encourage coast-wide projects or solutions.

Many communities around the Great Lakes are currently utilizing outdated ordinances and zoning regulations due to lack of funding and/or staff time to update these community planning tools in conjunction with other plan updates. The proposed project activities will provide a model for other communities wishing to make significant changes to their local zoning and codes and emphasize best practices in working with the business community and developers to ensure the community's economic and environmental sustainability are not falsely pitted against each other. Involving members of the business/development community will be important to ensure a common understanding of the community-wide benefits (including for said businesses) that result from having fresh, clean, resilient coastal resources.

d. Engage underrepresented communities.

The City will invite representatives from the neighboring Bad River Tribe and Great Lakes Indian Fish and Wildlife Commission to participate in the stakeholder meeting to ensure their input is incorporated into any policy changes and that we can work together towards a shared vision of a healthy, vibrant shoreline and Lake.

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 (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



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 # NA20NOS4190092.

ATTACHMENT F

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

A. General Guidelines

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

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

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

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

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

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

B. Investigating Scientific Integrity or Scientific and Research Misconduct

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

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

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

C. Findings and Corrective Actions

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

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

SUBJECT: Approve a Resolution to Set a Public Hearing Date for the Vacation of That Part of 44th Avenue East Lying between Lot 8 Block 3 and Lot 1 Block 4, all in Lake View Addition, City of Ashland, Ashland County, Wisconsin (*Planning*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
Public Works Department

EXHIBITS: 1. Proposed Resolution
2. Proposed ROW Vacation Aerial Map

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

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

SUMMARY STATEMENT:

It is required through City of Ashland ordinance Chapter 618 as well as Wisconsin State Statute for a public hearing to be set through resolution of the City Council for the consideration of citizen-initiated requests to vacate portions of undeveloped right-of-way. The proposed vacation has been reviewed by the Planning and Development Department as well as Public Works Department, and City staff do not have any concerns with moving the requested vacation forwards for public hearing as well as consideration from the Plan Commission and City Council.

**RESOLUTION TO SET A PUBLIC HEARING DATE FOR THE VACATION OF
THAT PART OF 44TH AVENUE EAST LYING BETWEEN LOT 8 BLOCK 3
AND LOT 1 BLOCK 4, ALL IN LAKE VIEW ADDITION, CITY OF ASHLAND,
ASHLAND COUNTY, WISCONSIN**

WHEREAS, the Common Council of the City of Ashland has received a request to vacate the undeveloped right-of-way located north of Lake Park Road, legally described as follows:

That part of 44th Avenue East lying between Lot 8 Block 3 and Lot 1 Block 4, all in Lake View Addition, City of Ashland, Ashland County, WI as depicted on the attached map; and

WHEREAS, the Common Council of the City of Ashland wishes to gather public input to determine if it is in the best interests of the City to vacate the above mentioned right-of-way, with the exception of any needed easements for public utilities and access to public utilities, including but not limited to water, sewer, electric and natural gas utilities, which interests are specifically reserved by and for the benefit of the City of Ashland and any other public utility; and,

WHEREAS, the Planning Commission will consider this matter at their August 18, 2020, meeting.

WHEREAS, under Wisconsin Statute 62.15(1b), the emergency will need to be declared over by the Common Council once it no longer exists.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby sets a Public Hearing in compliance with Wisconsin State Statute 66.1003 for the presentation and discussion of the above mentioned undeveloped right-of-way vacation at the Tuesday, August 25, 2020 Council meeting.

PASSED: July 14, 2020

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

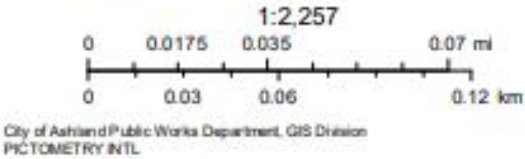
APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Proposed ROW Vacation (44th Ave E)



7/8/2020, 10:01:58 PM



SUBJECT: Approve the State Municipal Agreement (SMA), Dated April 30, 2020 for the Waterfront Access Road Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Finance Director

EXHIBITS: 1. State/Municipal Agreement, April 30, 2020
2. Award Letter from WI Dept of Transportation, March 6, 2020

EXPENDITURES REQUIRED: \$1,764,633.77 Current estimate of Waterfront Access Road

AMOUNT BUDGETED: To be budgeted for in future (2022-2026):

\$ 565,728.00 WI DOT Multimodal Local Supplement
524,382.39 Fund 470 - Streets, Sidewalks, Storm Water
406,513.95 Fund 680 - Water Utility
268,009.43 Fund 690 - Wastewater Utility
\$1,764,633.77

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: N/A

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

SUMMARY STATEMENT:

The 2020-2021 Wisconsin State Budget included a one-time funding initiative of \$75 million for local transportation projects that have a demonstrated impact on the economy of local government. The State is administering these funds as a reimbursement program called the Multimodal Local Supplement (MLS) with policies mirroring the existing Local Road Improvement Program (LRIP). In December 2019, the City of Ashland Public Works Department submitted an application for MLS funding for the Waterfront Access Road,

which consists of repaving Prentice Avenue from the boat launch to St. Claire Street, and the reconstruction of St. Claire Street (roadway, sidewalk, stormwater, water, and sewer) from Prentice Avenue to Stuntz Avenue.

In March 2020, the City was notified that the Waterfront Access Road was one of 34 City/Village projects selected for MLS funding throughout the state. The grant application developed by Public Works demonstrated that reconstruction of the roadway would provide multimodal connectivity between the redeveloped Superfund site and the ore dock, two areas where the City is actively planning significant investment in redevelopment of Ashland's waterfront.

The State received over 1,600 MLS applications totalling over \$1 billion in grant requests. Due to the high demand and need for transportation funding throughout the state, the DOT awarded MLS funding at a lower cost share than anticipated. Grant application guidelines indicated that projects would be awarded with eligible reimbursement up to 90% of the project's eligible costs (roadway, sidewalk and stormwater). The City's application was awarded at 48% of the project's eligible costs. The total eligible cost associated with the project application was \$1,178,600.23, with a total project cost of \$1.59 million. MLS grant funding was awarded up to \$565,728.11.

The loss of City staff following submittal of the application has resulted in the anticipation of additional costs for project engineering, bringing the estimated project total to \$1.76 million. The City's share of the project is estimated to be approximately \$525,000 with the remaining funds provided by the MLS grant and funding from the Water and Wastewater Utilities. The Department of Transportation (DOT) considers costs associated with water and wastewater infrastructure to be non-participating work.

The City has a six year project delivery window, meaning the project must be scheduled for construction by 2026. The majority of the roadway condition was rated as poor or worse in 2019 while the existing water main serving the project area was installed prior to the year 1900. High-capacity stormwater mains feeding two separate outfalls to Chequamegon Bay would also be upgraded as part of the project as well as replacement of up to four blocks of sanitary sewer main.

The DOT has provided a State Municipal Agreement (SMA) associated with the project. The Public Works Department recommends approval of the SMA in order to utilize the grant funding and allow the project to be scheduled for future construction.

DOT Grant Award:	\$565,728.00		
Grant Eligible Project Costs	City Share (48.1%)	DOT Share (51.9%)	
Design/Construction Engineering	\$84,001.68	\$77,862.51	
Roadway (Fund 470)	\$186,478.77	\$213,944.33	
Sidewalks (Fund 470)	\$87,827.57	\$94,752.45	
Storm Water (Fund 470)	\$166,074.36	\$179,168.71	
City Share Total	\$524,382.39		
DOT Share Total	\$565,728.00		
Non Participating Project Costs:			
Water Utility (Fund 680)	\$406,513.95		
Wastewater Utility (Fund 690)	\$268,009.43		
Project Total	\$1,764,633.77		



**STATE/MUNICIPAL AGREEMENT
FOR A LOCAL- LET MULTIMODAL
LOCAL SUPPLEMENT PROJECT**

**Program Name: Multimodal Local
Supplement (MLS)**

MLS Group: City/Village

State Appropriation #: 207

Date: April 30, 2020

I.D.: 1009-49-46/1009-50-46

Road Name: St. Claire Street (and one block of
Prentice Avenue)

Limits: Prentice Avenue to Stuntz Avenue

County: Ashland

Roadway Length: 0.4 miles

Project Sponsor: City of Ashland

Application Number: 1579

The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 20.395(2)(fc), 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document. The Municipality agrees to contract with an infrastructure consulting firm for construction engineering oversight.

Existing Facility - Describe and give reason for request: Prentice Avenue is the primary connection from US 2 to the waterfront and St. Claire Street is the east/west connection between Kreher Park and the Oredock. Reconstruction of St. Claire Street will provide connectivity along the waterfront for all modes of transportation.

The Municipality has listed the pavement condition of the roadway as a 3, according to WISLR.

Proposed Improvement - Nature of work: The project is a 0.4-mile road reconstruction on St. Claire Street using hot mix asphalt, from Prentice Avenue to Stuntz Avenue, and an additional block of Prentice Avenue. The improvement includes road reconstruction and pulverization, storm sewer reconstruction, and sidewalk additions.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project: Sanitary sewer, water main, other utilities.

The Municipality agrees to the following 2020-2021 Multimodal Local Supplement project funding conditions:

Under the MLS program, project construction costs may be funded with up to 90% state funding to a maximum of \$565,728 for all state-funded project phases when the municipality agrees to provide the remaining minimum 10% and all funds more than the \$565,728 state funding maximum, in accordance with the Multimodal Local Supplement (MLS) program guidelines. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to state authorization is not eligible for state funding. The Municipality will be notified by the State that the project is authorized and available for charging. For this project, the project will be funded at 48% resulting in \$565,728 of funding for eligible items.

This project is currently scheduled as a locally let project. **In accordance with the State's sunset policy for Multimodal Local Supplement projects, the subject 2020-2021 Multimodal Local Supplement improvement must be constructed and in final acceptance within six years from the date of MLS project award.**

The dollar amounts shown in the Summary Funding Table below are state maximum amounts unless explicitly identified otherwise. These amounts are calculated based on estimated eligible costs submitted in the project sponsor's MLS application. The final Municipal share is dependent on the final State participation, and actual costs will be used in the final division of cost for reimbursement.

Project Cost Summary	Estimated Costs	MLS/State Funds	Municipal Funds
Engineering:	\$153,730	\$73,790	\$79,940
Right of Way Acquisition:			
Construction:	\$1,024,870	\$491,938	\$532,932
Total Eligible Costs:	\$1,178,600	\$565,728	\$612,872
Total Ineligible Costs:	\$410,930	\$0	\$410,930
Total Improvement Costs:	\$1,589,530	\$565,728	\$1,023,802

\$565,728 is the maximum MLS award for this project and reimbursements may not exceed 90% of project costs.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of either the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Ashland (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the MLS program guidance, applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.
2. The design and construction of the improvement shall be in accordance with nationally recognized association standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.

4. The work, which is eligible for state participation will be administered by the Municipality/County. The authority for the state to delegate this responsibility is described in General requirements for administering federal and state aid set forth in ch. Trans 206 and Wis. Stat 86.25(2). Municipal staff resource time is not eligible for payment under this grant.
5. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements that include, but are not limited to, the following:
 - a) The improvement must be advertised for bid for a minimum of fifteen (15) consecutive days, and contracts awarded to the lowest responsible bid.
 - b) Other competitive bidding requirements set forth in Wis. Stat. 16.855, 66.0901, 985.01(1m) and 985.07.
6. State financing will be limited to up to 90% participation in eligible items or to the limit approved for the improvement - whichever is less.
7. Payments to the Municipality/County can be made to the Municipality/County prior to completion of the project for partial project reimbursement. MLS reimbursement request forms will be provided to the Municipality/County with the signed SMA and the authorization to incur costs form. Project reimbursement documents may also be submitted to WisDOT at time of project completion for one-time reimbursement. Total project reimbursement amounts cannot exceed initial program award amounts. Project reimbursements will be issued to the primary sponsor. Required documentation that must be submitted to WisDOT by the primary sponsor prior to project reimbursement includes the following:
 - a) A copy of the advertisement to bid – ideally an Affidavit of Publication – identifying the text of the ad, the name of the publication in which it was placed, and the dates it was advertised.
 - b) Lowest responsible bid award and rejection notices or dated board minutes, including action taken.
 - c) An Exception to Standards, if applicable to the project.
 - d) Documentation to confirm contractor(s) payment.
8. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality, including General Transportation Aids under Wis. Stat. 86.30.
9. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the state and will furnish copies when requested.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000.
11. Federal Single Audits of Local Government Units:
 - a) The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133).
 - b) This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c) The Municipality/County will keep records of costs of construction, payroll documents, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the Department within twelve (12) years of project closing.

12. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.
13. In accordance with the State's sunset policy for MLS projects, the subject improvement must be constructed and submitted for reimbursement within 6 years of award.
14. Design and construction work prior to state authorization is ineligible for state funding.
15. If real estate costs total under \$100,000, these costs must be entirely locally funded. If real estate costs exceed \$100,000, all real estate costs are eligible for MLS funding but do not increase the original MLS project award.
16. The appropriation from which this grant is to be paid is the result of a gubernatorial veto of 2019 Wisconsin Act 9 that is currently the subject of litigation pending before the Wisconsin Supreme Court (Wisconsin Institute for Law and Liberty v. Gov. Evers). The outcome of that litigation could adversely affect the availability or amount of funds that are otherwise payable under this contract, or the ability of the Department of Transportation to perform this contract.
17. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

[End of Document]



Wisconsin Department of Transportation
Office of the Secretary
4822 Madison Yards Way, S903
Madison, WI 53705

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 266-1114
FAX: (608) 266-9912
Email: sec.exec@dot.wi.gov

March 6, 2020

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

Dear John,

Congratulations—the City of Ashland Waterfront Access Road project has been recommended for funding and approved by the Wisconsin Department of Transportation (WisDOT) Secretary's Office. This letter confirms funding for the City of Ashland Waterfront Access Road project from the 2020-2021 Multimodal Local Supplement (MLS) program. The program is a one-time funding initiative of \$75 million for multimodal local system transportation projects that have demonstrated an impact on the local unit of government's economy. MLS is a reimbursement program administered by WisDOT that assists local units of government in improving roads, bridges, harbors, railroads, transit services, and bicycle/pedestrian accommodations by paying a percentage of eligible project costs, with the balance matched by the sponsoring local unit of government.

MLS award recommendations are made by committees comprised of local officials that evaluate applications and ensure that state funds go to projects that directly benefit local communities. With over 1,600 MLS applications submitted and over \$1 billion in grant requests, the MLS committees sought to answer this sizeable demand by funding as many projects as possible and by adjusting awarded funding percentages.

Your project was one of 34 City/Village MLS projects selected for funding by the Multimodal Local Supplement City/Village Committee in the 2020-2021 biennium. The total eligible costs associated with the project is \$1,178,600.23, and WisDOT will reimburse the City of Ashland up to 48.0% of the project's total cost, to a limit of \$565,728.11.

Thank you for your commitment to providing a quality transportation system that fosters economic growth, regional connectivity, and cost effectiveness, while ensuring public safety. As a state and local partnership, we are working together to improve our transportation infrastructure.

You will soon receive a State/Municipal Project Agreement (SMA) from WisDOT, which must be signed and returned prior to incurring project costs. If you have any questions, please contact WisDOT MLS Program Manager Ryan Spaight at (608)-266-1322 or ryan.spaight@dot.wi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Thompson", is written over a light blue horizontal line.

Craig Thompson, Secretary

cc: Joe Nestler, WisDOT Division of Transportation Investment Administrator
Dave Simon, WisDOT Bureau of Transit, Local Roads, Railroads & Harbors Director
June Coleman, WisDOT Bureau of Performance Improvement and Strategic Initiatives Director
Merrill Mechler-Hickson, WisDOT Local Programs & Finance Program & Policy Supervisor
Ryan Spaight, WisDOT Local Programs & Finance Multimodal Local Supplement Program Manager

SUBJECT: Approve Entering into a Contract with Ayres Associates Inc for Design Engineering Services on the Bike and Pedestrian Facility Improvement Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director

EXHIBITS:

1. State and Municipal Agreement Update Project Scope
2. City of Ashland Proposed Paved Trail Improvements (Map)
3. Engineering Services Contract between the WIDOT, City of Ashland, and Ayres Associates Inc

EXPENDITURES REQUIRED: \$100,000 Trail improvement design

AMOUNT BUDGETED: \$18,000.00 Fund 453 - Waterfront Development - 2020 CIP

APPROPRIATION REQUIRED: \$ 2,000.00 Fund 453 - Waterfront Development
\$80,000.00 TAP Grant
\$82,000.00 Total

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on July 8, 2020 that Ayres & Associates Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: N/A

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

SUMMARY STATEMENT:

The City Council at the December 11, 2018 council meeting approved the State Municipal Agreement (SMA) for WisDOT Transportation Alternatives Program (TAP) Grant for the City of Ashland, Ashland Rails to Trails System

(ARTS) Improvements. The grant is to resurface and replace portions of the City's existing multi-use trail; project completion will be in construction year 2021. Design for the project must be completed during the winter of 2020 to allow for the project to be let in spring of 2021 per DOT requirements for timely use of the funds.

In April 2020 the Public Works Department solicited a Request for Qualifications for engineering design services for the project. Three firms responded: Ayres Associates, Cedar Corporation, and Northern Wisconsin Based Engineers, Inc. (NWBE). The responses were reviewed and ranked by John Butler, Director of Public Works, Sara Hudson, Director of Parks and Recreation, and Brant Kucera, City Administrator. Ayres Associates ranked the highest and was selected to begin work on project design.

The Public Works Director has been working with Ayres on some preliminary design work for the project, including development of a specific scope of work for trail improvements, and recommends entering into a contract with Ayres Associates, Inc. for design of the Rails to Trails Resurfacing Project.

The total amount of the contract for design services is \$84,268.98.

The construction portion of this project will be funded with a \$25,000 donation, Waterfront Development Fund 453, and the TAP Grant.

PHASE	SUMMARY OF ESTIMATED COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 8995-00-03					
Design	\$90,000	\$72,000	80%*	\$18,000	BAL*
Design Review #	\$10,000	\$8,000	80%*	\$2,000	BAL*
ID 8995-00-04					
Participating Construction	\$780,000	\$624,000	80%*	\$156,000	BAL*
Participating Construction Review #	\$20,000	\$16,000	80%*	\$4,000	BAL*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$900,000	\$720,000	MAX	\$180,000	N/A

*This project has a TAP federal funding maximum of \$720,000. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

Project ID 8995-00-03/04
City of Ashland, Various Locations
Bike & Pedestrian Facility Improvements
Ashland County
State and Municipal Agreement Updated Project Scope

1. PROJECT OVERVIEW AND DESCRIPTION

The goal of this project is to widen and improve the surface on segments of the existing multi-use trail within the City of Ashland. The affected trail segments are described as the Waterfront Trail Segment, the 24th Avenue East Connector Trail Segment, and the 5th Street Corridor Trail Segment. The total length of the proposed trail improvement is approximately 5 miles.

The work will include a combination of asphalt widening and resurfacing and subgrade improvements at locations where existing trail is in poor condition. This may also include culvert pipe replacements. Much of the existing trail was initially constructed with 8-foot wide asphalt pavement and gravel shoulders. Most 8-foot wide trail segments for the project will be widened to a 10-foot wide asphalt paved surface. Trail segments will include gravel base widening, 10-foot wide 2-inch thick asphalt pavement, and turf shoulders. All work will comply with WisDOT standards unless otherwise agreed to.

2. TRAIL SEGMENT SPECIFICS

Waterfront Trail Segment:

This multi-use trail segment generally follows the Lake Superior shoreline from Maslowski Beach Park (on the westerly side to Bayview Park (24th Ave. E.)

High Lake Superior water levels combined with storms creating high waves have caused trail damage and shoreline erosion at several locations along the waterfront trail. The City has recently installed rock riprap material along the most severely damaged segments of the waterfront trail to protect the trail and shoreline from future damage. Work will include asphalt widening and resurfacing.

The Waterfront trail project limits consist of the following general segments: from 400 feet east of Turner Road 2,200 feet easterly to 300 feet west of Sanborn Ave, and from 9th Avenue East 5,000 feet easterly to USH 2. Trail amenities may include park benches, bike repair stations, and pet waste and disposal stations.

This trail segment is approximately 1.36 miles long.

24th Avenue East Connector Segment:

This asphalt paved multi-use trail segment is the easterly connection between the Waterfront trail at USH 2 and the 5th Street Corridor trail.

This trail segment will be improved through a combination of asphalt widening and subgrade improvements. Safety improvements to the U.S. Highway 2 crossing will also be done. This may include installation of a Rectangular Rapid Flash Beacon to enhance safety. Trail amenities may include park benches, bike repair stations, and pet waste and disposal stations.

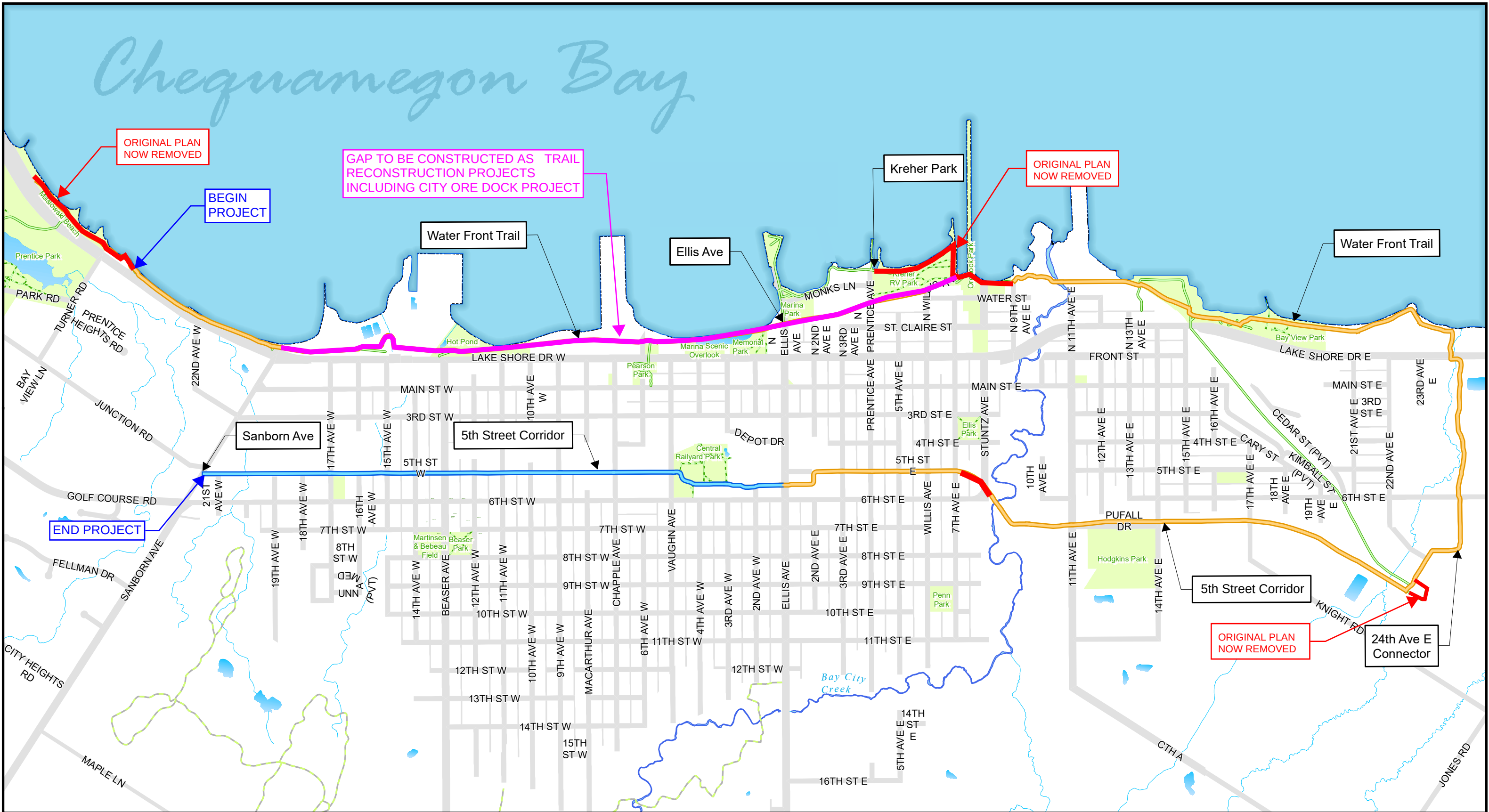
This trail segment is approximately 0.68 miles long.

5th Street Corridor Segment:

This multi-use trail segment generally follows the 5th Street right of way all of which is an abandoned railroad corridor owned by the City. The 5th Street Corridor trail connects to the 24th Ave E Connector trail and Sanborn Avenue on the west side. Work will include asphalt widening and resurfacing.

The trail project limits consist of the following general segments: from the 24th Ave East Connector trail 5,800 feet westerly to Stuntz Ave, and from 7th Avenue 10,000 feet westerly to Sandborn Avenue. Trail amenities may include park benches, bike repair stations, and pet waste and disposal stations.

This trail segment is approximately 2.99 miles.



Index Map

Legend

- Proposed Trail Improvements
- Added to Original Plan Trail Improvements

City of Ashland Proposed Paved Trail Improvements

0 250 500 1,000 1,500 Feet

1 inch = 1,200 feet

City of Ashland, Dept. of Public Works
Geographic Information Systems Division
Created: May 15, 2019
Map for informational purposes only.

Find yourself next to the water
ASHLAND
City of Ashland, Wisconsin
601 Main Street West Ashland, WI 54806 www.coawi.org

The City of Ashland does not guarantee or warrant the accuracy, currency, completeness, or fitness of information depicted in this map. Information should not be relied upon to establish legal title, boundary lines, and locations of utilities and/or other improvements. No digital data, maps, or copies of maps obtained from the City of Ashland may be sold, reproduced, or distributed in whole or in part, in any form, without explicit written permission from the City of Ashland. The services of a licensed engineer or registered land surveyor should be consulted before this data is used in any manner. By accepting this map, the recipient agrees to these terms and conditions.

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THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

CITY OF ASHLAND (MUNICIPALITY)

AND AYRES ASSOCIATES INC (CONSULTANT) FOR

8995-00-03

City of Ashland, Various Locations

Bike & Ped Facility Improvements

Ashland County

This CONTRACT made and entered into by and between the DEPARTMENT ,MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in April 20, 2020 request for qualifications and is for multi-model trail design and environmental review services for improvements to the Ashland Rails to Trails System. This Qualification Based Selection was made based on the CONSULTANT’S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: *Bill Zimmer, PE; WisDOT – NWR Local Program Manager; W7102 Green Valley Road, Spooner, WI 54801; william.zimmer@dot.wi.gov; and 715-635-5014.*

The MUNICIPALITY REPRESENTATIVE is: *John Butler, PE; Director of Public Works; 2020 6th Street East, Ashland, WI 54806; jbutler@coawi.org; and 715-685-1648.*

The CONSULTANT REPRESENTATIVE is: *Brian Lambert, PE; Project Manager; 3433 Oakwood Hills Parkway, Eau Claire, WI 54701; LambertB@AyresAssociates.com; and 715-831-7639.*

The CONSULTANT SERVICES will be performed for the DEPARTMENT's regional office located in Spooner, WI and will be completed by June 1, 2021. Deliver PROJECT DOCUMENTS to *W7102 Green Valley Road, Spooner, WI 54801*, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT

☒ MUNICIPALITY

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

A. Prime Consultant Basis of Payment

Lump Sum:

For all contract services, a lump sum of \$84,068.98.

B. Subcontract Basis of Payment 1st Tier Subconsultant

Lump Sum 1st Tier Subconsultant:

For archaeological literature search subcontracted to Mississippi Valley Archaeology Center, the CONSULTANT'S actual cost to Mississippi Valley Archaeology Center based on a lump sum of \$200.

C. Total Contract

Total contract not to exceed \$ 84,268.98.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 84,268.98.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 6 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By: _____

Title: _____

Date: _____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

Section I.K. is amended to include the DEPARTMENT "Sponsor's Guide to Non-Traditional Project Implementation" dated August 2018, referred to as "Sponsor's Guide" and the Wisconsin Bicycle Facility Design Handbook dated January 2004 with minor updates through 2018."

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Request for Exceptions to Design Standards

Prepare a request for exception(s) to design standards in accordance with the MANUAL. Three copies of the request shall be submitted to the DEPARTMENT for approval.

- (2) Design Study Report

Prepare a Design Study Report in accordance with the MANUAL. Three copies of the report shall be submitted to the DEPARTMENT for approval.

- (3) Encroachment Report

Prepare an encroachment report as directed by the MUNICIPALITY. Two copies of the report shall be submitted the MUNICIPALITY for approval.

- (4) Other Reports

Prepare a Preliminary Engineering Checklist and other documents as required by the Sponsor's Guide. Two copies of the report shall be submitted the DEPARTMENT for approval.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a PCE Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an Initial Site Reconnaissance Checklist. Two copies of the checklist shall be submitted to the DEPARTMENT for approval.

No Wetland Delineation is anticipated and this is not included in the scope of this contract.

- (1) Environmental Assessments:

No Environmental Assessments are anticipated for this project and this is not included in the scope of this contract.

(2) Environmental Impact Statements:

No Environmental Impact Statements are anticipated for this project and this is not included in the scope of this contract.

(3) Agricultural Impact Notice:

No Agricultural Impact Notice or coordination with Wisconsin Department of Agriculture, Trade, and Consumer Protection is anticipated for this project and this is not included in the scope of this contract.

(4) Section 4(f) Evaluation:

No Section 4(f) Evaluation is anticipated for this project and this is not included in the scope of this contract.

(5) Section 6(f) Evaluation:

No Section 6(f) Evaluation is anticipated for this project and this is not included in the scope of this contract.

(6) Historical and Archaeological Surveys and Studies:

This project is anticipated to be on the Section 106 screening list.

No Historical and Archaeological Surveys and Studies are anticipated for this project and this is not included in the scope of this contract.

CONSULTANT shall prepare Arch and History screening application for approval by the Department.

CONSULTANT shall prepare and send Native American Notifications.

(7) Noise Analysis:

No Noise Analysis is anticipated for this project and this is not included in the scope of this contract.

(8) Air Quality:

No Air Quality reports or studies are anticipated for this project and this is not included in the scope of this contract.

(9) Hazardous Materials/Contamination Assessments

No Hazardous Materials/Contamination Assessments are anticipated for this project and this is not included in the scope of this contract.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

No Section 401 and 402 Certifications are anticipated for this project and this is not included in the scope of this contract.

(2) Section 404 Permits:

No Section 404 Permits are anticipated for this project and this is not included in the scope of this contract.

(3) Section 9 and 10 Permits:

No Section 9 or 10 Permits are anticipated for this project and this is not included in the scope of this contract.

(4) The CONSULTANT shall submit a WIDNR NOI permit.

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

No railroad negotiation or agreements are anticipated for this project and this is not included in the scope of this contract.

(2) Utility Coordination

Perform all utility coordination in accordance with:

- a) The MANUAL
- b) The WisDOT "Guide to Utility Coordination"

(3) The DEPARTMENT/MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(5) Utility Negotiations/Agreements

No utility negotiations or agreements are anticipated for this project and this is not included in the scope of this contract.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

- (a) Conduct or assist the MUNICIPALITY in holding one public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
 - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
 - (c) Prepare a summary report after the public involvement meeting(s).
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
 - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (2) Formal Public Hearing:
- No Formal Public Hearing is anticipated for this project and this is not included in the scope of this contract.
- (3) Open Forum Public Hearing:
- No Open Forum Public Hearing is anticipated for this project and this is not included in the scope of this contract.
- (4) Project Mailings, Newsletters:
- No project mailings or newsletters are anticipated for this project and this is not included in the scope of this contract.

F. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT. Hold this meeting for the Utilities and schedule it the same day as the Public Involvement Meeting.
- (2) A Preliminary Plan Review Meeting with the MUNICIPALITY shall be held to review the initial design documents.
- (3) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 30 - 45 days ahead of the P.S. & E. submittal date.
- (4) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

- (5) One field review meeting shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (6) Monthly phone calls shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.

G. LOCATING

- (1) No change to the existing centerline is anticipated for this project and this is not included in the scope of this contract.

H. SURVEYS

- (1) The MUNICIPALITY shall provide centerline survey and lidar data for the PROJECT limits.
- (2) The CONSULTANT shall perform supplemental topographic field survey as follows:
 - a. Collect locations of property monuments for five (5) parcels identified within project limits of existing trail corridor.
 - b. Collect locations of surface improvements within the clear zone.
 - c. Collect supplemental topographic survey for areas of trail widening with additional grading.
 - i. Approximately 2,000-foot-long, 50-foot wide segment along the 24th Ave East corridor from USH 2 to 6th Street East.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) No soils or subsurface investigations are anticipated for this project and this is not included in the scope of this contract.

J. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following:

Road Plans shall be designed in relative conformance to DEPARTMENT requirements, but do not have to follow the MANUAL format requirements.

It is anticipated plan sheets not showing profile will be developed for the project's trail segments.

K. STRUCTURE PLANS

No Structure Plans are anticipated for this project and this is not included in the scope of this contract.

L. PLATS

No Plats are anticipated for this project and this is not included in the scope of this contract.

M. HIGHWAY SYSTEM CHANGES

No Highway System Changes are anticipated for this project and this is not included in the scope of this contract.

N. TRAFFIC

No Traffic data collection or studies are anticipated for this project and this is not included in the scope of this contract.

O. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Asbuilt plans, as may be available
2. Existing plats and parcel mapping, as may be available.
3. Parcel mapping and databases as may be available.
4. Title searches and easements for bike trail corridor.
5. Centerline survey and lidar data.
6. Aerial photography for exhibits.

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to

None
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by August 1, 2020.

Milestone	Date
Initial Project Review	August 2020
Environmental Document	October 2020
Preliminary Project Plan	October 2020
Exceptions to Standards Report	December 2020
Design Study Report	December 2020
Final Project Plans	January 2021
Final P.S. & E.	February 2021
Local Let	March 2021
Award Construction Contract	May 2021



ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

Revised: 6/3/2020

Project Manager: Brian Lambert

Consultant Weighted Average Direct Labor Rates

ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

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Classification: **Engineer 4**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
02585	\$56.10	100.00%	\$56.10
TOTAL		100.00%	\$56.10

Classification: **Engineer 3**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
02421	\$45.40	100.00%	\$45.40
TOTAL		100.00%	\$45.40

Classification: **Engineer 1**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0	\$29.23	100.00%	\$29.23
TOTAL		100.00%	\$29.23

Classification: **Civil Designer**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0	\$33.00	100.00%	\$33.00
TOTAL		100.00%	\$33.00

Classification: **Senior CADD Technician**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
0	\$28.00	100.00%	\$28.00
TOTAL		100.00%	\$28.00

Classification: **Survey Manager**

Employee Number	Current Rate(b)	Percent Contribution(c)	(b*c)
03083	\$46.00	100.00%	\$46.00
TOTAL		100.00%	\$46.00

CONSULTANT DIRECT LABOR RATES

ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

Contract Start Date: 8/1/2020
Contract Complete Date: 12/1/2021

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Revised: 01/00/00

Employee Identification	Classification	Current Rate	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase
Emp. No. 02585	Engineer 4	\$ 56.10	2.60%	\$ 57.56	1/1/21	2.60%	\$ 59.06	1/1/22	2.60%	\$ 60.59	1/1/23	2.60%	\$ 62.17	1/1/24	2.60%	\$ 63.78	1/1/25
Emp. No. 02421	Engineer 3	45.40	2.60%	46.58	1/1/21	2.60%	47.79	1/1/22	2.60%	49.03	1/1/23	2.60%	50.31	1/1/24	2.60%	51.62	1/1/25
Emp. No. 0	Engineer 1	29.23	2.60%	29.99	1/1/21	2.60%	30.77	1/1/22	2.60%	31.57	1/1/23	2.60%	32.39	1/1/24	2.60%	33.23	1/1/25
Emp. No. 0	Civil Designer	33.00	2.60%	33.86	1/1/21	2.60%	34.74	1/1/22	2.60%	35.64	1/1/23	2.60%	36.57	1/1/24	2.60%	37.52	1/1/25
Emp. No. 0	Senior CADD Technician	28.00	2.60%	28.73	1/1/21	2.60%	29.47	1/1/22	2.60%	30.24	1/1/23	2.60%	31.03	1/1/24	2.60%	31.83	1/1/25
Emp. No. 03083	Survey Manager	46.00	2.60%	47.20	1/1/21	2.60%	48.42	1/1/22	2.60%	49.68	1/1/23	2.60%	50.97	1/1/24	2.60%	52.30	1/1/25
Emp. No. 02877	Survey Technician	26.00	2.60%	26.68	1/1/21	2.60%	27.37	1/1/22	2.60%	28.08	1/1/23	2.60%	28.81	1/1/24	2.60%	29.56	1/1/25
Emp. No. 02164	Clerical	25.60	2.60%	26.27	1/1/21	2.60%	26.95	1/1/22	2.60%	27.65	1/1/23	2.60%	28.37	1/1/24	2.60%	29.11	1/1/25
		-	2.60%	-	1/1/21	2.60%	-	1/1/22	2.60%	-	1/1/23	2.60%	-	1/1/24	2.60%	-	1/1/25
		-	2.60%	-	1/1/21	2.60%	-	1/1/22	2.60%	-	1/1/23	2.60%	-	1/1/24	2.60%	-	1/1/25
		-	2.60%	-	1/1/21	2.60%	-	1/1/22	2.60%	-	1/1/23	2.60%	-	1/1/24	2.60%	-	1/1/25

Employee Identification	Classification	% Work at 08/20 to 12/20 Rate	% Work at 01/21 to 12/21 Rate	% Work at 01/22 to 12/22 Rate	% Work at 01/23 to 12/23 Rate	% Work at 01/24 to 12/24 Rate	% Work at 01/25 to 12/25 Rate	% Work at 01/26 to 12/26 Rate	Weighted Average Hourly Rate
Emp. No. 02585	Engineer 4	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 57.10
Emp. No. 02421	Engineer 3	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 46.21
Emp. No. 0	Engineer 1	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 29.75
Emp. No. 0	Civil Designer	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 33.59
Emp. No. 0	Senior CADD Technician	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 28.50
Emp. No. 03083	Survey Manager	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 46.82
Emp. No. 02877	Survey Technician	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 26.46
Emp. No. 02164	Clerical	31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 26.06
		31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ -
		31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ -
		31.28%	68.72%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ -

**DESIGN ENGINEERING
SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS**

ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

0

Revised: 6/3/2020

Class Average Hourly Wage TASK	ACT. CODE	Engineer 4		Engineer 3		Engineer 1		Civil Designer		Senior CADD Technician		Survey Manager	
		\$57.10		\$46.21		\$29.75		\$33.59		\$28.50		\$46.82	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	12	685.20	48	2,218.08	-	-	-	-	-	-	-	-
Manage Project Quality	890	12	685.20	4	184.84	-	-	-	-	-	-	-	-
Manage Project Stakeholders	743	-	-	27	1,247.67	-	-	-	-	8	228.00	-	-
Develo, Design Soils and Earthwork	208	-	-	-	-	-	-	-	-	-	-	-	-
Design Pavement Structure	277	-	-	-	-	-	-	-	-	-	-	-	-
Design Drainage	778	-	-	8	369.68	16	476.00	-	-	-	-	-	-
Erosion Control Landscaping	768	-	-	8	369.68	24	714.00	4	134.36	16	456.00	-	-
Design Geometrics and Detail (Prelim)	776	-	-	26	1,201.46	6	178.50	42	1,410.78	34	969.00	-	-
Design Geometrics and Detail (Final)	776	-	-	18	831.78	-	-	12	403.08	70	1,995.00	-	-
Design Documentation	776	-	-	38	1,755.98	74	2,201.50	-	-	-	-	-	-
Develop Quantities and Estimates	786	-	-	8	369.68	24	714.00	-	-	-	-	-	-
Develop PSE Documents	856	8	456.80	26	1,201.46	18	535.50	4	134.36	-	-	-	-
Establish Project Control	666	-	-	-	-	-	-	-	-	-	-	-	-
Conduct and Process Existing Field Survey	723	-	-	18	831.78	-	-	16	537.44	-	-	2	93.64
Survey Existing and Proposed Right of Way	726	-	-	2	92.42	8	238.00	-	-	-	-	-	-
Place Monumentation	897	-	-	-	-	-	-	-	-	-	-	-	-
Develop Transportation Project Plat	745	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Socio-Economic and Physical Environment Impacts	762	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Archaeological and Historical Impact and Tribal Consultation	763	-	-	-	-	-	-	-	-	-	-	-	-
Analyze HazMat Site Impact	765	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Natural Environment Impact	766	-	-	-	-	-	-	-	-	-	-	-	-
Environmental Documentation and Agency Coordination	769	-	-	30	1,386.30	12	357.00	-	-	-	-	-	-
Develop Structure Survey Report	647	-	-	-	-	-	-	-	-	-	-	-	-
Design Structure	656	-	-	-	-	-	-	-	-	-	-	-	-
Draft Structure Plan	657	-	-	-	-	-	-	-	-	-	-	-	-
Design Structure Hydrology and Hydraulics	658	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Traffic Data/Forecast	313	-	-	-	-	-	-	-	-	-	-	-	-
Collect Traffic Field Data	347	-	-	-	-	-	-	-	-	-	-	-	-
Design Traffic Signals	785	-	-	-	-	-	-	-	-	-	-	-	-
Develop Traffic Control and Staging	788	-	-	-	-	-	-	-	-	-	-	-	-
Design Signing and Pavement Marking	819	-	-	-	-	8	238.00	8	268.72	-	-	-	-
Design Street Lighting	830	-	-	-	-	-	-	-	-	-	-	-	-
ITS	832	-	-	-	-	-	-	-	-	-	-	-	-
Coordinate Utilities	746	-	-	5	231.05	20	595.00	8	268.72	-	-	-	-
Coordinate Railroad	847	-	-	-	-	-	-	-	-	-	-	-	-
0	0	-	-	-	-	-	-	-	-	-	-	-	-
0	0	-	-	-	-	-	-	-	-	-	-	-	-
0	0	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS		32	1,827.20	266	12,291.86	210	6,247.50	94	3,157.46	128	3,648.00	2	93.64

**DESIGN ENGINEERING
SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS**

ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

0

Revised: 6/3/2020

Class Average Hourly Wage TASK	ACT. CODE	Survey Technician		Clerical		0		0		0		Total	
		\$26.46		\$26.06		\$0.00		\$0.00		\$0.00		Direct Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	-	-	8	208.48	-	-	-	-	-	-	68	3,111.76
Manage Project Quality	890	-	-	-	-	-	-	-	-	-	-	16	870.04
Manage Project Stakeholders	743	-	-	-	-	-	-	-	-	-	-	35	1,475.67
Develo, Design Soils and Earthwork	208	-	-	-	-	-	-	-	-	-	-	-	-
Design Pavement Structure	277	-	-	-	-	-	-	-	-	-	-	-	-
Design Drainage	778	-	-	-	-	-	-	-	-	-	-	24	845.68
Erosion Control Landscaping	768	-	-	-	-	-	-	-	-	-	-	52	1,674.04
Design Geometrics and Detail (Prelim)	776	-	-	-	-	-	-	-	-	-	-	108	3,759.74
Design Geometrics and Detail (Final)	776	-	-	-	-	-	-	-	-	-	-	100	3,229.86
Design Documentation	776	-	-	-	-	-	-	-	-	-	-	112	3,957.48
Develop Quantities and Estimates	786	-	-	-	-	-	-	-	-	-	-	32	1,083.68
Develop PSE Documents	856	-	-	12	312.72	-	-	-	-	-	-	68	2,640.84
Establish Project Control	666	-	-	-	-	-	-	-	-	-	-	-	-
Conduct and Process Existing Field Survey	723	42	1,111.32	-	-	-	-	-	-	-	-	78	2,574.18
Survey Existing and Proposed Right of Way	726	-	-	-	-	-	-	-	-	-	-	10	330.42
Place Monumentation	897	-	-	-	-	-	-	-	-	-	-	-	-
Develop Transportation Project Plat	745	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Socio-Economic and Physical Environment Impacts	762	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Archaeological and Historical Impact and Tribal Consultation	763	-	-	-	-	-	-	-	-	-	-	-	-
Analyze HazMat Site Impact	765	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Natural Environment Impact	766	-	-	-	-	-	-	-	-	-	-	-	-
Environmental Documentation and Agency Coordination	769	-	-	-	-	-	-	-	-	-	-	42	1,743.30
Develop Structure Survey Report	647	-	-	-	-	-	-	-	-	-	-	-	-
Design Structure	656	-	-	-	-	-	-	-	-	-	-	-	-
Draft Structure Plan	657	-	-	-	-	-	-	-	-	-	-	-	-
Design Structure Hydrology and Hydraulics	658	-	-	-	-	-	-	-	-	-	-	-	-
Analyze Traffic Data/Forecast	313	-	-	-	-	-	-	-	-	-	-	-	-
Collect Traffic Field Data	347	-	-	-	-	-	-	-	-	-	-	-	-
Design Traffic Signals	785	-	-	-	-	-	-	-	-	-	-	-	-
Develop Traffic Control and Staging	788	-	-	-	-	-	-	-	-	-	-	-	-
Design Signing and Pavement Marking	819	-	-	-	-	-	-	-	-	-	-	16	506.72
Design Street Lighting	830	-	-	-	-	-	-	-	-	-	-	-	-
ITS	832	-	-	-	-	-	-	-	-	-	-	-	-
Coordinate Utilities	746	-	-	-	-	-	-	-	-	-	-	33	1,094.77
Coordinate Railroad	847	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS		42	1,111.32	20.00	521.20	-	-	-	-	-	-	794	28,898.18

DIRECT COSTS BY ITEM

ID 8995-00-03

City of Ashland, Various Locations

Bike & Ped Facility Improvements

Ashland County

0

Revised: 6/3/2020

[illegible]

SUBCONSULTANT SUMMARY

ID 8995-00-03

City of Ashland, Various Locations

Bike & Ped Facility Improvements

Ashland County

0

Revised: 6/3/2020

Sub Number	Name	Task	Basis of Payment	Total Contract Amount	DBE (Y/N)
1	Mississippi Valley Archaeology Center	Archaeological literature search	LS	\$ 200.00	N
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total				\$ 200.00	

Proposal	DBE Participation	\$	-	0.0%
Contract	DBE Participation	\$	-	0.0%

FEE COMPUTATION BY ENGINEERING TASK

ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

0

Revised: 6/3/2020

TASK	ACTIVITY CODE	Direct Labor Costs	Indirect Costs	Direct Costs	Fixed Fee	TOTAL
Manage Project Scope and Schedule	887	3,111.76	5,146.54	628.50	564.01	9,450.81
Manage Project Quality	890	870.04	1,438.96	-	157.69	2,466.69
Manage Project Stakeholders	743	1,475.67	2,440.61	209.50	267.47	4,393.25
Develo, Design Soils and Earthwork	208	-	-	-	-	-
Design Pavement Structure	277	-	-	-	-	-
Design Drainage	778	845.68	1,398.67	-	153.28	2,397.63
Erosion Control Landscaping	768	1,674.04	2,768.69	-	303.42	4,746.15
Design Geometrics and Detail (Prelim)	776	3,759.74	6,218.23	-	681.45	10,659.42
Design Geometrics and Detail (Final)	776	3,229.86	5,341.87	-	585.41	9,157.14
Design Documentation	776	3,957.48	6,545.28	215.25	717.29	11,435.30
Develop Quantities and Estimates	786	1,083.68	1,792.30	-	196.42	3,072.40
Develop PSE Documents	856	2,640.84	4,367.69	-	478.65	7,487.18
Establish Project Control	666	-	-	-	-	-
Conduct and Process Existing Field Survey	723	2,574.18	4,257.44	1,085.05	466.57	8,383.24
Survey Existing and Proposed Right of Way	726	330.42	546.48	-	59.89	936.79
Place Monumentation	897	-	-	-	-	-
Develop Transportation Project Plat	745	-	-	-	-	-
Analyze Socio-Economic and Physical Environ	762	-	-	-	-	-
Analyze Archaeological and Historical Impact	763	-	-	-	-	-
Analyze HazMat Site Impact	765	-	-	-	-	-
Analyze Natural Environment Impact	766	-	-	-	-	-
Environmental Documentation and Agency Co	769	1,743.30	2,883.24	-	315.97	4,942.51
Develop Structure Survey Report	647	-	-	-	-	-
Design Structure	656	-	-	-	-	-
Draft Structure Plan	657	-	-	-	-	-
Design Structure Hydrology and Hydraulics	658	-	-	-	-	-
Analyze Traffic Data/Forecast	313	-	-	-	-	-
Collect Traffic Field Data	347	-	-	-	-	-
Design Traffic Signals	785	-	-	-	-	-
Develop Traffic Control and Staging	788	-	-	-	-	-
Design Signing and Pavement Marking	819	506.72	838.06	-	91.84	1,436.62
Design Street Lighting	830	-	-	-	-	-
ITS	832	-	-	-	-	-
Coordinate Utilities	746	1,094.77	1,810.64	-	198.43	3,103.84
Coordinate Railroad	847	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
TOTALS		28,898.18	47,794.70	2,138.30	5,237.79	84,068.97

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

ID 8995-00-03

City of Ashland, Various Locations
Bike & Ped Facility Improvements
Ashland County

0

Revised: 6/3/2020

	Project I.D. 8995-00-03	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	TOTAL CONTRACT
Number of Staff Hours	794						794
Total Direct Labor	\$ 28,898.18						\$ 28,898.18
Indirect Home Office Cost Rate 165.39%	47,794.70						47,794.70
Fixed Fee (% of Labor * 2.5) 7.25%	5,237.80						5,237.80
Non-Labor Direct Charges	2,138.30						2,138.30
Sub-Total Ayres Associates	\$ 84,068.98						\$ 84,068.98
Mississippi Valley Archaeology Center	\$ 200.00						\$ 200.00
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
Sub-Total Subconsultants	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
Total	\$ 84,268.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,268.98

Summary		DIRECT LABOR										DIRECT EXPENSES														SUBS	SUMMARY TOTAL					
		HOURS										MILES		Each					Day	Day	Day	Day	Day	Day	\$s		DOLLARS	DOLLARS		%		
		Engineer 4	Engineer 3	Engineer 1	Civil Designer	Senior CADD T	Survey Manager	Survey Technician	Clerical		Total Hours	Employee Vehicle Mileage	Company Vehicle Mileage	Meals Breakfast	Meals Lunch	Meals Dinner	Lodging	Boat/Motor/Trailer	Micovision Scout VCU	Traffic Counter	High Precision Digital Level	GPS	Total Station (Robotic)	Field Supplies	Total Direct Costs	Subconsultant Costs	Total Labor	Total Estimate	Hours	Dollars		
1 Manage Project Scope and Schedule	887	12	48	-	-	-	-	-	8	-	-	-	68	1,020	-	-	3	-	-	-	-	-	-	-	-	629	-	-	3,112	9,451	9%	11%
2 Manage Project Quality	890	12	4	-	-	-	-	-	-	-	-	-	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	870	2,467	2%	3%	
3 Manage Project Stakeholders	743	-	27	-	-	8	-	-	-	-	-	-	35	340	-	-	1	-	-	-	-	-	-	-	210	-	-	1,476	4,393	4%	5%	
4 Develop and Manage Project Communicatio	893	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5 Design Soils and Earthwork	208	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6 Design Pavement Structure	277	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7 Design Drainage	778	-	8	16	-	-	-	-	-	-	-	-	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	846	2,398	3%	3%	
8 Erosion Control Landscaping	768	-	8	24	4	16	-	-	-	-	-	-	52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,674	4,746	7%	6%	
9 Design Geometrics and Detail	776	-	82	80	54	104	-	-	-	-	-	-	320	350	-	-	1	-	-	-	-	-	-	-	215	-	-	10,947	31,252	40%	37%	
12 Develop Quantities and Estimates	786	-	8	24	-	-	-	-	-	-	-	-	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,084	3,072	4%	4%	
13 Develop PSE Documents	856	8	26	18	4	-	-	-	12	-	-	-	68	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,641	7,487	9%	9%	
14 Establish Project Control	666	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
15 Conduct and Process Existing Field Survey	723	-	18	-	16	-	2	42	-	-	-	-	78	340	400	-	3	3	2	-	-	-	3	100	1,085	-	-	2,574	8,383	10%	10%	
16 Survey Existing and Proposed Right of Way	726	-	2	8	-	-	-	-	-	-	-	-	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	330	937	1%	1%	
17 Place Monumentation	897	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
18 Develop Transportation Project Plat	745	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
19 Analyze Socio-Economic and Physical Envii	762	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20 Analyze Archaeological and Historical Impac	763	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21 Analyze HazMat Site Impact	765	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
22 Analyze Natural Environment Impact	766	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
23 Environmental Documentation and Agency i	769	-	30	12	-	-	-	-	-	-	-	-	42	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,743	4,943	5%	6%	
24 Develop Structure Survey Report	647	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
25 Design Structure	656	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
26 Draft Structure Plan	657	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
27 Design Structure Hydrology and Hydraulics	658	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
28 Analyze Traffic Data/Forcast	313	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
29 Collect Traffic Field Data	347	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
30 Design Traffic Signals	785	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
31 Develop Traffic Control and Staging	788	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
32 Design Signing and Pavement Marking	819	-	-	8	8	-	-	-	-	-	-	-	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	507	1,437	2%	2%	
33 Design Street Lighting	830	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
34 ITS	832	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
35 Coordinate Utilities	746	-	5	20	8	-	-	-	-	-	-	-	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,095	3,104	4%	4%	
36 Coordinate Railroad	847	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
37		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
38		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
39		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTALS		32	266	210	94	128	2	42	20	-	-	-	794	2,050	400	-	8	3	2	-	-	-	-	3	-	100	2,138	-	28,898	84,069	100%	100%
		4%	34%	26%	12%	16%	0%	5%	3%				55%	16%		5%	3%	9%					7%		5%							



Mississippi Valley Archaeology Center

University of Wisconsin-La Crosse
1725 State Street
La Crosse, WI 54601-3788

Phone: (608) 785-8463
FAX: (608) 785-6474
Web site: www.uwlax.edu/mvac

MVAC Bid #: 20/07/04

Date: July 8, 2020

MVAC Project Title: Ashland Bike Trail Literature Review

Submitted to: City of Ashland
c/o Ayres Associates (hereinafter "Client")
3433 Oakwood Hills Pkwy
Eau Claire, WI 54701

MVAC staff contact: Jean Dowiasch, (608) 785-8454/jdowiasch@uwlax.edu

Project: The Mississippi Valley Archaeology Center (hereinafter "MVAC") hereby proposes to furnish all materials and perform all the labor necessary to conduct an archaeological literature search for a proposed Paved Trail Improvement project in the City of Ashland, Ashland County, Wisconsin. The project consists of multiple segments of corridor and connector trails, as shown on the location map provided by Ayres Associates on July 8, 2020. Deliverables will include a letter report summarizing the literature search findings. Work for this project will be conducted in July 2020. All work will be conducted in accordance with professional guidelines.

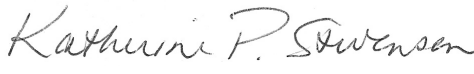
All material is guaranteed to be as specified, and the above work is guaranteed to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for a fixed sum of \$200.00, with payment to be made as follows: Billing will be done by University of Wisconsin-La Crosse Business Office (hereinafter "University") with payment in full due 30 days after submittal of the final report.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Performance under this agreement is subject to acts of nature, strikes, accidents, or delays beyond MVAC's control, such as weather/ground conditions or landowner permission situations.

The University and the Client jointly agree:

1. That the State of Wisconsin will indemnify University employees, officers, and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to sections 895.46(1) and 893.82, of the Wisconsin State Statutes.
2. That the Client will indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to section 895.46 of the Wisconsin State Statutes.
3. By executing this agreement, neither the University nor the Client waives any constitutional, statutory, or common law defenses, nor shall the provisions of agreement create any rights in any third party.
4. Workmen's Compensation and public liability coverage on the above work will be in effect by the University.
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

Respectfully submitted by:


Katherine P. Stevenson, Operations Manager, MVAC

Date: July 8, 2020

ACCEPTANCE: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Accepted by: _____

Signature: _____

Date: _____

SUBJECT: Approve a Class B Fermented Malt Beverage License Application for Deepwater Grille at 717 Main Street West, Ashland, WI, and Its Agent, Mark Gutterer (*Clerk*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS:

1. Original Alcohol Beverage Retail License Application - Deepwater Grille
2. City of Ashland Base Map of 717 Main Street West
3. Chapter922 Alcoholic Beverages Regulation.

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

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

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Mark Gutteter of Deepwater Grille, 717 Main Street West, Ashland, has applied for a Class B Fermented Beverage alcohol license.

Mr. Gutteter intends to expand his business at 800 Main Street West, onto a separate parcel of property from the Deepwater Grille and the Alley to offer outdoor dining and craft beer. According to the State of Wisconsin, because this parcel is not connected to the parcel which he already has an alcohol beverage license for, and not simply an expansion of his current premises, he is required to submit an original (new) application.

At this time, Mr. Gutteter is looking to serve crafted beers only. This license is for fermented beverages (beer) only and will not allow serving intoxicating alcohol, wines or ciders. There is no quota for Class B Fermented

Beverages.

Mr. Gutteter is currently in the process of constructing fencing around the proposed area (see aerial map). When finalized, the completed area would also require an inspection from the Fire Department. The sale of this license will not be allowed until these contingencies have been met.

The Clerk recommends approval of the Class B Fermented Beverage alcohol license for the Deepwater Grille at 717 Main Street West, and agent Mr. Gutteter.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2020 ending: 06/30/2021
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-1027260327-02</u>	
FEIN Number <u>27-4337165</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100.00</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

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

President / Member Last Name <u>Gutierrez</u>	(First) <u>Mark</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code) <u>4059 Trails End Rd Rhineland S4801</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>[Signature]</u>	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Deepwater Gr. LLC Business Phone Number 715-682-4200
2. Address of Premises 717 W main ST Post Office & Zip Code ASHLAND WI 54806

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

Garden Vineyard lot with Shed for Storage

4. Legal description (omit if street address is given above): _____

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

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

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Restaurant across the Street ☒ Yes ☐ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2000 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☒ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Rhinokler Cafe Pub Inc ☒ Yes ☐ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>Guttler Mark L</u>	Title/Member <u>owner</u>	Date <u>6/26/2020</u>
Signature <u>[Signature]</u>	Phone Number <u>715-292-1369</u>	Email Address <u>mguttler@expho.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-26-2020</u>	Date reported to council / board	Date provisional license issued <u> </u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Guttler		Mark		Lee	
Home Address (street/route)		Post Office		City	
4059 Trails End Rd		Rhinelander		Rhinelander	
Home Phone Number		Age		Date of Birth	
715-292-1369		59		6/9/1961	
				State Zip Code	
				WI 54581	
				Place of Birth	
				Milwaukee	

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

☐ Applying for an alcohol beverage license as an individual.

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 30 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

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

- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Deepwater LLC ; Rhinelander Cafe & Pub Inc
(Name, Location and Type of License/Permit)

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

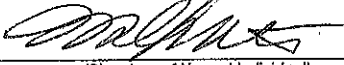
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Rhinelander Cafe		2006	Current
Deepwater Grill		2000	Current

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


(Signature of Named Individual)

City of Ashland Base Map



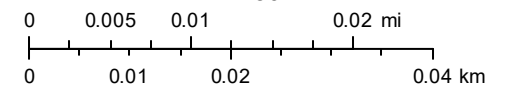
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Parcel Labels



Parcel Mapping

1:750



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

CHAPTER 922. ALCOHOLIC BEVERAGES REGULATION.

922.10. Adoption of state statutes. The provisions of Chapter 125 of the Wisconsin Statutes and all acts amending or supplementing the above cited statutes are adopted, so far as applicable, except as otherwise provided by this ordinance. Any conflict between the provisions of this chapter and Chapter 125 of the Wisconsin Statutes shall be resolved in favor of the statutory provision and the remainder of this chapter shall not be affected thereby.

922.15. Issuance of Operator Licenses. Pursuant to Wis. Stats., § 125.17, the City Clerk of the City of Ashland shall be designated as the municipal official authorized to issue operator's licenses with the same authority and following the same procedures as required by the City Council for issuing such operators licenses as prescribed in Sections 20-611, of these ordinances.

922.20 License fees.

- (a) Class "A" Fermented Malt Beverage. The fee for a Class "A" fermented malt beverage license shall be one hundred (\$100) dollars per year.
- (b) "Class A" Cider. There is no fee for a "Class A" Cider license.
- (c) "Class A" Intoxicating Liquor. The fee for a "Class A" intoxicating liquor license shall be five hundred (\$500) dollars per year.
- (d) Class "B" Fermented Malt Beverage. The fee for a Class "B" fermented malt beverage license shall be one hundred (\$100) dollars per year.
- (e) "Class B" Intoxicating Liquor. The fee for a "Class B" intoxicating liquor license shall be five hundred (\$500) dollars per year.
- (f) Reserve "Class B" Intoxicating Liquor. The initial issuance fee for a Reserve "Class B" intoxicating liquor license shall be ten thousand (\$10,000) dollars, plus the annual "Class B" intoxicating liquor license fee. The \$10,000 fee is a one-time fee, however, a reissuance of a Reserve Class B intoxicating liquor license to a new licensee shall be subject to the ten thousand (\$10,000) issuance fee. Bona fide clubs and lodges situated and incorporated in the state for at least six years that apply for Reserve "Class B" licenses are exempt from paying the minimum \$10,000 initial issuance fee.
- (g) "Class C" Wine. The fee for a "Class C" wine license shall be one hundred (\$100) dollars per year.
- (h) Wholesaler's Licenses for Fermented Malt Beverages. Effective July 1, 2011, the City of Ashland will no longer issue wholesale fermented malt beverage (FMB) licenses. The Wisconsin Department of Revenue will issue wholesale permits as established by 2011 Wisconsin Act 32.

(i) Special Six-month Licenses. The fee for a Special Six-Month “Class A” intoxicating liquor, “Class B” intoxicating liquor, or Class “B” fermented malt beverage license shall be one-half the annual fee set for said license.

(j) Provisional Licenses. Individuals who apply for the following licenses may be issued a provisional retail license by the Clerk’s office: provisional Class “A” fermented malt beverage, “Class A” Cider license, “Class A” intoxicating liquor, Class “B” fermented malt beverage, “Class B” intoxicating liquor license or “Class C” wine license. The application will be reviewed and approved by the Police Department. The fee for a provisional license shall be \$15.00 each with the exception of no fee for a “Class A” Cider license. The provisional license will expire 60 days after its issuance or when the applicant receives a regular license, whichever is first. The Clerk’s office may revoke the provisional license if the Clerk discovers the holder made a false statement on the application. The City of Ashland will not issue a provisional license for a “Class B” liquor license if the quota has been met. The City of Ashland will not issue a provisional license for a “Class A” cider license if the applicant does not have a Class “A” fermented malt license for the same location. No person may hold more than one provisional retail license for each type of license applied for by the holder each year.

(k) Temporary Licenses. The fee for a Temporary Class “B” fermented malt beverage (picnic) license shall be ten (\$10) dollars per day. The fee for a Temporary “Class B” wine license shall be ten (\$10) dollars per day. If both a temporary Class “B” fermented malt beverage license and a temporary “Class B” wine license are obtained for the same event, only one ten (\$10) dollar fee shall be charged.

(l) Operator’s Licenses. Applicants for an operator’s license shall have the option of applying for a one-year license or a two-year license. The fee shall be established in the City of Ashland Comprehensive Fee Schedule. Licenses shall be issued for the fiscal year beginning July 1 and ending June 30 of each year.

(m) Provisional Operator’s License. Individuals who apply for an operator’s license may be issued a provisional operator’s license by the Clerk’s office pending action from the Common Council and pending completion of State-mandated training requirements. The application must be reviewed and approved by the Police Department. The provisional license shall expire sixty (60) days after its issuance or when the applicant receives a regular operator’s license, whichever is first. There shall be no additional fee for a provisional Operator’s License.

(n) Temporary Operator’s License. A temporary operator’s license to serve at a special event may be issued to an individual employed by, or donating their services to, a nonprofit organization. The license shall be valid for any one period from one day to fourteen days. No person may hold more than one temporary license per year. The fee for a temporary license shall be five (\$5) dollars.

922.30. Quotas.

(a) “Class A” Intoxicating Liquor. The quota for “Class A” intoxicating liquor licenses in the City shall be five (5) licenses.

(b) “Class B” Intoxicating Liquor/Reserve “Class B” Intoxicating Liquor. The quota for “Class B” intoxicating liquor licenses shall be determined by the provisions of Sec. 125.51(4), Wis. Stats., which created a quota of twenty-six (26) regular “Class B” intoxicating liquor licenses and twelve (12) Reserve “Class B” intoxicating liquor licenses. Under the provisions of State Statute 125.51(4)(br)2., one additional Reserve “Class B” intoxicating liquor license may be created for each increase of 500 population or fraction thereof to the population total of 8,797 (eight thousand, seven hundred ninety-seven).

- (1) It is specifically provided that 1 of the 26 licenses described in this section shall be reserved for granting to bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

(c) Unissued Licenses. If any “Class B” intoxicating liquor license within the above-stated quotas is allowed to expire without an accepted request by the licensee that it be re-issued to another licensee for the same premises, it shall be retired and shall reduce the quota for regular “Class B” intoxicating liquor licenses by one. The Council may continue to retire licenses until the number of 16 licenses available is reached to equal that of one for every 500 persons, corresponding to a population of 8000. The initial issuance of a Reserve “Class B” intoxicating liquor license shall require an affirmative vote of two-thirds (2/3) of the entire membership of the City Council.

- (1) Exceptions: The Council may vote to issue extra licenses if circumstances are such that the applicant:

- (a) Is a full service restaurant with a seating capacity of 300 or more, or;
- (b) Is a hotel with 50 or more rooms and a restaurant with a seating capacity of 150 or more, or;
- (c) Is a banquet hall with a seating capacity of 400 or more.

922.40. Local options.

(a) Adoption of Off-Sale Provisions for “Class B” Intoxicating Liquor Licenses. The City of Ashland elects to come under Sec. 125.51(3)(b), Wis. Stats., and provides that a retail “Class B” license authorizes the sale of intoxicating liquor to be consumed by the glass only on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises where sold. Wine, however, may be sold for consumption off the premises in the original package or otherwise in any quantity.

(b) Licenses for Non-Intoxicating and Soda Water Beverages. Class “B” fermented malt beverage licensees may also sell beverages containing less than one-half of one per centum alcohol by volume without obtaining a special license to sell such beverages pursuant to Section 66.053(1) of the Wisconsin State Statutes.

(c) Restrictions Related to Other Uses. No Class A or Class B intoxicating liquor or fermented malt beverage license shall be issued for any premise which is used as a laundromat; or for any premise which is not used primarily for the sale of gasoline, groceries and/or bait, as a restaurant, or for the sale of intoxicating liquor and fermented malt beverages.

(d) Excessive Number of Licenses Not Permitted. No more alcohol-related licenses than are legally necessary to conduct the alcohol-related business shall be issued for a single, contiguous premise.

(e) Delinquent Taxes and Fees. No license shall be granted or renewed for the operation of any premises upon which real estate taxes, personal property taxes, assessments, or other financial claims or forfeitures are delinquent or unpaid.

(f) Temporary Expansion of Premises Description. The Chief of Police, or the Chief’s designee, shall be given authority to grant a temporary change to the licensed premise description to accommodate special events.

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

922.41. Drinking in Public Places

Except as provided in Sections 922.42 and 501.06(e), it shall be unlawful for any person or persons to sell, serve, or consume, or possess an open container containing any type of intoxicating liquor or fermented malt beverage on any public street or sidewalk or public parking area within the City.

922.42. Licensed Premises may include public rights-of-way.

(a) An applicant for a license under this Chapter who is qualified to obtain a permit under Sec. 508.41(c) may include in the description of the “premises” to be licensed a portion of public right-of-way as described in Sec. 501.06(e).

(b) No licensee may sell, serve, or allow the consumption of any intoxicating liquor or fermented malt beverage on any public-right-of-way without a permit under Sec. 501.06(e). The issuance of license under this chapter for premises including a public right-of-way does not grant any right to the issuance, renewal, or non-revocation of a permit under Sec. 501.06(e).

(c) Any licensee who sells, serves, or allows the consumption of any intoxicating liquor or fermented malt beverage on any public-right-of-way under a permit issued pursuant to Sec. 501.06(e), shall clearly demarcate for its customers the limits of the licensed premises, by means such as but not limited to appropriate signage, stanchions or planters, as approved by the Department of Planning and Development under the licensee’s permit issued pursuant to Sec. 501.06(e).

922.50. Revocation of licenses. Licenses issued under the provisions of this chapter may be revoked by the Council of the City of Ashland after notice and hearing for any of the following causes:

(a) Fraud, misrepresentation, or incorrect statement contained in the application for license;

(b) Fraud, misrepresentation, or incorrect statement made in the course of carrying on his/her business;

(c) Any violation of this ordinance;

(d) Conviction of any crime or misdemeanor.

922.51. Notice of hearing. Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepared to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a Police Officer in the same manner as a court summons.

922.60. Penalty for violation of ordinance. Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day’s violation of the provisions of this ordinance shall constitute a separate offense.

922.611 Severance Clause

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.

922.612. Effective Date

This ordinance shall be effective upon its passage and publication.

ADOPTED: 922 (1488) 1/25/2000

AMENDMENTS: 922 (1516) 6/26/2001; 922 (1644) 12/12/2006; 922 (1688) 9/30/2008; 922 (1780) 3/13/2012; 922 (1784) 4/17/2012; 922 (2015-1850) 8/25/2015; 922 (2015-1857) 9/29/2015; 922 (2016-1870) 5/31/2016; 922 (2017-1898) 9/26/2017; 922 (2018-1904) 6/12/2018; 922 (2019-1923) 12/03/2019; 922 (2020-1931) 05/26/2020; 922 (2020-1932) 6/9/2020;