December 8, 2020 City Council and Committee of the Whole Meeting

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ASHLAND CITY COUNCIL MEETING
Tuesday, December 8, 2020 – 5:30 PM
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1. **CALL TO ORDER**
   A. **Roll Call, Moment of Silence and Pledge of Allegiance**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES**
   A. **October 22, 2020 Committee of the Whole Budget Work Session Minutes**
   B. **November 17, 2020 City Council Meeting Minutes**
4. **CITIZEN PARTICIPATION PERIOD**
5. **MAYOR'S REPORT**
   A. **Recognition of Service to Ernie and Myra Bliss**
   B. **Announcements**
6. **CONSENT AGENDA**
   A. **Approve a Resolution to Designate the Official City Newspaper** *(Clerk)*
   B. **Approve a Resolution to Combine Wards and Establish the Polling Places for the February 9, 2021 Primary Election, and the April 6, 2021 Spring Elections** *(Clerk)*
   C. **Approve the 2021 Ashland City Council and Committee of the Whole Meeting Calendar** *(Clerk)*
   D. **Approve a Resolution to Designate Public Depositories** *(Clerk)*

E. **Approve to Waive the Requirement Set Forth in Chapter 923.10, Ashland City Ordinances, and Approve the Mandatory Joint Powers Agreement between Ashland County and the City of Ashland for the Ashland County 911 Emergency System** *(Police & Fire Departments)*

F. **Approve an Agreement between the City of Ashland and the University of Wisconsin-Madison Extension, and Sign the Interagency Agreement for the SNAP-ED Programming for the Fiscal Year 2021** *(Parks and Recreation)*

G. **Approval to Apply for the Wisconsin Department of Natural Resources Urban Wildlife Abatement and Control Grant for Goose Management on City Property** *(Parks and Recreation)*

H. **Miscellaneous Minutes**

I. **November, 2020 Permit and Property Maintenance Report**

7. **NEW BUSINESS**

A. **Approve a Contract with GRAEF for Professional Services for City of Ashland Waterfront Zoning and Unified Development Ordinance Updates** *(Planning)* Roll

B. **Approve a Resolution to Approve a Conditional Use Permit for up to Fifteen (15) Additional Multi-Family Residential Units at 522 Chapple Avenue, Zoned: Mixed Residential/Commercial (MRC). Applicant: Impact 7** *(Planning)* Voice

C. **Approve 2021 Property Insurance Carrier and Renewal Quote, and 2021 General Liability, Linebacker, Law Enforcement Liability, Data Compromise and Cyber Security, Government Crime/Fidelity ISO, Business Auto, Workers Compensation, and Commercial Umbrella Insurance Carrier and Renewal Quote** *(Clerk)* Roll

D. **Approve a Resolution to Accept the Workmanship of Custofoam Corporation and Approve the Final Payment for the 2019 Utility Roof Improvements Project** *(Public Works)* Roll

E. **Approve to Purchase a John Deere 310 SL Backhoe from McCoy Construction Forestry for the Water Utility** *(Public Works)* Roll

F. **Approve the 2021-2023 Agreement between the City of Ashland and Wisconsin Professional Police Association (WPPA) Local 209, Ashland Police Department** *(Administration)* Roll

G. **Approve the 2021-2023 Agreement between the City of Ashland and the International Association of Fire Fighters (IAFF) Local 875, Ashland Fire Department** *(Administration)* Roll

H. **Approval of Parks and Recreation Policy 608: Conducting Business in Parks** *(Parks and Recreation)* 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

COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **October 22, 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:

1. Roll Call

   The Thursday, October 22, 2020 Committee of the Whole Budget Work Session was called to order by Council President Kevin Haas virtually via GoTo Meetings at 5:30 p.m.

   PRESENT: Holly George, Sarah Jackson, Kate Ullman, Ana Tochterman, Wahsayah Whitebird (7:10), Kevin haas, charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore (6:30)

   ABSENT: Matt MacKenzie (excused)

   ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Finance Director Julie Vaillancourt, and other concerned citizens.

2. Approval of Agenda

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

3. Discussion Items

   A. Continue Discussion and Presentation of Proposed 2021 City of Ashland Budget and Approve a Recommended 2021 Budget for Council Approval and Public Budget Hearing at the November 17, 2020 Council Meeting

      Kucera introduced the budgets to be discussed and Vaillancourt presented them to Council. The budgets reviewed were of the General Fund, JFK Airport and Ashland Marina, and Water and Wastewater Utilities. Council recessed for fifteen minutes at 7:15 pm for a break before resuming to review the proposed Wages and Salaries Schedule, Special Revenue, Capital Projects, Internal Service Funds, and Debt Service Funds Budgets.

      George moved, seconded by Moore to approve the proposed 2021 City of

Ashland budgets but later rescinded the motions when it was determined that Council wished for further discussion at the October 27, 2020 Committee of the Whole Budget Work Session Meeting.

4. Adjournment

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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November 17, 2020 City Council and Committee of the Whole Meeting
Tue, Nov 17, 2020 5:30 PM - 8:30 PM (CST)

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ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, November 17, 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

The Tuesday, November 17, 2020 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m..

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited. Elizabeth Franek dedicated the Moment of Silence to Janneen Johnson and all those who are effected by drug addiction.

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

ABSENT: (None)

EXCUSED: Dick Pufall

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Director Megan McBride, Library Director Sarah Adams, Public Works Director John Butler, Finance Director Julie Vaillancourt, Fire Chief Dave Wegener, Interim Police Chief Bill Hagstrom, Deputy Clerk Sarah Szymaniak, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. October 27, 2020 City Council and Committee of the Whole Meeting Minutes

Oliphant commented that the October 22, 2020 City Council meeting minutes had not been submitted and will be made available on December 8, 2020 Council meeting for approval. Moore moved, seconded by Whitebird to approve the minutes. The motion passed unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Jeff Palicki, *1200 W Lakeshore Dr #10,* expressed concerns regarding alcoholism, drunk driving, liquor licenses, and reckless driving in Ashland. Palicki thanked the Ashland Police Department for their quick responses to his calls. Palicki also expressed concern about the pedestrian trail being open to snowmobile travel in the winter.

5. MAYOR'S REPORT

A. Announcements

Mayor Deb Lewis thanked City Clerk Denise Oliphant, Deputy Clerk Sarah Szymaniak, Office Assistant Chelsea List, and poll workers for their work during the November 3, 2020 General Election. She announced that council candidate paperwork for Wards 2, 4, 6, 8, 10 is now available. Nomination papers can be circulated starting on December 1, 2020. The deadline to file a Notification of Noncandidacy is 5:00 p.m. on December 28, 2020 at the Clerk's Office. The WHEDA pilot team met last week and will begin to take action after the first of 2021. The Mayor met with Xcel representatives about the timeline and closure of the Superfund site. The Mayor shared information about the rising cases of COVID-19 in the City of Ashland and asked people to consider alternatives to traditional holiday gatherings. Mayor Lewis wished everyone a blessed Thanksgiving.

6. CONSENT AGENDA

A. Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy *(Administrator)*

B. **Approve to Accept a Grant from the Duluth Superior Area Community Foundation for City of Ashland COVID-19 Response from the Chequama-Care COVID-19 Response Fund** *(Parks and Recreation)*

C. **October, 2020 Planning and Development Report**

D. **Miscellaneous Meeting Minutes**

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

7. **NEW BUSINESS**

A. **Public Hearing on the Proposed 2021 City of Ashland Budget** *(Mayor)* Roll

Haas moved, seconded by Ortman to enter into Public Hearing. The motion passed unanimously by voice vote.

Public notice was published in the Daily Press 15 days prior to the public hearing as required, in addition to posting in three public places. There were no citizens wishing to offer their comments. Moore moved, seconded by Haas to move out of Public Hearing. The motion passed unanimously by voice vote.

B. **Approve a Resolution to Adopt the 2021 Non-Represented Employees Salary/Hourly Wage Schedule** *(Administration)* Roll

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

C. **Approve a Resolution by the Common Council for the City of Ashland, Wisconsin, to Adopt the 2021 General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds, and Internal Service Funds Budgets** *(Administrator)* Roll

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

D. **Approve a Resolution Adopted by the Common Council for the City of Ashland, Wisconsin to Establish the 2020 Tax Levy (Payable in 2021) for the City's General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds, and Internal Service Funds** *(Administrator) Roll*

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

E. **Approve an Ordinance to Repeal Chapter 165 (2019-1920) and Recreate Chapter 165, Ashland City Ordinances, Comprehensive Fee Schedule** *(Clerk)* Roll

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

F. **Approve the 2021 Proposed Budgets for JFK Memorial Airport and Ashland Marina** *(Administration)* Roll

Franek moved, seconded by Moore to approve the proposed 2021 JFK Airport and Ashland Marina budgets. The motion passed unanimously by roll call vote.

G. Approve the Proposed 2021 Water and Wastewater Utility Budgets *(Public Works)* Roll

Ortman moved, seconded by Haas to approve the proposed 2021Water and Wastewater Utility budgets. The motion passed unanimously by roll call vote.

H. Approve Final Payment to Market and Johnson Inc. for the Ashland Oredock Phase 1 Improvements *(Parks)* Roll

Ortman moved, seconded by Tochterman to approve the final payment to Market and Johnson Inc in the amount of $70,999.00. The motion passed unanimously by roll call vote.

I. Approve a Purchase Agreement with Commonwealth Companies for Sale of the Timeless Timber Site (2200 Lake Shore Drive East) Contingent upon Development Agreement Approval *(Planning)* Roll

Ortman moved, seconded by Whitebird to approve the purchase agreement with Commonwealth Companies for $1.00 contingent upon approval by Council of a Development Agreement. The motion passed unanimously by roll call vote.

J. Approve a Professional Design Proposal Submitted by Cedar Corporation to Complete Design of the Waterfront Access Road Project *(Roll)* Public Works

Ortman moved, seconded by Moore to approve the design proposal from Cedar Corporation in the amount of approximately $91,500. The motion passed unanimously by roll call vote.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: Approve a Resolution to Designate the Official City Newspaper *(Clerk)*

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 20, 2020 that The Ashland Daily Press 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:

Wisconsin State Statute 985.06(2) requires cities of the 4th class to designate a newspaper, published in the city, as its official newspaper for publication of Council proceedings and legal notices for the coming year. The Daily Press of Ashland, Wisconsin, has been the City's official newspaper for this purpose.

The Clerk requests that Council approve the resolution approving The Daily Press of Ashland to be designated the City of Ashland's official newspaper.

RESOLUTION TO DESIGNATE THE OFFICIAL CITY NEWSPAPER

WHEREAS, Wisconsin State Statute 985.06 (2) states:

> "In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city's legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work";

WHEREAS, The Daily Press meets all qualifications as established in s. 985.06 (2).

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby designates The Daily Press as the "Official Newspaper" of the City of Ashland for publication of official Council proceedings and legal notices for the ensuing year.

____
Councilperson

PASSED: December 8, 2020

ATTEST: ___________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

(2412)

SUBJECT: **Approve a Resolution to Combine Wards and Establish the Polling Places for the February 9, 2021 Primary Election, and the April 6, 2021 Spring Elections *(Clerk)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Primary Election if necessary, will be held on Tuesday, February 16, 2021 and the Spring Election on Tuesday, April 6, 2021.

Due to the expected volume of in-person voter turnout and absentee voting, both Elections will be held for all wards at one location, the Bretting Community Center. As approved by Council, Central Count will be utilized at City Hall in the Council Chambers to process all absentee ballots returned.

The City Council is required to pass a Resolution for combining wards and establishing polling places.

RESOLUTION No. 17541

RESOLUTION TO COMBINE WARDS AND ESTABLISH THE POLLING PLACES FOR THE FEBRUARY 9, 2021 PRIMARY ELECTION, AND THE APRIL 6, 2021 SPRING ELECTION, AND UTILIZING THE MUNICIPAL BOARD OF ABSENTEE CANVASSERS

WHEREAS, the City of Ashland will hold a Primary Election on February 9, 2021, and a Spring Election on April 6, 2021; and

WHEREAS, the Council must establish official polling places for elections; and

WHEREAS, combining wards whenever possible will reduce election costs; and

WHEREAS, the City of Ashland will utilize the Municipal Board of Absentee Canvassers at a Central Count for the processing of all absentee ballots at the designated location below, for both elections noted.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that Wards shall be combined and Polling Places shall be designated as follows for the February 9, 2021 Primary Election and the April 6, 2021 Spring Election, and the Municipal Board of Absentee Canvassers will convene for each election:

Combined Wards	Polling Places
1, 4, 5	Bretting Center, 400 4th Avenue West
2, 3, 6, 7	Bretting Center, 400 4th Avenue West
8, 9, 10, 11	Bretting Center, 400 4th Avenue West
Central Count	Ashland City Hall, 601 Main Street West

PASSED: December 8, 2020

____
Councilperson

ATTEST: ________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

(2414)

SUBJECT: **Approve the 2021 Ashland City Council and Committee of the Whole Meeting Calendar *(Clerk)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS:

1. Proposed 2021 City Council and Committee of the Whole Calendar

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The proposed Ashland City Council and Committee of the Whole meeting calendar for 2021 includes consideration of the following:

- Council meetings will be held on the second and last Tuesdays of the month as approved by Resolution No. 17448, with the exception of February and April due to anticipated Elections, and November and December due to the holidays
- Reorganizational Meeting held on the third Tuesday in April per Wisconsin State Statute
- There will potentially be two additional meetings TBD for Strategic Planning in lieu of a Council Retreat
- Three designated Committee of the Whole Budget Work Sessions held prior to the November 16, 2021 Public Hearing with the option of additional Budget Work Sessions in lieu of regular Committee of the Whole, if needed, TBD

The Clerk is requesting approval from Council on the proposed 2021 Ashland City Council and Committee of the Whole meeting calendar.

2021 CITY OF ASHLAND COUNCIL CALENDAR

Subject to Change

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
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31						

February

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28						

March

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June

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July

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August

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September

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October

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November

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December

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COUNCIL MEETINGS

CITY HALL OFFICES CLOSED

ELECTION DAYS

COUNCIL MEETING/
BUDGET HEARING

REORGANIZATIONAL MTG

BUDGET WORKSESSIONS

SUBJECT: **Approve a Resolution to Designate Public Depositories *(Clerk)***

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Treasurer

EXHIBITS:

1. Proposed Resolution

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Annually the City must designate official public depositories according to Wisconsin State Statute 340.5. The City wishes to use the below banks located within the corporate limits of the City of Ashland:

- Associated Bank
- BMO Bank
- Chippewa Valley Bank
- Northern State Bank

The City would also like to use Bremer Bank in Washburn for depositing of public monies and declare them as official public depositories. The City started using Bremer Bank of Washburn as a depository for public funds for the Vaughn Public Library Renovation Fund for depositing public monies, proceeds from library fundraisers, and donated monies that are designated for other library items. The Bank also provides the City and alternative investing opportunity for investing public funds.

It is recommended that the City also declare the Wisconsin Local Government (WLG) Investment Pool as a public depository because it provides another investment opportunity for short-term cash investing needs. The WLF Investment Pool will be a safe tool for investing when local banks cannot offer the best rates.

The City also wishes to use Hometown Bank in Fond du Lac, Wisconsin as a depository for public funds. As part of the collection process, funds collected by LifeQuest are first deposited into Hometown Bank (City is account holder) and then deposited into the City's local account.

It is recommended that Council approve the listed depositories for use of holding and investing public funds for the City of Ashland.

RESOLUTION TO DESIGNATE PUBLIC DEPOSITORIES

WHEREAS, Wisconsin State Statute 34.05 states:

> "…the governing board of each public depositor shall, by resolution, designate one or more public depositories, organized and doing business under the laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public moneys received by him or her and specify whether the moneys shall be maintained in time deposits subject to limitations of s. 66.0603 (1m), demand deposits or savings deposits and whether a surety bond or other security shall be required to be furnished under s. 34.07 by the public depository to secure repayment of such deposits. A designation of a public depository by the governing board shall be a designation of the public depository for all treasurers of the governing board and for all public depositors for which each treasurer shall act."; and

WHEREAS, the City of Ashland wishes to use all four banks located within the corporate limits of the City of Ashland (Associated Bank, BMO Harris Bank, Chippewa Valley Bank, Northern State Bank) and Hometown Bank in Fond du Lac, WI, Bremer Bank of Washburn, and Wisconsin Local Government Investment Pool for the depositing of public moneys; and

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

- Associated Bank, Ashland, WI
- BMO Harris Bank, Ashland, WI
- Chippewa Valley Bank, Ashland, WI
- Northern State Bank, Ashland, WI
- Hometown Bank, Fond du Lac, WI
- Bremer Bank, Washburn, WI
- Wisconsin Local Government Investment Pool

are hereby declared to be the official public depositories of the City of Ashland.

____
Councilperson

PASSED: December 8, 2020

ATTEST: ____________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

(2413)

SUBJECT: **Approve to Waive the Requirement Set Forth in Chapter 923.10, Ashland City Ordinances, and Approve the Mandatory Joint Powers Agreement between Ashland County and the City of Ashland for the Ashland County 911 Emergency System *(Police & Fire Departments)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor, City Attorney, Police Chief, Fire Chief

EXHIBITS:

1. Joint Powers Agreement between Ashland County and the City of Ashland

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer has noted that on November 20, 2020 that Ashland County, Ashland, Wisconsin is not in compliance with Chapter 923.10, Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The Intergovernmental Cooperation Plan contained within Chapter 9 of the City's Comprehensive Plan of Record requires the City to cooperate with overlapping and neighboring jurisdictions to provide quality, cost effective and efficient services including fire protection, emergency medical, and law enforcement.

SUMMARY STATEMENT:

Section 265.35(9), Wisconsin Statutes requires that emergency service providers enter into an annual Joint Powers Agreement with the agency operating the 911 Call Center for the community. The Joint Powers agreement authorizes the 911 Call Center to dispatch municipal fire, ambulance, or law enforcement vehicles to incidents within tor outside the boundaries of the municipality.

It is confirmed that Ashland County is not in compliance with Chapter 923.10, Ashland City Ordinances. Due to the nature of this agreement, it is requested of Council to waive this requirement and approve the mandatory Joint Powers Agreement for the Ashland County 911 Emergency System.

Joint Powers Agreement
Between Ashland County
and the
City of Ashland

Ashland County 911 Emergency System

WHEREAS, Ashland County and the municipalities located within the boundaries of Ashland County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9)(a), Wis. Stats. “Joint Powers Agreement,” requires that in implementing a 911 system as has been done in Ashland County, public agencies shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Ashland County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and condition contained herein, it is hereby jointly agreed between Ashland County and the City of Ashland as follows:

1. That effective January 1, 2021 this agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2021.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Ashland County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Dated this ________ day of ________, 2020.

____

Heather Schutte
Ashland County Clerk

____

Deb Lewis

Mayor

City of Ashland

SUBJECT: **Approve an Agreement between the City of Ashland and the University of Wisconsin-Madison Extension, and Sign the Interagency Agreement for the SNAP-ED Programming for the Fiscal Year 2021 *(Parks and Recreation)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Director

EXHIBITS:

1. Interagency Agreement for SNAP-ED Programming

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 30, 2020, that the University of Wisconsin-Extension, Madison, Wisconsin is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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.The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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.

SUMMARY STATEMENT:

The agreement between the City of Ashland and the University of Wisconsin-Madison Extension (UWEX) will create a partnership to offer nutrition education programming to local participants with limited incomes. Educational programming is discussed within the Agreement and includes educational resources to direct families to make heathy choices and lifestyles.

INTERAGENCY AGREEMENT FOR SNAP-ED PROGRAMMING (FY21)

Extension's Responsibility:

University of Wisconsin-Madison Division of Extension FoodWIse /SNAP-Ed and **Ashland Parks and Recreation, Ashland County** will work together to offer nutrition education programming to participants with limited incomes. Educational programming will consist of (insert or attach brief description of planned programming, including number of educational lessons or series by site, planned indirect education, and PSE activities):

5 Lessons with Youth
Indirect Education Resources

*****Modifications may include: providing education virtually or prerecorded clips**

*Due to the COVID-19 pandemic, FoodWIse program delivery may be modified to follow organizational policies and guidance regarding safety of participants and staff. Alternative delivery methods, such as online/virtual lessons, will be discussed and agreed upon by the FoodWIse Nutrition Coordinator and **Ashland Parks and Recreation.***

Insurance: The Board of Regents of the University of Wisconsin System as an agency of the State, and consequently, Division of Extension, is self-funded for liability (both public and property) under ss. 893.82 and 895.46(1), Wis. Stats. As a result, such protection as is afforded under respective Wisconsin Statutes is applicable to officers, employees, and agents while acting within the scope of their employment or agency. Since this is statutory insurance, there is no liability policy as such that can extend protection to any others.

Background checks: The University of Wisconsin Division of Extension agrees to conduct background checks for those employees assigned to do work for the FoodWIse program if such employee has actual, direct contact with clients of the program. UW-Madison Division of Extension shall retain in its Personnel Files all pertinent information to include a Background Information Disclosure Form (or such similar form) and/or search results from the Department of Justice.

Partner Agency's Responsibility:

Ashland Parks and Recreation agrees to work with University of Wisconsin-Madison Division of Extension FoodWIse /SNAP-Ed to enhance, support or facilitate the educational programming in ways that are described below:

X Advertising (includes marketing)

X Staff or Staff time
X Materials (publications, supplies, etc)

FoodWIse education is funded by the USDA Supplemental Nutrition Assistance Program– SNAP and Expanded Food and Nutrition Education Program - EFNEP. An EEO/AA employer, the University of Wisconsin-Madison Division of Extension provides equal opportunities in employment and programming, including Title VI, Title IX, the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act requirements.

☐ Other: ________________________

X Space (eg, facility or room where programs take place)
X Recruitment (includes program outreach)
Volunteers or Volunteer Time

Please insert or attach brief explanation of any contributions indicated above. Please also detail the duties that will be performed by volunteers within the scope of this project.

- Staff will facilitate follow-up evaluations with parents.
- Staff will help advertise and recruit for programming if needed.
- Staff will be present during FoodWIse education sessions.
- Supply copies of handouts/parent letters if needed. Scissors, glue, markers and other school supplies will be available if needed as well.
- FoodWIse will use center space to provide a series of lessons if needed.

NOTE: During FoodWIse/SNAP-Ed lessons for children, it is required by FoodWIse that a teacher or other responsible employee of the Agency partner be present in the room with the children and the FoodWIse nutrition educator always.

Certification of SNAP-Ed-eligibility for programming: FoodWIse relies on information from agency partners to make sure that educational programming is reaching learners who are low-income. Please review Agency records or use other means, as necessary, to determine if the learners that FoodWIse would be reaching are SNAP-Ed-eligible.

Ashland Parks and Recreation hereby confirms by signature below that 50% or more of the persons who will be participating in FoodWIse educational programs in collaboration with our organization or agency are SNAP recipients or are eligible to receive SNAP (FoodShare, formerly known as food stamps) or are low income as demonstrated by eligibility for other similar federal assistance programs.

I have used the following sources of evidence and documentation (please check one or more):

☐Records of the incomes of our agency clients

☐Surveys of our clients' participation in the Food Stamp Program/SNAP (FoodShare Wisconsin)

☐Evidence and records of our clients' participation in other assistance programs that have income-eligibility requirements like FoodShare (e.g. W-2 or TANF [Temporary Assistance for Needy Families and Individuals], Free or Reduced Price School Lunch or School Breakfast Program, WIC, Healthy Start, Head Start, The Home Energy Assistance Program, TEFAP [surplus commodities], Medical Assistance, Badger Care, Wisconsin Shares Child Care)

☐Other (Please describe):

Insurance: Ashland Parks and Recreation agrees to maintain appropriate insurance to cover the potential liability of its officers, employees and agents while acting within the scope of their employment or agency.

____Vasanthi Pillai, Managing Officer ___11/19/2020______
[Hand or Digital Signature of University of Wisconsin-Madison representative] [Date]

____ ___________________
[Hand or Digital Signature of Agency Partner representative] [Date

SUBJECT: **Approval to Apply for the Wisconsin Department of Natural Resources Urban Wildlife Abatement and Control Grant for Goose Management on City Property** ***(Parks and Recreation)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS:

1. Urban Wildlife Damage Abatement and Control Grant Application
2. WIDNR/USDA Publication - Resident Canada Goose Management in Wisconsin

EXPENDITURES REQUIRED: $1000

AMOUNT BUDGETED: $5000

APPROPRIATION REQUIRED: $1000

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The items conforms with the City of Ashland Comprehensive Outdoor Recreation Plan.

SUMMARY STATEMENT:

The City is seeking funding form the WDNR grant to assist with creating a urban wildlife management plan for geese, modify habitat and contract with USDA Wildlife Services to assist in controlling urban goose populations within the Ashland City limits.

The grant would pay for:
- A staff member to write a goose management plan specific to Ashland
- Purchase vegetation for shoreline areas prone to goose infestation
- Pay for staff/volunteer time to plant vegetation
- Contract with USDA Wildlife Services to locate nests within City limits and assist in implementing approved goose population management techniques

Urban Wildlife Damage Abatement and Control Grant Application:
City of Ashland, WI

A. The City of Ashland is seeking monetary assistance to write and implement a Goose Management Plan for the City of Ashland.

1. The creation of this plan would include hosting a virtual public information and education session, approval of a final draft of the plan by the City of Ashland Parks and Recreation Committee and approval of the final plan by Ashland City Council all in March of 2021. City staff (Parks and Recreation Director) would be responsible for the writing of the plan and organization of the public meetings. City Staff will create education materials for the public.

2. In 2020, Kreher Park was under advisory or closed due to elevated E.coli levels 43 days out of a 95-day beach season. It is hypothesized that these high E.coli levels were due to the resident goose population that lives at and near Kreher Park. In 2020, Maslowski Beach was under advisory or closed 30 days out of a 95-day beach season.

   Another issue are the negative interactions of park/trail users and geese. Resident geese can be very confrontational and "harass" humans on bikes, lawn mowers and on foot. This is experienced along the waterfront trail at Maslowski Beach, Kreher Beach and City Dock/Bayview Park.

   Resident geese nest in Prentice Park (across US Hwy 2 from Maslowski) and travel to Maslowski and the waterfront trail to feed. Resident geese are also believed to live in the Bay City Creek Peninsula (west of Kreher Park) and/or on the former Ashland/NSP Lakefront Superfund Site.

3. Population estimates are from local DNR Wildlife Specialists and Migratory Bird Officials.

4. The City of Ashland believes that a desired population goal would be 15 nesting pairs. During the public information session, input will be gathered on this population goal.

5. The City of Ashland will work with Ashland County Land and Water Conservation Department on habitat modification strategies, reducing the grassy buffer areas between the waterfront and trail/park lands, and what vegetation to plant where. City Staff along with volunteers from the Beautification Council and Northland College will assist in the plantings. The City will also work/contract with USDA Wildlife Specialists to locate and oil goose eggs in nests found within City limits.

Education

DON'T FEED WATERFOWL

Feeding waterfowl is a popular activity for many people, but it is a significant cause of high urban bird populations. Consider implementing a "No waterfowl feeding" ordinance or policy. Congregating wildlife by hand feeding can be unhealthy nutritionally for geese and more easily spread disease through waterfowl populations. Feeding also disrupts natural patterns and concentrates waterfowl which can have a decoy effect, attracting more birds to the location.

Urban Wildlife Damage Abatement and Control Grant

UWDAC grants are available from the DNR to any town, city, village, county or tribal government in an "urban area." Grant funding is available to help urban areas develop wildlife plans and/or to implement specific damage abatement and/or control measures for white-tailed deer and/or Canada geese.

A statewide total of $25,000 is available annually. This program provides 50 percent project reimbursement up to a maximum of $5,000 ($10,000 total project cost). Advance payments of 50 percent (not to exceed $2500) of the grant award can be requested at the time the grant agreement is signed.

http://dnr.wi.gov/org/caer/cfa/LR/Urbanwildlife/grants.html

For Further Information

If you have any questions regarding Canada goose management, please contact your region's USDA Wildlife Services district office for more information.

Northern District:
USDA APHIS Wildlife Services
PO Box 1064
Rhinelander, WI 54501
(800) 228-1368

Southern District:
USDA APHIS Wildlife Services
1201 Storbeck Drive
Waupun, WI 53963
(800) 433-0663

This publication was made possible by the WDNR and the USDA.

This publication can be made available in alternate format upon request. Please call (608) 264-6036 for information.

The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240.

Resident Canada Goose Management in Wisconsin

PUB WM-474-2007

Resident Canada Geese

The population of resident Canada geese in Wisconsin has dramatically increased over the last 25 years. This phenomenal growth has been recorded throughout the United States as well as internationally. This is partially due to the development of large open mowed grassy areas that humans have created and the protection that they provide. Resident Canada geese are large, very adaptable, long lived, productive, and protective of nests and young. These traits often lead to conflicts with citizens.

Conflicts

As the population increases, so do the incidents of human conflict. High concentrations of resident Canada geese can lead to landscape damage, decreased water quality, disruption of recreational activities and decreased aesthetics from abundant droppings. However, there are solutions to these problems for landowners and local governments. In Wisconsin, the management strategy for these geese is twofold: 1) Manage the overall population through hunter harvest and 2) Address property or community specific problems with professionally guided integrated management.

Management Decision

The decision and cost to manage the local Canada goose situation lies with local leaders in accordance with State and/or Federal rules.

Integrated Management Plan

It is recommend that an integrated plan, utilizing multiple techniques, be implemented to successfully resolve conflicts with resident Canada geese.

Techniques to consider include:

Habitat modification. Habitat modification is altering the characteristics of the site so that geese do not find it attractive. This can be achieved by allowing grass to grow or planting buffer strips of native grasses or shrubs around water bodies to block the geese's clear view of potential predators, making them feel uncomfortable.

Fence barriers. Fences can prevent geese from conveniently walking from water to grass areas. Many different cost effective varieties, from mesh fencing to monofilament lines, can work well at disrupting access to feeding or loafing areas.

Scare devices. It is legal to harass Canada geese without a state or federal permit as long as the geese are not touched and adults are not kept away from their nests with eggs. These techniques are designed to make the geese uncomfortable and encourage them to find friendlier habitat. Trained dogs, auditory calls, predator effigies, mylar flagging, pyrotechnics and human harassment can be a critical part of an integrated plan.

Repellants. Chemical repellents can be applied to grassy areas where geese are accustom to feeding. Typical goose repellents coat the grass with products that the geese find distasteful. They often associate the repellant's slight discoloration of the treated areas with the bad taste and avoid feeding in the area. Landowners should contact the Wisconsin DNR before using repellants because a permit may be needed.

Population management. Population management is achieved by either reducing the recruitment and/or increasing the mortality of the local population. This can be done several ways. Where possible, hunters harvesting geese during the early September hunt can be effective at reducing local populations and establishing that the area is no longer a safe refuge for the geese. However, local ordinances may have to be altered to allow hunting in developed areas. In order to manage the local population outside of the established hunting season, either by reducing nesting success or removal of adult and juvenile birds, a State and/or Federal permit is

necessary to conduct these activities in Wisconsin. Nesting success can be reduced by obtaining a nest destruction permit. This will allow the permit holder to oil, addle or destroy a nest with eggs. Destroying alone may cause the geese to attempt renesting. Nests without eggs may be destroyed without a permit. The removal of adults and juvenile geese or "round-up" is conducted in mid-June to early July during the molting process when geese are flightless. Prior to removing geese the population must be sampled for environmental contaminants. Captured birds are processed and made available to local food pantries for human consumption.

Important things to consider

Consider the timing of your actions. Goose behavior and damage changes throughout the year.

Reduce the available food and eliminate the ability of geese to walk from the water to feeding areas.

Solicit public involvement. While some people enjoy observing geese others would rather have them removed. Consider all opinions to avoid negative reactions.

Be aware of laws and regulations. These change over time.

Consider reducing geese, not eliminating them. Most successful plans aim to reduce goose numbers to a level tolerable to all stakeholders.

Be proactive. Many people wait until the problem is out of control before seeking help.

Lloyd Orensten called the Airport Commission meeting to order at 4:30 p.m., August 27, 2020.

Present: Lloyd Orensten (Commissioner Chair), Tom Bouchard, John Coffey, Richard Huber, Rick Korpela
Absent: N/A
Excused: N/A
Also Present: Bill Moore (Airport Manager), Richard Pufall (Ashland County Board Chair), Clark Schroeder (Ashland County Administrator)
AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (July 23, 2020)

A motion was made by Coffey, seconded by Bouchard, to approve the July 23, 2020 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD
None.

AGENDA ITEM 4: COMMISSION ITEMS

- **SRE (Snow Removal Equipment) Update**
  The FFA is determining if the requested SRE is 51% American made or greater. No further updates.

- **100LL New Tank Update**
  The Ashland Airport is not eligible for the federal funding for this tank update. Instead, Ashland Airport was instructed to submit three proposals to the Wisconsin Department of Aeronautics for a new fuel pump. Moore has received three bids and will be submitting them to the Bureau.

- **Snow Plow Upgrade Update**
  Moore suggested waiting to update the snow plow. The Airport has $20,000 left for operating and maintenance costs from the CARES Act grant. Moore would prefer to have that money on hand for urgent and emergency purchases during this time.

- **2021 Bayfield County Funding Request**
  Moore spoke at the Bayfield County Executive Committee meeting and asked for $20,000 in funding. The amount granted is pending.

- **Airport Commission Meeting Logistics**
  Moore and Orenstein will work together to potentially develop updates to the Airport Commission meeting structure and schedule. The Airport Commission Meeting will be held every two months with monthly updates submitted by Moore to the Airport Commission Members .

AGENDA ITEM 5: Manager's Report

Mini Van Rental

The Mini Van rental has been very successful and is in high demand from a variety of clients. Moore asked the Commission what clients should be charged for quick trips into Ashland. $40.00/half day was determined to be appropriate.

Airport Courtesy Car

The courtesy car has a host of serious maintenance issues. Estimated cost to fix these issues is at least $1000.00. Clark Schroeder will look into finding a donor or replacement courtesy car.

100LL Sump Containment

Moore has received three bids and will be submitting them to the Wisconsin Bureau of Aeronautics for them to determine who is selected.

Runway Repave

The Bureau is initiating the Environment Impact Statement as well as the Pavement Condition Index testing with an estimate that the repave will start in 2021. The runway will be refabricated if 51% of the current runway material is determined to be repairable. If more than 51% of the runway is unrepairable, then the entire runway will be torn up and replaced. The runway will be narrowed to 75 feet wide unless the Airport pays out of pocket for the remaining 25 feet (for a total of 100 feet).

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Moore. The total amount of the bills came to $24,019.28.

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

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held October 22, 2020, at 4:30 pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

A motion was made by Huber, seconded by Korpela, to adjourn. The motion passed unanimously.

Minutes respectfully submitted by Sarah Szymaniak

PRESENT: Thomas Yankee, Dick Pufall, Paul Gilbertson, Randy Harvey, Gary Leino, & Allen Smiles
ABSENT:
EXCUSED:
ALSO PRESENT: Marina Manager-Scott Stegmann

Dick Pufall called the meeting to order at 5:15 p.m.

Agenda Item 1: Public Comment

None.

Agenda Item 2: Approval of February, 2020 Minutes

A motion was made by Leino, seconded by Yankee, to approve the February 26, 2020, minutes. The motion carried unanimously.

Agenda Item 3: Financial Statement

A. Financial Statement

No discussion of the financial statement.

Agenda Item 4: Unfinished Business

A. Superfund site

Nothing new to report at the site.

B. Boat Launch

The new boat launch not going in this year. Hopefully, in late fall/winter they will put it out for bids. WI Waterways approved funding for the launch area, but the joint financing committee did not approve their decision, needs to be re-submitted, and when doing so will attempt to get 80/20 match instead of 50/50.
If not getting new boat landing need to do something with fixing the old boat landing. Prentice Ave has been resurfaced but not where the boats are actually launched. No money in the budget to fix the parking ramp at the old launch; estimated cost to fix $40,000.

Agenda Item 5: New Business

A. Next Meeting Date

At this time meeting dates will be scheduled as needed; noted that Wednesdays are preferred and it was requested they occur in the first two weeks of the month.

B. Manager's Report

Seth Hoffman was introduced to the commission, he is the new hire for the marina replacing Jeff Pflanzer. Pflanzer is retiring his last day is Friday, June 20th. Commissioners discussed having a picnic for Pflanzer at the end of July.
Stegmann bought a plaque for the commissioners to view, it is for Jim Tomczak to honor his long time service to the Harbor Commission. Smiles will make a brass plaque with Jim's name and service to be attached.
The marina's financial numbers are off by about 6%, but it is early in the season so Stegmann is not overly concerned at this time. Marina bathrooms are now open 24/7 and follow CDC guidelines for safety.
Following up on past discussion about people anchoring their boats in the harbor. Stegmann contacted the Coast Guard and they don't want to touch it; Stegmann feels that if they don't want to handle it, the commission should also leave it alone. Stegmann suggest that if there are complaints about specific issues with an anchored boat (ex. no lights at night), the public should take it up with the Coast Guard.

<u>Agenda Item 6: Items for next meeting agenda</u>

Harvey is concerned about small children running around on the break wall with no life jackets; worried about kids falling in. Harvey would like to see warning signs or something. Bring this topic forward for the next meeting.

<u>Agenda Item 7: Adjourn</u>

A motion was made by Gilbertson, seconded by Harvey, to adjourn. The motion carried unanimously. Meeting was adjourned.

Kim Westman

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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wed, Oct 14, 2020 5:00 PM - 6:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

https://global.gotomeeting.com/join/509406549

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679 ;
United States: +1 (571) 317-3116
Access Code: 621-594-805

I. Call to Order

a. Roll Call
In attendance: Sarah Jackson, Dave Ullman, Mike Amman, Meghan Salmon-Tumas, Nancy Sztyndor
Excused: Kevin Haas, Dawayne Lampson

b. Agenda Modification
Motion by Hudson to remove first business item
Second by Salmon-Tumas
Motion carries unanimously

c. Approval of Minutes
i. Approval of September 16, 2020
Motion by: Sztyndor
Second by: Amman
Motion carries unanimously

II. Public Comment Period

III Information Items

- Parks Projects Updates
  - Diving board and ladder were removed for winter at Bayview Park
  - Campgrounds start closing down for the winter 10/19
  - The new playground at Bay City park was installed the week of 10/1
  - DNR Urban Forestry grant was submitted on 10/1
  - Review of 2021 Parks Projects budget
    - Extra money available to save in case of unexpected needs, such as park damages
    - Money for storm water outfall study will use dna lab at NC to identify sources of E. coli at 6th Ave Beach
    - $11,000 for urban forestry to match DNR grant, if obtained
- Recreation Updates
  - October session of gymnastics started this week

  - Working with SPARK to host some middle school after school programming 1-2 days/wk
  - Bay City Bike Club finished last week, 9 kids participated and seemed to have fun!
  - The Gym Coordinator will return to work from FMLA around Nov 2
  - Archery Classes are currently being held outside at Chequamegon Archery Range
  - Football Skills and Drills ended on 10/1 with around 30 kids participating in a punt, pass and kick competition.
  - City has submitted a proposal to Chequama-CARES fund to purchase handwashing stations and ionizing cleaning machines.
    - Will allow for more efficient cleaning and free up staff time

VI. Business Items:

- Discussion and Recommendation on Business in City of Ashland Parks Ordinance
  - The newest edition of the policy/ordinance has used examples from neighboring communities.
  - The City Attorney is also reviewing the document. The policy/ordinance should go before the City Council on or before November 17, 2020.
  - Sara to add Bandshell to list of areas open to commercial use and special events
    - Maybe not since it is close to Cheq Hotel
  - Amman recommends opening all 22 park areas to commercial use and special events
  - Salmon-Tumas recommends updating language on insurance req to something applicants may need to provide
  - Amman asks for clarification of Mobile Concession vs vendor; Hudson to edit 'vendor' to read 'Transient Merchant'
  - Amman and Sztyndor recommend raising fees
  - Ullman asks about rates of nearby communities; Hudson explains that these rates are based on Duluth/Superior rates
  - Sztyndor inquires about encouraging too many food trucks and impacting brick-and-mortar; Hudson suggests capping the number of permits available
  - Hudson to increase daily rate to $30 and weekly rate of $50, going up to monthly rate of $175 and yearly rate of $750
  - Revenue will go to APR
  - Hudson asks where food trucks should go
    - Stzyndor says Bayview has been a good place, Maslowski might not be a good place, Prentice not a great fit but why not?
    - Amman suggests space for two food trucks at Bayview
    - Ullman suggests Oredock upland area/Stuntz Ave and Superfund site
    - Jackson suggests Hodgkins
    - Ullman suggests Central Railyard Park
  - Questions on scheduling the trucks and trucks selling from private property
  - Hudson to update, review with lawyers, and bring to next meeting
- Discussion and Recommendation on the City of Ashland Parks and Recreation Comprehensive Fee Schedule
  - The City's Comprehensive Fee Schedule is to go before the Common Council on Nov 17. The attached fee schedule show new proposed fees and amounts in Red.
- Discussion and Approval to Apply for Wisconsin DNR Wildlife Control and Abatement Grant
  - City Staff is seeking discussion and recommendation to apply for a DNR Wildlife Control. There are two effective DNR approved options the City has for goose management, one is a goose round up and the other is oiling the goose eggs. USDA Wildlife services can contract for both methods. The egg oiling is the less controversial. This process is where the City gets a permit from USDA to control goose populations and someone (USDA) looks for nests on City property and applies oil

to the shell of eggs. The adults will continue to sit on the eggs until it is too late to lay more. A contract cost estimate has not been received. Thoughts are that there are very few nesting pairs of geese on city property, and nests/eggs can only be oiled on the permits holders (the City's) property. The City does not have a current goose management plan.

- From DNR Website:
  - Urban Wildlife Damage Abatement and Control (UWDAC) grants help urban areas develop wildlife plans, implement specific damage abatement and/or control measures for white-tailed deer and/or Canada geese. They are available to any town, city, village, county or tribal government in an urban area.
- ELIGIBLE PROJECTS (:
  - Eligible urban areas list (Ashland is on the list)
  - Developing an urban wildlife population control plan.
  - Monitoring wildlife populations and establishing population estimates
  - Removing deer using sharpshooters as part of a DNR approved project.
  - Trapping deer and geese.
  - Implementing managed hunts.
  - Removing resident Canada geese by approved DNR methods.
  - Performing required health and tissue sampling.
  - Processing, distributing or disposing of geese or deer to a charitable organization.
  - Modifying habitat.
  - Implementing any other wildlife control or damage abatement practices approved by the DNR.
- Current budget has $5,000 for goose abatement
- We can develop a full wildlife management plan using in-house staff and expertise from accessible agencies, with funding from this grant
- The grant could also fund egg oiling
- Salmon-tumas makes motion to apply for DNR grant for developing a wildlife abatement plan and performing goose abatement
- Amman seconds
- Motion passes unanimously

V. Next Meeting Date

Will plan after connecting with absent members

VI. Comments and Questions

VII. Adjourn

Move to adjourn by Amman
Second by Jackson
Motion carries unanimously

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.*

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, October 20, 2020 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: Matt Mackenzie, John Beirl, Katie Gellatly, Laurie Gregor, Ana Tochterman, Mayor Lewis

Committee Members Absent: David Mettille

Staff Present: Megan McBride, Lucas Phillips

Mayor Lewis opened the meeting at 6:30 p.m.

Agenda

1) **Approval of Agenda**

Motion to approve the agenda by John Beirl, seconded by Matt Mackenzie. Passed unanimously.

2) **Consent Agenda**

Motion to approve the minutes from the October 6, 2020 Plan Commission meeting by John Beirl. Seconded by Laurie Gregor. Passed unanimously.

3) **Public Comment (non-agenda items)**

None

4) **Action Items**

a) Review and approval of a Site Plan to construct a new veterinary clinic on parcel 201-04896-0000, zoned Future Development (FD). Applicant: Margaret Koosmann/Ashland Area Vet Clinic.

Megan McBride provided background regarding previous discussions with the site designer surrounding the Site Plan. She explained a few key considerations also laid out in the site plan, requiring 20 feet of buffer space between the commercial use and existing residential uses. She explained that existing trees will remain on the site to provide a sound and visual buffer. The location of outdoor kennels was identified as a concern by Commissioners in a previous Plan Commission meeting, and has been addressed in the site plan through its location behind the building, and maintaining existing trees to provide screening. She explained that a new fire hydrant will be installed on the site, as recommended by the fire department.

Matt Mackenzie requested clarification regarding the outdoor kenneling of animals, if these kennels would be attended at night, and if someone would be staying at the property. Tim Dykstra explained that the kennels are not used at night, and are closed up at 6:30. He explained that while there will be overnight boarding at the clinic, the animals are boarded indoors at night, and the indoor kennels are soundproofed so there will be a negligible impact on surrounding properties.

Mayor Lewis asked if this is the property that hosts the cross-country ski trails, and Tim Dykstra explained that there are trails running through the back of the property. The Mayor asked if these trails will remain open, and Tim Dykstra explained that they will likely remain open, pending information regarding insurance liability on the property. They stated that Dr. Margaret would like to keep them open, and Katie Gellatly explained that she has an easement on her property, and this might be a possibility for them to look into as well. Matt Mackenzie also suggested looking into the "berry picking law" that exists in Wisconsin that allows for limited liability for such uses on the property, and the clinic stated that they will look into that option.

Mayor Lewis requested clarification on the site lighting. Megan McBride explained that she has been working with C&S Design to make sure that the site meets all requirements for lighting, and that all conditions of the final site plans be met prior to issuance of building permits.

Matt Mackenzie requested clarification regarding the "future accessory building" listed on the site plan. Megan McBride stated that she does not know of the exact timeline for them building the accessory building, but she said that it will have to be structurally similar to the primary structure, and it will be located behind the principal structure. This would not require a site plan amendment if it is in the same location and same size as listed on the approved site plan as proposed. Trevor Provost stated that the accessory structure will likely be built in 3-5 years.

John Beirl requested to abstain from the voting due to a conflict of interest.

Motion to approve the Site Plan with conditions listed in the Staff Report by Matt Mackenzie. Seconded by Ana Tochterman. Passed 5-0, John Beirl abstained.

b) Review and recommendation of commercial proposal for redevelopment of the Timeless Timber site

Megan McBride provided background regarding the RFP process – the site had previously been marketed as one whole lot, but for this RFP it has been split into two pieces – the part adjacent to Hwy 2/Lake Shore Drive for commercial redevelopment, and is the site currently under consideration. The southern portion of the lot was marketed for residential development, and will be evaluated by the City Housing Committee at their October 21, 2020 meeting. Megan explained that this site is located within TID #9, which is struggling, so taxable value must remain a consideration for the City, in addition to the prime location on Highway 2.

The proposed development is located adjacent to the Highway 2 portion of the site, and would be a location for El Tarasco, featuring a large seating area, a private room for events, and an expanded bar area. The total estimated value is approximately

$1.181 million, and the taxable value will be based on final project costs. Megan explained that the a Development Agreement and Site Plan will still have to be approved in the future, and will both be reviewed by the Plan Commission.

Katie Gellatly asked if the developer has any connection to the new Mexican restaurant that opened on Highway 2 just west of Ashland. Jose Alvarez, appearing as the representative for El Tarasco, stated that he is not involved with the new restaurant in the former Link building, but that he is a part owner of El Dorado.

John Beirl asked if there was a staff recommendation for the proposal, and Megan McBride explained that past RFPs have not included a staff recommendation, so she has not provided one.

John Beirl requested clarification regarding the City's possibility of giving the land to the developer, and Megan McBride explained that was identified as a potential development incentive in the RFP, since the TID in which it is located is not financially able to provide any alternative types of development incentives. The failing TID #9, and ultimately all of the taxing entities (City, County, school district, WITC), will benefit from the increase in taxable value and the redevelopment of this idle site.

John Beirl asked if the City will incur any additional costs, and Megan McBride stated that they have considered this, and it will be addressed via a public-private partnership to expand the turn lane, for example. Any future development costs will be the responsibility of the developer, which was clearly stated in the RFP.

John Beirl requested that a reversionary clause be considered that would allow the city to reclaim the land if the development does not move forward within a certain period of time. Megan McBride answered that it is standard practice for past City contracts to include a reversionary clause, so this will be included in the Development Agreement.

Mayor Lewis asked when they are planning on starting construction, and Jose Alvarez answered that they are hoping to start construction in the spring, pending state approval.

Laurie Gregor asked how close the estimate is to the actual costs gained from contractors, with consideration to construction costs that have increased greatly in recent months. Jose Alvarez explained that the projected costs came from C&S Design, the architects, and that they have not spoken to contractors yet until they obtained concept plan approval from the city. He stated that he has spoken to a few plumbing and electrical companies, as well as a general contractor, and that there is interest in the project, but nothing has been determined yet. Jose Alvarez plans on hiring local contractors to support the local economy. Commission members expressed support for the project, especially given the current economic climate.

For context regarding the larger site, Mayor Lewis requested that Megan McBride quickly review the proposed development for the southern, housing portion of the site, which will be discussed by the Housing Committee. Megan McBride provided some information and designs of the proposed fifty (50) unit multi-family development.

Ana Tochterman asked for clarification regarding ingress/egress of the restaurant site, and Megan McBride showed on the site plan that traffic will be going out of the site on the existing portion of 23rd Ave E. There will not be additional ingress/egress requirements on Highway 2. This is the reason that the center turn lane which currently stops at Kwik Trip shall be extended to serve traffic turning left onto 23rd Ave E from Highway 2 as well.

Ana Tochterman requested more information regarding the parking requirements on this lot, and Megan McBride explained that the parking is required to be set behind the building, and that parking maximums are calculated based on the staff requirements of the business and the estimated maximum occupancy of the building.

Megan McBride stated that the commercial and residential parts of the site do not take up the entire site with buildings or parking, so that there will be plenty of green space on the sites, helping to mitigate stormwater concerns.

Ana Tochterman requested special consideration be given to the connection between the residential developments and commercial developments, as well as connections to existing pedestrian infrastructure. Megan McBride stated that she has discussed this with the developers and they are very excited to have connections to pedestrian infrastructure, and will work to ensure connectivity is prioritized in the site planning for each development.

Motion to approve the proposal for redevelopment and forward on to City Council by Ana Tochterman. Seconded by Katie Gellatly. Passed unanimously.

5) Announcements/Reports/Comments/Questions

Megan McBride announced that the RFP for the waterfront code updates has been released, and there has been a lot of interest in this. She also stated that the City has received an award from the American Planning Association for excellence in planning. She also announced that she presented last week at the American Planning Association – WI chapter conference.

6) Adjournment

Motion to adjourn by Mayor Lewis. Seconded by John Beirl. Passed unanimously.

Meeting was adjourned at 7:20 pm. Minutes done by Lucas Phillips.

Find yourself next to the water.

ASHLAND

Case Report

11/01/2020 - 11/30/2020

Start Date	Parcel Address	Description
10/5/2020	921 PRENTICE AVE	Fence around yard not installed in a workmanlike manner. Permit?
10/26/2020	715 3RD AVE W	Garbage in yard
11/2/2020	213 MAIN ST E	Tenants using neighbors dumpster without permission. Garbage also scattered on the ground around dumpster.
11/3/2020	323 14TH AVE W	Neighbor complained about garbage and household items in yard near alley. Also, tires in yard.
11/3/2020	610 2ND AVE W	Neighbors fence is alledgedly attached to their garage
11/4/2020	323 14TH AVE W	Garage needs new window and door. I will pursue this case after the COVID-19 issues ease.
11/4/2020	522 9TH AVE W	Property owner called and stated that the neighbor is blowing the leaves from their yard into his yard.
11/4/2020	522 9TH AVE W	Garbage and old canoe in yard after collapsed shed was removed
11/6/2020	715 3RD AVE W	House needs protective treatment completed in rear, and new roofing on 1-story rear section of house. I will pursue this case after the COVID-19 issues ease.
11/10/2020	612 15TH AVE W	Appliance in yard
11/13/2020	307 WILLIS AVE	Tenant complainted to property owner again regarding heat not functioning properly in rental unit
11/18/2020	613 MAIN ST E	Dumpster full, so tenants are using neighbors dumpster again
11/18/2020	312 11TH AVE E	11/18/20: Megan McBride received a call that a vehicle was parked on the grass in the boulevard.
11/18/2020	1005 3RD ST W	Neighbor stated that vehicles are parked on grass in yard
11/18/2020	213 10TH AVE W	Neighbor stated that vehicles are parked on grass in yard
11/18/2020	900 6TH AVE W	Neighbor stated that RV is parked on front lawn, too close to sidewalk
11/19/2020	703 7TH ST W	Neighbor called to complain about dog kennel in yard. Permit?
11/23/2020	605 MACARTHUR AVE	Mattress and box spring in yard
11/23/2020	306 2ND AVE E	Neighbor called about garbage in yard
11/30/2020	101 BEASER AVE	Tenant claims apartment is too hot or too cold, and refrigerator is not working properly.

Find yourself next to the water.

ASHLAND

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

Permit Report

11/01/2020 - 11/30/2020

Permit Date	Parcel Address	Owner Name	Description	Project Cost	Total Fees
11/30/2020	210 MAIN ST W	MDP PROPERTIES	Install new 7.5' x 4' wall signage on far west storefront facade.	1,000	$50.00
11/17/2020	819 10TH AVE W	DAVID MOONEY	Remodel principal structure including interior demolition of walls/ceilings for new electrical and plumbing, bathroom and kitchen renovations, installation of a new roof, windows and doors, and installation of an attached deck. Contractor: Gerald Haskins	25,000	$125.00
11/16/2020	222 18TH ST W	EDWARD J LASEE JR	Install new 24' x 24' accessory structure, wood siding, according to approved site plan.	3,000	$30.00
11/12/2020	715 3RD AVE E	RENAISSANCE PROPERTIES OF WISCONSIN, LLC	Complete roof tear off and replace with new shingles. Contractor: Rhino Roofing	15,000	$30.00
11/10/2020	117 16TH AVE E	ROBERT M. BOYLE	Tear off old shingles from house and garage. Replace with new architectural shingles. Contractor: Affordable Construction.	5,000	$30.00
11/7/2020	718 4TH ST E	WAYNE LARSON	Interior and exterior repairs including replacement of windows, damaged siding, drywall and flooring. Contractor: Property Owner	5,800	$29.00
11/7/2020	718 4TH ST E	WAYNE LARSON	Remove and replace roof on principal structure. Contractor: Property Owner	6,200	$30.00
11/6/2020	420 ELLIS AVE	BRICK MINISTRIES, INC	Install new 11.375kW, 35-panel solar array on the south side of principal structure per approved plans. Contractor: Jolma Electric, LLC	31,991	$159.96

11/6/2020	1205 MAIN ST W	MICHAEL & KATHERINE HANSON		0	
11/6/2020	1205 MAIN ST W	MICHAEL & KATHERINE HANSON	Install new steel roof on both principal and accessory structure. Contractor: Paul Ratliff	6,600	$30.00
11/4/2020	418 STUNTZ AVE	LARRY E. CICERO	Remove and replace siding from lower half of principal structure. Contractor: Leif Larson	2,500	$30.00
11/2/2020	324 INDUSTRIAL PARK DR	STATE OF WIS EDUCATIONAL COMMUNICATIONS BOARD	Installation of 400 amp 120-208 3 - phase Service. Contractor: Pieper Electric, Inc.	10,000	$75.00
11/2/2020	623 MAIN ST E	DAVID & JULIE PAGELS	Remove existing projecting sign, and install new wall sign (17.56 sq ft) on front facade. Contractor: Jones Sign	0	$50.00
					$668.96

Total Records: 13 **12/2/2020**

SUBJECT: **Approve a Contract with GRAEF for Professional Services for City of Ashland Waterfront Zoning and Unified Development Ordinance Updates *(Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
City Attorney

EXHIBITS:

1. Proposed Contract with GRAEF for Professional Services for UDO and Zoning Updates
2. Proposal for Waterfront Zoning and Unified Development Ordinance (UDO) Updates 2020

EXPENDITURES REQUIRED: $28,491

AMOUNT BUDGETED: $30,000

APPROPRIATION REQUIRED:

$14,245.50	Budgeted in Fund 245
$14,245.50	Wisconsin Coastal Management Grant Funding
$28,491.00	

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on December 1, 2020, that GRAEF is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed contract with GRAEF for professional services to update the City's UDO and waterfront zoning is in compliance with the Comprehensive Plan, and also directly furthers goals identified in the City's Waterfront Development Plan. The Comp Plan directs the City to "protect and connect the Lake," with particular focus on waterfront access and adaptive reuse that preserves water quality. The scope of work proposed by GRAEF in response to the City's Request for Proposals will further the intent of these Comp Plan goals, and ensure that future private development will also further these goals and promote stormwater management best practices.

SUMMARY STATEMENT:

The City received one (1) proposal in response to its RFP for professional services to update the City's Unified Development Ordinance (UDO) and waterfront zoning regulations. These updates have been 50% funded though Wisconsin Coastal Management. The central goals of these updates, as reflected in the proposal received by GRAEF, will include:

1) Engaging the public to get honest feedback on their vision and priorities for private waterfront development;

2) Allowing and incentivizing green infrastructure, preservation of existing trees, reduction/minimization of impervious surface coverage, and other storm water management best practices; and
3) Implementing zoning updates recommended in the Waterfront Development Plan for targeted areas, including the ore dock upland area.

If the contract is awarded, the public participation efforts will begin in early January, 2021, and the updates should be completed and ready for presentation to Council for approval by July, 2021 at the latest.

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

November 20, 2020

Megan McBride
Director of Planning & Development
City of Ashland
601 Main Street West
Community Center
Ashland, WI 54806

SUBJECT: City of Ashland Waterfront Zoning and Unified Development Ordinance (UDO) Updates

Dear Megan:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and the City of Ashland (Client).

This proposal is for the City of Ashland Waterfront Zoning and UDO Updates (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide community engagement, updates to the waterfront zoning districts, and best practices for stormwater management.

For this Project, GRAEF proposes to provide the Basic Services as described in Attachment A. The scope of work does not include approval and/or adoption with the City Council. It is understood that the City staff will take this up if desired or necessary. The GRAEF team's work is to be considered complete whether or not the project work is brought to the City Council for approval or adoption.

GRAEF will endeavor to perform the Basic Services by July 30, 2021.

GRAEF can provide Additional Services as requested by the Client Project Manager.

It is our understanding that you will provide the following services, items and/or information:

- The current zoning map and parcel lines for the City of Ashland in GIS and PDF format and the most recently adopted Unified Development Ordinance text in Word and PDF format within one week of the beginning of the project.
- Additional files, data, maps, or planning documents that are relevant to the Project.
- Updated information if any parcel in the City of Ashland is rezoned during the Project.
- Convening space, outreach, invitations, and logistics for any meetings or public engagement opportunities associated with this Project.
- Post-it notes and markers for the in-person engagement activity located in the City of Ashland (see Attachment A)
- Timely feedback, comments, and any necessary decision or direction throughout the Project.
- Public Notices for public meetings as needed.

- Legal review of the proposed revised and new sections of the UDO, as well as final coding and incorporation of additions and revisions.
- Project adoption/approval process as needed.

You agree to compensate GRAEF a lump sum of $28,491 for all basic services noted in Attachment A, plus Direct Expenses.

Direct Expenses shall be billed at cost and are in addition to the fee noted above. Direct Expenses may include a year-long subscription to the Social Pinpoint platform, printing, mailing, lodging, and meals and incidental expenses. Personal vehicle mileage will be billed at the federal mileage rate in effect when the mileage is incurred.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed. The basic services do not include in-person meetings in Ashland. We estimate that one person attending a meeting would be approximately 15 hours with an overnight stay. City to compensate GRAEF a lump sum fee of $1,950 per meeting per person, plus Direct Expenses.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this critical project for Ashland. Please call us at 414-266-9221 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Danya Littlefield
Project Manager

Patrick Skalecki, PE, LEED AP
Principal and Green Bay Office Leader

Accepted by:
City of Ashland

(Signature)

(Name Printed)

(Title)

(Date)

ATTACHMENT A

The following Basic Services have been adapted from the Project Understanding included as part of GRAEF's proposal dated November 4, 2020 and amended in mutual agreement with the Client.

Phase One: Develop Innovative Best Practices and Identify Project Goals
The GRAEF team has a deep knowledge of Ashland's waterfront and community goals from our recent work developing the 2019 Waterfront Development Plan and Comprehensive Outdoor Recreation Plan, which will allow us to hit the ground running as we work towards the Waterfront and City Center UDO updates. Keeping Ashland's unique community context at the forefront, we will move quickly to a workshop-style meeting with staff to discuss the needed functional improvements to the UDO as well as development of innovative best practices. Our familiarity with Ashland's waterfront, the impacted stakeholders, and the UDO itself will allow us to start the project a step ahead and not lose any time during the busy last weeks of 2020.

During this phase, the GRAEF team will complete the following actions:

- Synthesize and all community goals related to Ashland's waterfront and stormwater management and begin to identify relevant code to be revised or entirely re-written. This will include an initial annotated version of the current relevant zoning, including issues and sections for potential improvement and change, line by line. We will be focusing on the Waterfront zoning district sections of the code.
- Host a virtual workshop with City staff to ask questions about the UDO and discuss the functionality and limitations of the current UDO requirements for waterfront development and City Center districts as they relate to impervious surface and stormwater requirements.
- Research zoning districts in peer cities' waterfront and innovative stormwater requirements for downtowns and compile a list of best practices.
- Develop a presentation about established community planning goals, current zoning, best practices, opportunities, and visual preference survey for staff, Commissions, Committees, and Public to be used in Phase Two.

Meetings: One virtual workshop with City Staff, up to one virtual internal coordination meeting with City staff
Deliverables: None

Phase Two: Interactive Virtual Engagement with the Ashland Community
From working with the City of Ashland staff and community on the 2019 Waterfront Development Plan and Comprehensive Outdoor Recreation Plan updates, we know how much the community of Ashland values creative community engagement and a transparent public process. We also believe that an open process will allow those residents, property owners, and business owners affected by potential zoning changes to voice their hopes and concerns for the future of the waterfront and the downtown, leading to a more successful UDO update and resulting development.

To achieve an open, transparent, fun, safe, and engaging process during the COVID-19 pandemic, the GRAEF team suggests the following steps. Each one of them is designed to allow residents, staff, and Commission and Committee members to engage from their homes as much as possible.

- The GRAEF team will create an interactive web-based map showing the existing waterfront zoning districts and potential areas of change that will allow members of the public to give feedback from home about challenges and opportunities. The interactive map's up-voting feature will also allow the planning team to assess the community's priorities for future waterfront development. The GRAEF team will incorporate education about City downtown and waterfront goals and recent planning processes into the web-based map. The map will be created using the Social Pinpoint platform.
- The GRAEF team will participate in a joint meeting with the City Plan Commission and the Sustainability Committee to engage with these leaders about their vision and desires for waterfront UDO changes in a workshop format. Interactive polling and working discussion would be used to draw out opinions and guidance from commission and committee members.
- The GRAEF team will host a virtual public meeting for the Ashland community using a platform such as Zoom or GoToMeeting. During the public meeting, the GRAEF team will:
    - Show a presentation about planning goals, current zoning, best practices
    - Conduct real-time polling using Mentimeter or Zoom about challenges and opportunities, as well as a visual preference survey about uses and development types in the waterfront neighborhoods
    - Explain how to give feedback after the meeting using the interactive web-based map
- The GRAEF team will provide a pdf poster version of the interactive map activity to City of Ashland staff so that those community members who were not able to join a virtual meeting or access an online engagement tool can provide input using post-it notes and markers (to be provided by the Client). The community would be invited to visit the poster at a safe central public location over the course of a few weeks, after which time City of Ashland staff would scan or photograph the poster so that the GRAEF team can read the comments provided.

To reach Ashland waterfront residents and business owners specifically, targeted outreach will be needed from the City of Ashland. The GRAEF team recommends that the City of Ashland uses direct mail to residents and property owners along the waterfront, outreach to any neighborhood organizations present in the waterfront area, and potentially phone calls to local residents or neighborhood leaders to help spread the word about the virtual engagement process.

Finally, the GRAEF team will provide a technical memo outlining the following:

- Community goals and a summary of the results of community engagement
- Best practices for waterfront districts and zoning that will inform recommended code and zoning changes

- Stormwater management and green infrastructure best practices that will inform recommended landscape standards
- A list of best practices and recommendations targeted specifically to the City Center zoning district to improve stormwater management and reduce impervious surface coverage, along with image examples of recommendations in a “handout” format

Meetings: Up to one joint virtual workshop meeting with the Sustainability Committee and Plan Commission, up to one virtual public meeting, up to one virtual internal coordination meeting with City staff
Deliverables: Web-based interactive map on the Social Pinpoint, PDF poster version of the interactive map, and one technical memo

Phase Three: Draft Strategic & Informed Changes to Ashland’s Waterfront Zoning
Using the community goals, best practices, and the detailed information collected through the community engagement, the GRAEF team will work to revisit Ashland’s waterfront UDO districts and evaluate them to determine what changes will be needed to best accomplish the community’s goals. Our team of planners, engineers, and landscape architects will also carefully evaluate and create recommended changes for Ashland’s Waterfront and City Center UDO zones, ensuring that sustainable stormwater management practices are facilitated in the UDO and encouraged throughout the City to increase water quality and resiliency during rain events. The recommended changes to Ashland’s waterfront zoning districts will ensure that the goals of this update process are met, including evaluating future development opportunities alongside community goals and rezoning the Oredock Upland area to accommodate new development that enhances the surrounding neighborhood. Our team is highly skilled in drafting innovative and up-to-date code language, and as practitioners we always keep usability of the code document and standards at the forefront, using form-based elements when appropriate to ensure that the community’s intentions are imbedded in the regulations.

The GRAEF team will complete the following deliverables and actions to create draft recommended changes to the UDO:

- A copy of the relevant draft Waterfront Districts UDO section recommendations in MS Word “track changes,” and associated UDO update recommendations, for staff, Commission, Committee, and public (in a joint Plan Commission/Sustainability Committee meeting) review. Revised sections will include:
  - Section 4.25 W-SFR Waterfront Single- Family Residential District
  - Section 4.26 W-MRC Waterfront Mixed Residential/Commercial District
  - Section 4.27 W-CRM Waterfront Conference/Residential Mix District
  - Section 4.28 W-C Waterfront Commercial District
  - Section 4.29 W-CC Waterfront City Center District
  - Section 4.30 W-I Waterfront Industrial District
  - Section 4.31 W-PI Waterfront Public/Institutional
  - Section 4.46 W-O Waterfront Overlay District
- Provide draft text for a new zoning district should it be needed.
- A copy of the draft zoning map for staff, Commission, and Committee review

- A facilitated review, discussion, and working session at a joint Plan Commission and Sustainability Committee to determine revisions

After revisions are determined, the GRAEF team will complete the following:

- A revised final copy of relevant draft Waterfront Districts UDO sections in MS Word using track changes
- A revised final copy of relevant draft Waterfront Districts UDO sections with proposed changes incorporated and associated UDO update recommendations, in MS Word
- A revised final copy of the new zoning map in GIS for use and future editing by City GIS staff, in addition to an electronic Adobe PDF
- Assist the City staff with PowerPoint slide deck (up to 20 slides) highlighting proposed changes suitable for use in meetings for the adoption process.

Meetings: Up to one joint virtual workshop meeting with the Sustainability Committee and Plan Commission, up to one virtual internal coordination meeting with City staff
Deliverables: Draft and final copies of relevant Waterfront Districts UDO sections with recommended edits, Draft and final text for new zoning district if needed, Draft and final zoning map in GIS format

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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on November 20, 2020 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Ashland (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: **Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars ($100,000.00).**

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

GRĀEF

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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

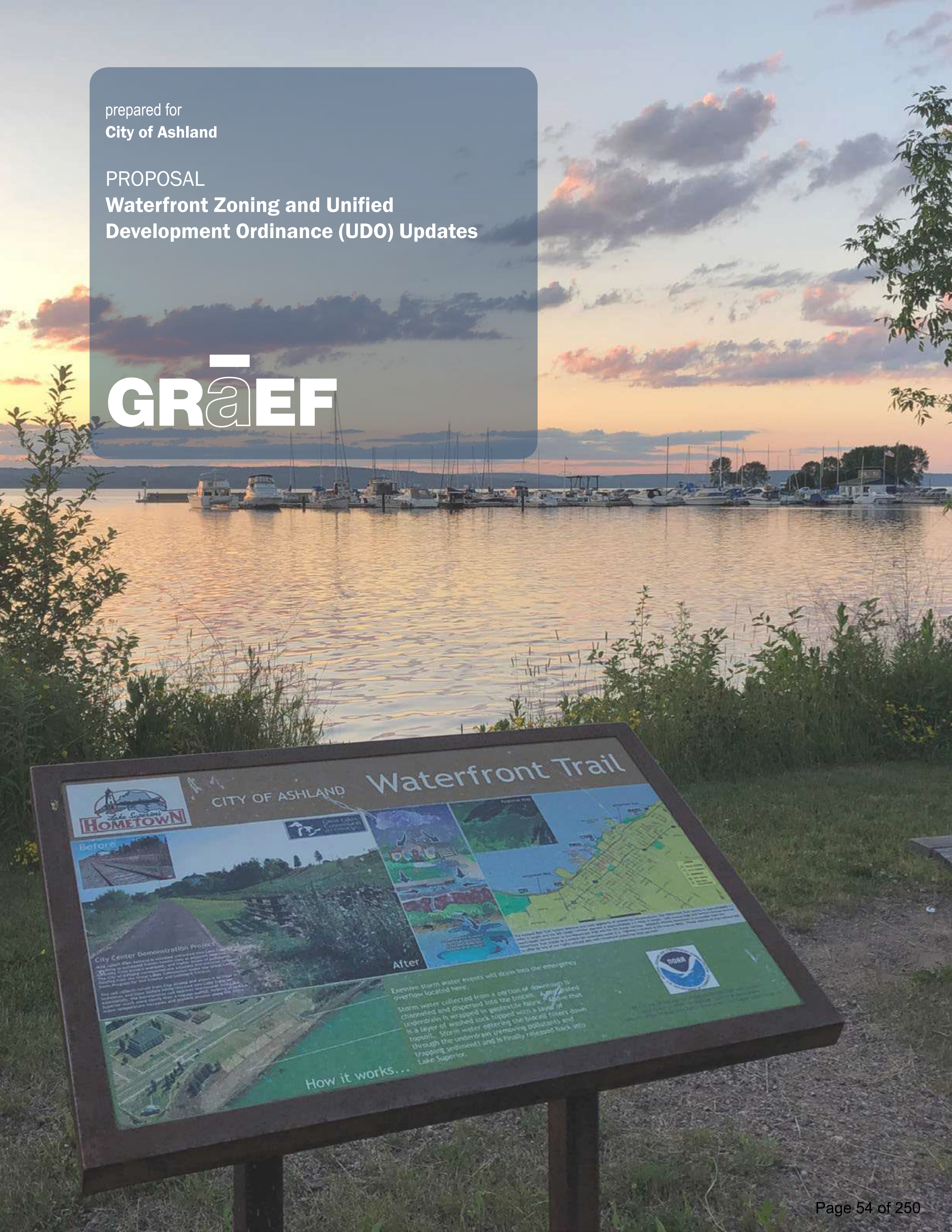
Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

prepared for
City of Ashland

PROPOSAL
Waterfront Zoning and Unified Development Ordinance (UDO) Updates

GRAEF



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GRAEF

collaborate / formulate / innovate

November 4, 2020

Megan McBride
City of Ashland
601 Main Street West
Ashland, WI 54806

SUBJECT: Proposal for Waterfront Zoning and Unified Development Ordinance (UDO) Updates, RFP #20-04

Dear Megan,

The GRAEF team is pleased to present our proposal for the City of Ashland's Waterfront Zoning and Unified Development Ordinance Updates. Our team knows Ashland, and we are intimately familiar with the incredible opportunities presented by the City's waterfront. From our recent work with you on the award-winning 2019 Waterfront Development Plan and the Comprehensive Outdoor Recreation Plan, we also know that the citizens of Ashland are committed to environmental sustainability and resilience, especially through green infrastructure and innovative stormwater management practices within the City Center and along the waterfront itself.

We are thrilled to have the opportunity to partner with you once again, this time digging into the details of how Ashland's community goals can be clearly and effectively embedded into the zoning ordinances. Our team is well prepared to hit the ground running to help Ashland achieve its goals.

We know Ashland

The Waterfront Development Plan and the Comprehensive Outdoor Recreation Plan gave our team the opportunity to get to know Ashland, and we will use this knowledge to hit the ground running on this project. We are excited to help Ashland's community goals become a reality through revisions to the UDO and zoning that will guide Ashland's waterfront and City Center into a bright and resilient future.

We have a plan for engaging the community…virtually

The GRAEF team believes that it is vitally important that the community have a voice in the planning process, and we know that Ashland agrees. That is why we have a plan for fun and effective virtual community engagement throughout this zoning update project, including an interactive web-based map where community members can leave comments and workshops with the Plan Commission, Sustainability Committee, and City staff.

We are experts in writing innovative and effective zoning code

Our team works with many communities around the state, and we are well-versed in writing, revising, and using zoning code as we guide communities through district and area plans as well as development reviews. We bring this collective experience, along with our best research and editing skills, to this project, ensuring that Ashland's new UDO will be both cutting-edge and sensitive to community context and precedent.

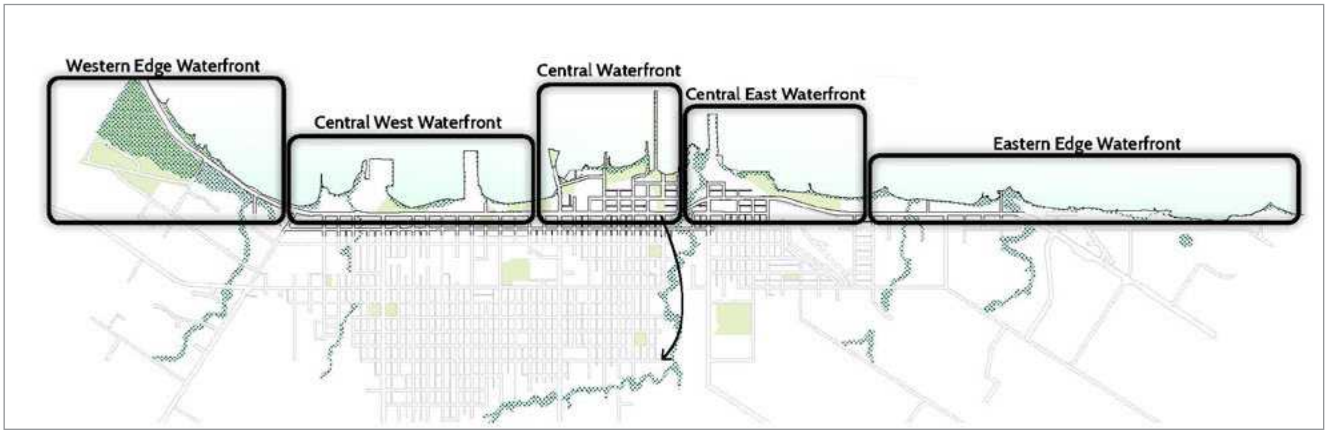
Thank you for considering our proposal – we are excited to discuss the next steps of this important project with you at your earliest convenience.

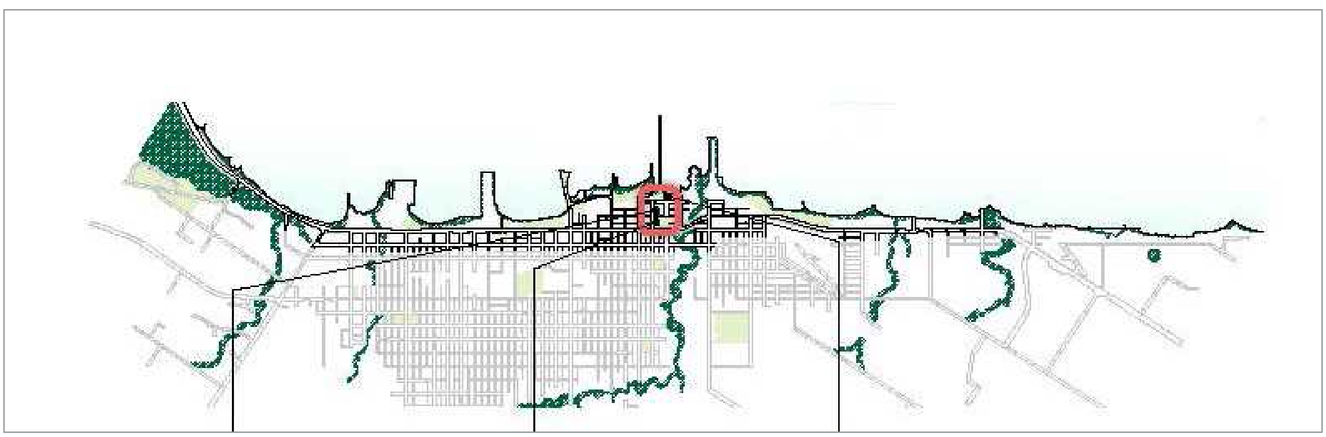
Sincerely,

Patrick Skalecki, PE, LEED AP
Principal-in-Charge

Danya Littlefield
Project Manager

TABLE OF CONTENTS





1 PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

Phase One: Develop Innovative Best Practices and Identify Project Goals

The GRAEF team has a deep knowledge of Ashland's waterfront and community goals from our recent work developing the 2019 Waterfront Development Plan and Comprehensive Outdoor Recreation Plan, which will allow us to hit the ground running as we work towards the Waterfront and City Center UDO updates. Keeping Ashland's unique community context at the forefront, we will move quickly to a workshop-style meeting with staff to discuss the needed functional improvements to the UDO as well as development of innovative best practices. Our familiarity with Ashland's waterfront, the impacted stakeholders, and the UDO itself will allow us to start the project a step ahead and not lose any time during the busy last weeks of 2020.

During this phase, the GRAEF team will complete the following actions:

- Synthesize and all community goals related to Ashland's waterfront and stormwater management and begin to identify relevant code to be revised or entirely re-written. This will include an initial annotated version of the current relevant zoning, including issues and sections for potential improvement and change, line by line. We will be focusing on the Waterfront zoning district sections of the code.
- Host a virtual workshop with City staff to ask questions about the UDO and discuss the functionality and limitations of the current UDO requirements for waterfront development and City Center districts as they relate to impervious surface and stormwater requirements.
- Research zoning districts in peer cities' waterfront and innovative stormwater requirements for downtowns and compile a list of best practices.
- Develop a presentation about established community planning goals, current zoning, best practices, opportunities, and visual preference survey for staff, Commissions, Committees, and Public to be used in Phase Two.

Needs from the City of Ashland:

- The current zoning map and parcel lines for the City in GIS and PDF format as of the start of the project and the most recently adopted Unified Development Ordinance text in Word and PDF format. The City of Ashland will also update the GRAEF team if anything is changed or rezoned during the project work.

This phase accomplishes the following Tasks:

- Task #1 – Review and compile best practices for waterfront development standards and zoning
- Task #5 – Review and compile best practices for City Center development standards and zoning to improve stormwater management and reduce impervious surface coverage (Please note: although this task is listed as alternate, GRAEF has included it in our base fee).

Please note: The Report of best practices and community planning goals will be delivered at the end of Phase Two of the project (as indicated) so that the engagement outlined in Phase Two can also inform this deliverable.

Phase Two: Interactive Virtual Engagement with the Ashland Community

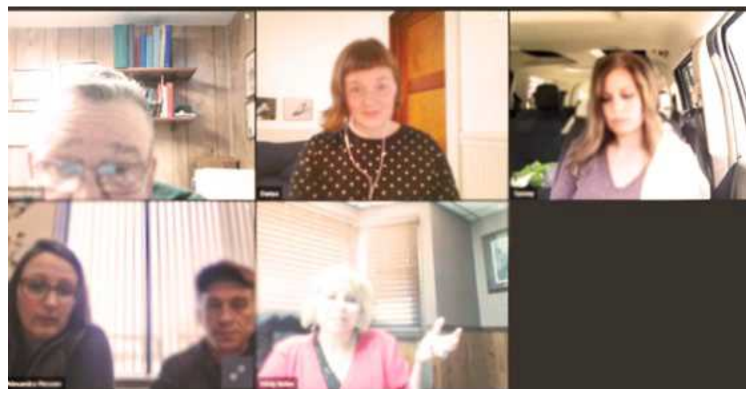
From working with the City of Ashland staff and community on the 2019 Waterfront Development Plan and Comprehensive Outdoor Recreation Plan updates, we know how much the community of Ashland values creative community engagement and a transparent public process. We also believe that an open process will allow those residents, property owners, and business owners affected by potential zoning changes to voice their hopes and concerns for the future of the waterfront and the downtown, leading to a more successful UDO update and resulting development.

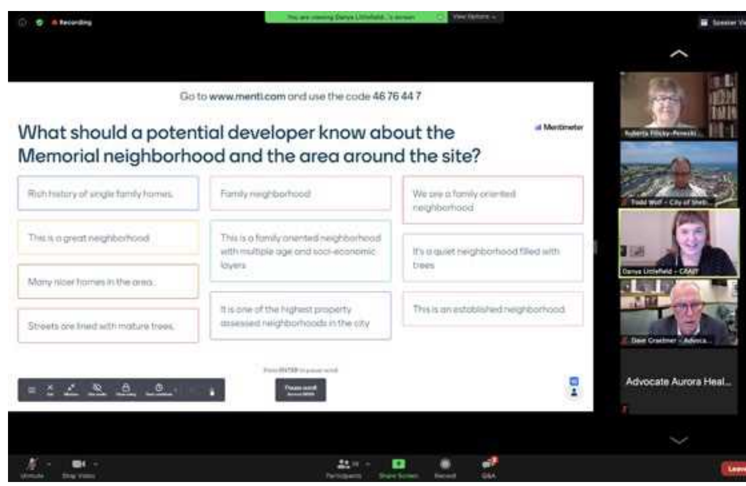
To achieve an open, transparent, fun, safe, and engaging process during the COVID-19 pandemic, the GRAEF team suggests the following steps. Each one of them is designed to allow residents, staff, and Commission and Committee members to engage from their homes as much as possible.

- The GRAEF team will create an interactive web-based map showing the existing waterfront zoning districts and potential areas of change that will allow members of the public to give feedback from home about challenges and opportunities. The interactive map's up-voting feature will also allow the planning team to assess the community's priorities for future waterfront development. The GRAEF team will incorporate education about City downtown and waterfront goals and recent planning processes into the web-based map. The map will be created using the Social Pinpoint platform.

- The GRAEF team will participate in a joint meeting with the City Plan Commission and the Sustainability Committee to engage with these leaders about their vision and desires for waterfront UDO changes in a workshop format. Interactive polling and working discussion would be used to draw out opinions and guidance from commission and committee members.
- The GRAEF team will host a virtual public meeting for the Ashland community using a platform such as Zoom or GoToMeeting. During the public meeting, the GRAEF team will:
  - Show a presentation about planning goals, current zoning, best practices
  - Conduct real-time polling using Mentimeter or Zoom about challenges and opportunities, as well as a visual preference survey about uses and development types in the waterfront neighborhoods
  - Explain how to give feedback after the meeting using the interactive web-based map

- The GRAEF team will provide a printed poster version of the interactive map activity to City of Ashland staff so that those community members who were not able to join a virtual meeting or access an online engagement tool can provide input using post-it notes and markers. The community would be invited to visit the poster at a safe central public location over the course of a few weeks, after which time City of Ashland staff would scan or photograph the poster so that the GRAEF team can read the comments provided.





GRAEF has worked with a number of communities to incorporate Social Pinpoint interactive engagement websites into their planning process (see the Virtual Engagement page). One example of a similar project that shows a zone-based approach to both education and interactive feedback is the City of Swan's Guildford Local Area Plan; though it was not built by GRAEF, it is a great example of the platform's capacities as they relate to Ashland UDO update: **https://tinyurl.com/CityofSwan**

Image credit: City of Swan Midland Western Australia

To reach Ashland waterfront residents and business owners specifically, targeted outreach will be needed from the City of Ashland. The GRAEF team recommends that the City of Ashland uses direct mail to residents and property owners along the waterfront, outreach to any neighborhood organizations present in the waterfront area, and potentially phone calls to local residents or neighborhood leaders to help spread the word about the virtual engagement process.

- Finally, the GRAEF team will provide a technical memo outlining the following:
  - Community goals and a summary of the results of community engagement
  - Best practices for waterfront districts and zoning that will inform recommended code and zoning changes
  - Stormwater management and green infrastructure best practices that will inform recommended landscape standards
  - A list of best practices and recommendations targeted specifically to the City Center zoning district to improve stormwater management and reduce impervious surface coverage

This phase accomplishes the following Task and Deliverables:

Task #2: Gather public participation and input from City Plan Commission and Sustainability Committee

Deliverable: Digital and paper copies of all public participation materials not developed by the City
Deliverable: Report of best practices and community planning goals (identified in Comprehensive Plan, Waterfront Development Plan, etc.) which informed recommended code and zoning changes

Phase Three: Draft Strategic & Informed Changes to Ashland's Waterfront Zoning

Using the community goals, best practices, and the detailed information collected through the community engagement, the GRAEF team will work to revisit Ashland's waterfront UDO districts and evaluate them to determine what changes will be needed to best accomplish the community's goals. Our team of planners, engineers, and landscape architects will also carefully evaluate and create recommended changes for Ashland's Waterfront and City Center UDO zones, ensuring that sustainable stormwater management practices are facilitated in the UDO and encouraged throughout the City to increase water quality and resiliency during rain events. The recommended changes to Ashland's waterfront zoning districts will ensure that the goals of this update process are met, including evaluating future development opportunities alongside community goals and rezoning the Oredock Upland area to accommodate new development that enhances the surrounding neighborhood. Our team is highly skilled in drafting innovative and up-to-date code language, and as practitioners we always keep usability of the code document and standards at the forefront, using form-based elements when appropriate to ensure that the community's intentions are imbedded in the regulations.

The GRAEF team will complete the following deliverables and actions to create draft recommended changes to the UDO:

- A copy of the relevant draft Waterfront Districts and City Center District UDO section recommendations in MS Word "track changes," and associated UDO update recommendations, for staff, Commission, Committee, and public (in a joint Plan Commission/ Sustainability Committee meeting) review:
  - Revising for conformity to the Comp Plan and Waterfront Plan, in addition to the public input and best practices developed as a part of this planning process:
    - Section 4.25 W-SFR Waterfront Single-Family Residential District
    - Section 4.26 W-MRC Waterfront Mixed Residential/Commercial District
    - Section 4.27 W-CRM Waterfront Conference/ Residential Mix District
    - Section 4.28 W-C Waterfront Commercial District
    - Section 4.29 W-CC Waterfront City Center District
    - Section 4.30 W-I Waterfront Industrial District
    - Section 4.31 W-PI Waterfront Public/ Institutional District
    - Section 4.46 W-O Waterfront Overlay District
  - Revising the following for landscape guidelines related to stormwater management, based on community goals, public input, and the best practices developed as a part of this planning process:
    - Section 6.4 Landscaping Buffers and Screening
    - Section 4.17 CC City Center District
- Provide draft text for a new zoning district should it be needed.
- A copy of the draft zoning map for staff, Commission, and Committee review
- A facilitated review, discussion, and working session at a joint Plan Commission and Sustainability Committee to determine revisions

After revisions are determined, the GRAEF team will complete the following:

- A revised final copy of relevant draft Waterfront Districts and City Center District UDO sections in MS Word using track changes
- A revised final copy of relevant draft Waterfront Districts and City Center District UDO sections with proposed changes incorporated and associated UDO update recommendations, in MS Word
- A revised final copy of the new zoning map in GIS for use and future editing by City GIS staff, in addition to an electronic Adobe PDF
- Final preparations for meeting to assist the City staff in recommended adoption by Plan Commission and the Sustainability Committee, and adoption by City Council

PROJECT UNDERSTANDING
CONTINUED

Notes & Assumptions:

- The adopted revised and new sections of the UDO will be officially codified and physically incorporated into the existing UDO by the City of Ashland or a third party.
- Legal review of the revised and new sections of the UDO will be completed by the City of Ashland or a third party.
- Direct mail needs for the project would be handled in cooperation with the City. GRAEF would prepare the item ready for printing and the City would handle printing and mailing.

This phase accomplishes the following Tasks and Deliverables:

Task #3: Develop draft Unified Development Ordinance updates and zoning revisions for review by city committees
Task #4: Present final recommended ordinance revisions, zoning changes and updated zoning map in digital format for adoption by City Council and public distribution

Deliverable: Development of recommendations for Unified Development Ordinance (UDO) revisions
Deliverable: Electronic submission, both editable (i.e., MS Word) and print-ready formats of final zoning changes and associated UDO update recommendations
Deliverable: Zoning map in electronic format suitable for editing in the City's GIS system and also for publication on the City's website
Deliverable: Copies of all other data and information that was collected through the process in digital copy.

SCHEDULE

	Nov.		December				January				February				March					April			
	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26
Phase 1: Develop Innovative Best Practices and Identify Project Goals																							
Review existing UDO and plans, compile community goals, and identify code to be revised																							
Virtual workshop with City staff																							
Research best practices for waterfront districts and innovative stormwater management requirements and incentives																							
Develop a presentation about community goals, best practices, and initial project objectives																							
Phase Two: Interactive Virtual Engagement with the Ashland Community																							
Create an interactive, web-based map to allow for virtual public engagement and feedback																							
Joint meeting with City Plan Commission and the Sustainability Committee																							
Interactive web-based map is “live” and available for public feedback																							
Virtual public meeting with the Ashland community																							
Phase Three: Draft Strategic & Informed Changes to Ashland’s Waterfront Zoning																							
GRAEF team will revise the UDO and the zoning map according to community feedback and best practices																							
Facilitated review and working session at a joint Plan Commission and Sustainability Committee meeting to determine final revisions																							
GRAEF team will finalize revisions to the UDO and zoning map and provide final copies of text and map																							
Final preparations for recommended adoption by Plan Commission and Sustainability Committee																							
Presentation to the City Council																							

GRAEF

2

FIRM BACKGROUND & PROJECT TEAM

our core purpose

To improve the physical environment for the benefit of society in a sustainable manner.

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Milwaukee, WI -- Headquarters
Milwaukee, WI – Global Water Center

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Planning + Urban Design
Landscape Architecture
Structural Engineering
Site/Civil Engineering
Traffic/Transportation Engineering
Environmental Engineering
Surveying + Field Services
Sustainable Design
Mechanical Engineering
Electrical Engineering
Plumbing/Fire Protection Engineering
Commissioning

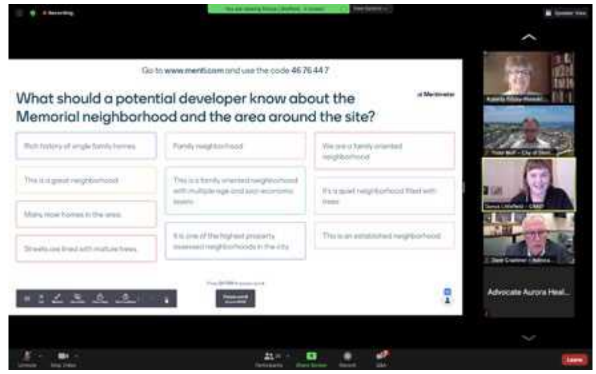
GRAEF is a multi-discipline, planning, design, and engineering firm dedicated to serving public and private clients throughout the United States. For over 59 years, our ability to excel has been driven by integrity, quality, and our commitment to customer service. GRAEF began as an individual partnership structural engineering firm in 1961. Today, with more than 250 employees in nine offices in the Midwest and Florida, GRAEF offers our clients a full range of consulting services.

GRAEF is ranked in Engineering News-Record (ENR) Top 500 Largest Design Firms and is ranked 27th in Building Design + Construction's (BD+C) list of the nation's Top Engineering-Architecture firms.

VIRTUAL COMMUNITY ENGAGEMENT

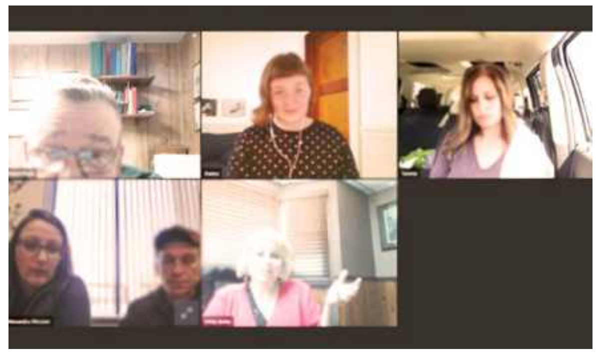
Virtual community engagement techniques allow community members to learn about a planning or design process from the comfort of their own homes, allowing for a safe and convenient public participation. Even before the COVID-19 pandemic, GRAEF was beginning to include virtual engagement components in many of our projects. Throughout 2020, these innovative engagement strategies have taken on a new level of importance.

GRAEF's recent experience with virtual community engagement has proved that high-quality meetings, focus groups, and interactive activities are not only possible but often can yield higher participation rates and greater opportunities for thoughtful conversation and interaction between community members.



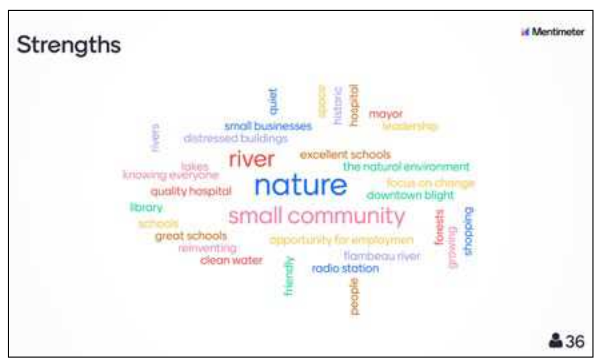
Virtual Public Meetings

GRAEF planners have experience with large public meetings and town halls, using a combination of presentations, Q&A, and interactive activities to facilitate participation by many. Expert facilitation helps meetings stay on track and fosters a sense of inclusion.



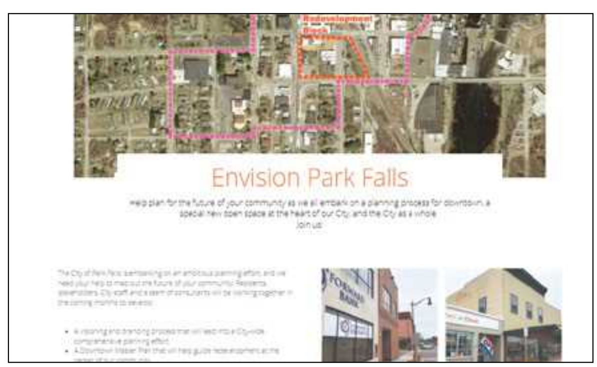
Virtual Focus Groups

GRAEF has helped small to medium-sized groups of stakeholders or committee members gather virtually, using a combination of interactive activities and open discussion to dig into the details of projects and plans.



Interactive Polling Activities

GRAEF planners use interactive polling software to allow large groups of people to give real-time feedback and ideas about plans using only their smart-phones and see the results instantly. These fun and flexible activities work just as well virtually as they do in person.



Project Websites & Interactive Maps

Using a virtual engagement platform called Social Pinpoint, GRAEF creates landing pages, surveys, and interactive maps to help communities give feedback on planning processes from home, on their own timeline.

SUSTAINABLE COMMUNITIES

Multi-Disciplinary Approach
GRAEF has LEED Accredited professionals on staff across disciplines including site/civil engineering, stormwater management, planning, landscape architecture, structural engineering, industrial architecture, and mechanical, electrical and plumbing engineering. GRAEF's work in the area of sustainability includes: energy management and renewable energy; sustainability regulations and infrastructure; and audits of existing facilities (infrastructure and buildings) detailed concepts for environmental improvements.

Sustainability and Costs
GRAEF emphasizes the most sensible sustainable design services and practices including those outlined in the U.S. Green Building Council's LEED® Green Building Rating System. In addition to conserving natural resources and reducing solid wastes, there are economic and community benefits to building "green". These include reducing operating costs, enhancing asset value, improving air quality and enhancing community health, aesthetics and vitality.

ECONOMIC DEVELOPMENT

We know how to read your market. We go beyond statistics in performing market analyses to develop detailed land use recommendations. From analysis of supply, demand, access, visibility, and functional capacity, we help uncover the most economically viable uses for sites.

For many communities, increasing tax revenue is the bottom line. We routinely plan and develop projects that add millions of dollars to local tax bases, attract new businesses and homeowners to communities, and revitalize struggling downtowns and main streets. We promote development of industries and businesses contributing to the economic base of a community–new jobs within this base have a multiplier effect improving retail goods and services in the larger community.

Our projects increase a community's tax base and carry many far-reaching social and environmental benefits such as the creation of new and exciting public places, the generation of community support and ownership, and the preservation, protection, and appreciation of the natural environment.

GRANT WRITING

Our planners offer considerable expertise in identifying and shaping funding opportunities, especially in relation to new development and redevelopment.

We also provide cost-revenue, cost-benefit, and cost-effectiveness analyses for a wide variety of municipal services, programs, and regulations.

Reviewers of grants and funding proposals often base much of their opinion on their perception of the community. Consequently, preparation of effective communication tools – especially illustrations, diagrams, maps, and photographs – becomes a critical component of any proposal. We have expertise in marketing, illustrating, and networking that can provide invaluable assistance to any municipality endeavoring to maximize its ability to prepare successful, highly competitive proposals.

Our designers, engineers, scientists, and planners can provide a high level of technical knowledge in a quick, cost-efficient manner. Our proposals reflect a high level of competence while instilling confidence in the capabilities of a municipality.

CORP

GRAEF landscape architects, planners, designers, and engineers have worked on a plethora of park plans, ranging from small rural areas to large urban active recreational areas. Successful comprehensive outdoor and recreational plans depend on customized goals, evaluation, findings, and recommendations for the unique aspects of each community.

GRAEF analyzes existing conditions in relation to national, regional, and local standards, best practices, and community concerns. This evaluation includes an analysis of the complex physical conditions of the natural environment and physical facilities that comprise a local system of outdoor recreation and park activities. Buildings are evaluated in terms of structural and mechanical systems, enclosure, energy consumption, and use.

PARKS & REC

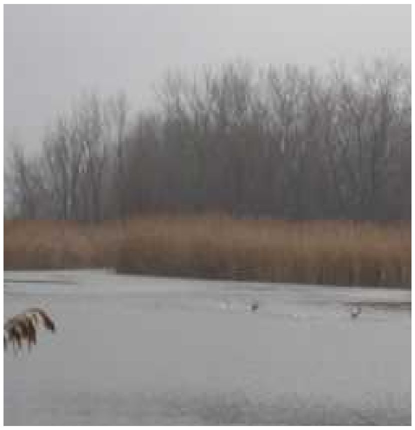
Capital and operating expenses for parks and public places have always been a primary issue. Many parks go through cycles of improvement and decline. A successful park or public place is able to establish a strong underlying concept that can be sustained at a base level during times of limited resources, while also achieve higher levels of quality and value during times when funds and other resources become available.

In this regard, the key variable is the careful consideration of materials and design concepts with respect to ongoing maintenance costs, sustainable strategies, and targeted user preferences. Parks and open space derive their value from public use. Oftentimes these uses are categorized simply into "active" versus "passive" uses. In practice, there is a much wider range of uses that rely on social, economic, or cultural lenses.

REDEVELOPMENT

A livable community provides diverse paths for cultural, financial, and ecological fulfillment. A livable community balances conservation of the old with development of the new. A livable community adapts to the ever-changing economic, social, and environmental winds. GRAEF designs livable communities that expand opportunity and well-being while responding to the great variety of life's needs.

Purposeful connections create integrated networks of live, work, and play opportunities. Purposeful connections create meaningful places for people to interact, as opposed to vacant plazas and symbolic green spaces. Streetscape and landscape design must respect the context, function effectively, and generate positive activity. GRAEF designs circulation systems that fulfill needed links, foster socialization, and nurture communities.



ECOLOGICAL RESTORATION & MANAGEMENT

Our scientists have a firm understanding of the natural environment and the interactions of living organisms within the environment. GRAEF's certified staff of professional scientists and engineers have backgrounds in biology, ecology, forestry, hydrology, hydrogeology, environmental engineering, environmental regulations, and landscaping. Assessments and surveys include among others plant community assessments and mapping, wetland delineations, forestry surveys, and wildlife surveys. Natural resource management planning and restoration services are based on scientific principles. Through GIS analysis, ecological and biological assessments, research, planning and engineering; a project can be a success.

WETLAND DELINEATION

GRAEF can identify and delineate wetlands and assess their functions and values. Our qualified staff is available if a landowner wishes to develop or restore his/her property where wetlands may be present. We can assist you in defining where wetlands exist, what plant and animal species inhabit the area, and how best to plan your project while improving the functions and values of wetlands.

EROSION & SEDIMENT CONTROL

A full range of erosion and sediment control services are offered by our certified professionals. Our staff prepares and reviews Storm Water Pollution Prevention Plans, performs field inspections as required by local, state and federal regulations, prepares authorization and compliance documentation, and provides special consultation for projects with challenging erosion and sediment control issues.

PATRICK SKALECKI
PE, CDT, LEED AP
Principal-in-Charge

BEN BLOCK
Planner
Code Writing

DANYA LITTLEFIELD
Project Manager
Planner

RYAN VAN CAMP
PE
Stormwater Management &
Civil Engineering

KRISTAN GRYGIEL SANCHEZ
AICP
Planner

ANUJA PATIL
Green Infrastruture &
Environemntal Engineering

TANYA FONSECA
AICP
Planner

Patrick J. Skalecki *PE, CDT, LEED AP*

Principal-in-Charge

Professional Registration

Professional Engineer, IA, ID, IL, IN, MI, MN, WI

Construction Documents Technologist (CDT)

LEED Accredited Professional

Education

B.S., Civil Engineering, 1992, University of Wisconsin-Platteville, Platteville, WI

Over the past 25 years in the engineering industry, Pat has developed extensive knowledge along with technical and managerial skills in public infrastructure and site engineering. He has been involved in projects from idea to grand openings.

This depth of knowledge and experience helps clients evaluate project scope and budget early on in the process. He is skilled in public presentation and delivery needed to build consensus among stakeholders.

During design, he uses his abilities in hydraulic modeling, hydrologic studies, municipal utility design, stormwater management and system design, roadway design, complete site development, parking lot design and associated construction engineering to realize the vision of the clients into a successful project.

Herb & Dolly Smith Park, City of Neenah, WI - Project Manager: Critical member of the Master Planning team in 2008 and then was retained by the City of Neenah for full design, bidding and construction oversight of the project completed in 2013. Highlights of the park include a shelter with restrooms and open-air picnic space, walking paths with wildlife viewing areas, and a canoe and kayak launch. It includes a 60-foot long timber boardwalk ravine crossing as well as a 390-foot-long timber boardwalk across Little Lake Butte des Morts at the mouth of the Neenah Slough.

Little Lake Butte des Morts Park Properties - Master Plan, Neenah, WI: Three parcels in downtown Neenah were vacant only the lake. Two parcels are on historical fill areas and one parcel is on a former landfill that has been capped. Developed alternatives and ideas to capitalize on their potential use as public parks. A site reconnaissance was performed including cataloging the shoreline and bank conditions, observing vegetation, and identifying armoring or erosion issues. Recommendations provided on upgrades and enhancements such as pathways, boardwalks, piers, and grading including the requirements for implementation.

Loop the Lake Trail and Bridges, Neenah & Menasha, WI - Project Manager: Full design, bidding, and construction management of two separate boardwalk bridges. One bridge spans the Neenah channel - 768-feet long with twelve 64-foot spans. The other bridge spans the Menasha channel and - is 715 feet long with ten 63-foot spans and one 84-foot span. Both bridges were steel girder structures supported on steel pipe pile bents and concrete piers. Timber under-decking supported a 14-foot clear width composite deck boardwalk with aluminum and cable railings. Mid-span of both bridges includes and observation bumpout with covered canopy allowing pedestrians and bikers to enjoy view while not impeding the through traffic.

Kaukauna Hydro Park - Kaukauna Utilities/City of Kaukauna, Kaukauna, WI: As part of the Badger Hydro-electric Historic District in downtown Kaukauna, this park had to incorporate specific historic elements as outlined in the final Historic Resources Management Plan. For the initial phases of the project, GRAEF staff worked interactively with KU, City, and general public representatives to develop a schematic master plan for the park. This effort included several stake-holder workshops to obtain public input for the park. A portion of the power canal was filled and a new retaining wall constructed along with parts of the existing canal limestone wall left in place. Historic educational nodes were integrated within the site. A central green is available for a outdoor performance area and event space.

Danya Littlefield

Project Manager | Planner

Education

Master in City Planning,
Massachusetts Institute of Technology (MIT),
Cambridge, MA

B.A. Studio Art and English,
Kenyon College, Gambier, OH

Professional Affiliations:

American Planning Association (APA)
Wisconsin Chapter of the American Planning Association (APA-WI)

Danya's experience is focused in community-driven physical planning and urban design. Her experience includes many different types of planning projects, from comprehensive planning at various scales, to district plans, trail plans, and waterfront plans throughout Wisconsin. Danya believes that great public places that support social interaction are a vital part of human life and is passionate about shaping people-focused places through creative and fun community engagement, focused research and data analysis, and innovative design. She has expertise in project management and facilitation of public processes. She has experience working on planning projects in Wisconsin, Massachusetts, and Texas.

Waterfront Planning

Danya was a primary author of the City of Ashland's award-winning 2019 Waterfront Development Plan update. Her work included detailed analysis of the waterfront area, including bringing a zone approach to the planning and analysis process, development of community engagement materials, analysis of all community engagement data, and mapping and design throughout the plan, in addition to development of planning recommendations. Her work on the plan also included analysis of the existing UDO and waterfront zoning districts in Ashland to determine what changes would be needed to encourage a cohesive waterfront that supports the needs and desires of the Ashland community. Danya has also contributed to the River Edge Parkway Master Plan in Wausau, WI, which outlined the steps needed to connect the disparate parts of a river-front trail and park system together and connect the city to this important amenity.

Land Use, Comprehensive, and Urban Design Planning

Danya has contributed to several community- and district-scale land use and urban design plans. Danya has contributed to several ongoing and completed comprehensive planning efforts across Wisconsin, including contributing to the writing, design, and future land use plans for the Village of Hales Corners, the City of Marion, and the Village of Whitefish Bay's Comprehensive Plan updates.

Before working at GRAEF, Danya joined the City of Madison Planning Division's Imagine Madison comprehensive planning team for the summer of 2017, with a special focus on community engagement and writing implementable community goals and strategies in partnership with other City departments and community groups. Her work included crafting community engagement events, activities, and planning online campaigns that were designed to reach people in Madison who have historically been left out of long-range planning processes.

Community Engagement & Facilitation

Danya works with clients to craft accessible and informative community engagement processes. She excels at creating activities and events that inspire conversation and foster learning and education. Danya has also worked with clients to incorporate virtual events, online activities, and in-person engagement types into planning processes to allow multiple ways to engage. Her skills include stakeholder and focus group facilitation, as well as analysis, synthesis, and incorporation of community feedback into the planning process. Drawing on her experience as an environmental educator, she strives to make outreach and engagement in every planning process she works on inclusive, fun, and empowering to community members.

Tanya Fonseca *AICP*
Planner

Professional Certification
American Institute of Certified Planners (AICP)

Education
Certificate, Neighborhood Leadership, Cardinal Stritch University, Milwaukee, WI
M.S., Urban Planning, Columbia University, New York, NY
B.A., Architectural Studies, Mount Holyoke College, South Hadley, MA
Year of Architecture & Design Field Work, Copenhagen, Denmark

Professional Affiliations
American Planning Association
Wisconsin Chapter of the American Planning Association

Tanya joined GRAEF with a background in both urban planning and architecture, and several years of professional experience in Wisconsin, New York, Massachusetts, Denmark, and Montana. Her planning expertise includes neighborhood revitalization, comprehensive and neighborhood planning, community and economic development, urban design, sustainability, and ongoing planning services for communities.

Comprehensive, Master, Corridor, & Downtown Planning
Tanya has created innovative comprehensive and area plans, including corridor studies in the Village of Allouez and City of West Allis, and Comprehensive and Area Plans in South Milwaukee and the City of St. Francis. These planning efforts include public participation, data gathering, context and survey analyses, mapping, writing, and plan composition. All plans include the formation of implementable short-, medium- and long-term recommendations, including catalytic projects and actions to increase activity and re/investment in built environments.

Park & Open Space Planning
Tanya has been involved in several park planning projects that are customized for the needs of the municipalities and its user groups, in addition to satisfying the guidelines of the WDNR. Projects include examination of existing programmatic elements and proposing new improvements and programs to generate excitement and activity within the parks, with close ties to capital improvement plans and budgets. Recent efforts include the Village of Slinger's park system, Milwaukee's Mitchell Park and the Domes, and the parks surrounding the Kinnickinnic River and its tributaries – Modrzejewski Playfield, Pulaski Park, Kinnickinnic River Parkway East, Jackson Park, Kinnickinnic River Parkway West, Lyons Park, and Wilson Park.

Neighborhood Development, Revitalization & Sustainability
Tanya's dedication to local improvement in positions inside and outside of GRAEF has fostered her holistic approach to neighborhood revitalization. Recent efforts include Transform Milwaukee with the Wisconsin Housing and Economic Development Authority and Wisconsin Economic Development Corporation, and the Kinnickinnic River Watershed planning efforts with the Milwaukee Metropolitan Sewerage District, the Sixteenth Street Community Health Centers, and the Milwaukee County Parks Department. Other efforts include projects in Milwaukee, Burlington, East Troy, South Milwaukee, West Allis, and Twin Lakes.

Economic Development
Tanya collaboratively creates economic plans, including market studies and tax increment district analyses. Most recently, her work in Burlington, East Troy, and in the Kinnickinnic River Watershed has assisted in jump-starting implementation, leveraging significant investment, and strengthening the holistic re/development plans of the communities.

Kristan Grygiel Sanchez *AICP*

Senior Planner

Professional Certification

American Institute of Certified Planners (AICP)

Education

M.S., Urban Planning, University of Wisconsin-Milwaukee, Milwaukee, WI

M. S., Architecture, University of Wisconsin-Milwaukee, Milwaukee, WI

B.S. Architectural Studies, University of Wisconsin-Milwaukee, Milwaukee, WI

Kristan's specialties center on urban re/development and strategies for communities to maximize both community value and economic value, combining the community vision with market opportunities. She bases her work in the community values and vision, sets goals, and works to establish a path to maximize opportunities. Kristan believes that good planning – the combination of vision and appropriate development standards – sets the framework for economic development success.

Kristan has successfully led projects to redefine and plan downtown areas and has written zoning ordinances and procedures. She has served as planner and project manager on both sides of the table: as the client while development director for a municipality, and while working as a consultant hired by a community. Keeping the community goals at the center of the process is the key to a successful outcome of any project.

Redevelopment, Brownfield, & Waterfront

Kristan understands the realities and complexities of redevelopment, particularly when working with older, urban areas. In her work she has employed multiple strategies to successfully reposition a site or district for new development. Strategies include utilizing or modifying zoning and regulatory tools, site assembly, site investigation, marketing materials, and direct real estate development outreach. Kristan's successful projects have outlined potential fits for the site, clarified the unknowns, and leveraged grants to move the site along toward shovel-ready redevelopment.

Comprehensive, Master, & Strategic Planning

Kristan has served as a consultant planner and as the internal staff project manager for multiple successful plans of various scales – from comprehensive community-wide plans to specific neighborhood area plans and transit-oriented development studies. The process includes engaging the community stakeholders, elected officials and professional staff to understand both the vision and the realities of the political and economic climate to best set the framework for continued use of the plan and implementation over the coming years.

As the director of development for Ashwaubenon, Kristan held a primary leadership role in guiding the process, approvals, and ordinances for the complex, 34-acre, $130 million Titletown Development. Kristan has provided master planning services for the Village of Ashwaubenon; for projects on the Gulf coast of Mississippi following Hurricane Katrina; and for communities throughout Chicagoland such as City of Chicago, City of Waukegan, Village of Riverside, Village of University Park, Village of Palatine, City of Elgin, and City of Berwyn.

Economic Development

Kristan's work in economic development brings together the vision of the community with the market opportunities and development climate. Having a background working directly for development teams and on staff at a municipality, her work begins with the physical property or area location, which includes the property rights and regulations that form the basis of the zoning envelope and informs any potential development proforma. She has successfully negotiated the acquisition and sale of multiple properties for the purposes of redevelopment, including brownfield and riverfront sites.

Ben Block
Planner | Code Writing

Education
M.U.P., Departmental Honors, 2017 University of Wisconsin – Milwaukee, Milwaukee, WI

B.A., 2011, Philosophy, Department Honors, Wesleyan University, Middleton, CT

Ben brings a thoughtful and attentive perspective to the development and review of plans for regional growth, comprehensive plans, and innovative planning processes. Ben is especially adept at synthesizing seemingly incompatible ideas and crafting messages to foster transpartisan support. With a focus on expanding opportunity while protecting the environment, Ben is successfully building a career in Wisconsin planning for equitable and sustainable urban development.

Technical Writing & Review
Ben has extensive experience writing and reviewing technical documents, both inside and outside of the world of urban planning. In his undergraduate studies, Ben developed strong analytical skills while parsing through and interpreting philosophical texts from Plato to Heidegger. He received honors for his senior thesis in which he provided a unifying interpretation of seemingly disparate and incompatible elements within Nietzsche's philosophy. As a graduate student, Ben honed these technical skills to apply to issues surrounding urban planning, including theories of urban development, municipal financing, and federal transportation policy. While interning with GRAEF, Ben applied his analytical lens to the review of legal documents and drafting of arguments, the review of county, town, and village plans and determination of consistency, and the generation and review of sections in planning documents.

Planning Research & Public Policy
Ben is well-practiced in researching and evaluating planning documents, public policy, and professional best practices. Both in the classroom and in his role as planning intern, he has ample experience searching for and collecting information, distilling the relevant components, and applying it to a given situation. In particular, Ben is able to effectively navigate state statutes, legal ordinances, comprehensive plans, and public policy research.

Municipal Planning Services
Ben provides on-going planning services for municipalities in southeastern Wisconsin, including updates to comprehensive plans, reviews of development proposals, and evaluation of zoning codes. He applies his planning expertise to issues of land use management, economic development, and long-term community planning. Ben is especially adept at crafting community messaging that transcends polarized attitudes to facilitate implementation.

Economic Development
Ben provides economic development services for communities that are looking to reestablish themselves. With a focus on fostering long-term development over short-term profit, Ben is always attuned to the "big picture." Ben reviews project plans for tax incremental districts, special projects, and assists in the creation of business improvement districts and community development authorities.

Regional Planning
Ben facilitates the creation of plans for long-term, long-range regional growth and development. Ben is adept in analyzing systems, parsing through complex data, and synthesizing information into useful components.

Ryan Van Camp *PE*

Stormwater Management
and Civil Engineering

Professional Registration
Professional Engineer – WI, ND

Professional Certification
Certified Floodplain Manager (CFM)
Certified Professional in Erosion and Sediment Control (CPESC)

Education
M.S., Civil Engineering, 1999, University of Wisconsin-Milwaukee, Milwaukee, WI
B.S., Civil Engineering, 1998, University of Wisconsin-Milwaukee, Milwaukee, WI

Ryan brings extensive experience in civil and water resources engineering and management, with an emphasis on evaluation of hydrologic and hydraulic systems affected by development and rehabilitation to civil design projects at GRAEF.

Ryan has prepared flood study reports and stormwater management plans, conducted design review services, completed civil and site designs, and managed waterway and wetland permitting. His projects have incorporated LEED design enhancements and the submittal process and procedures to document the achieved credits.

Fox River Boardwalk, Village of Little Chute/City of Kaukauna, WI – Project Manager: The project involves detailed design, permitting, bidding assistance and construction services for the new Fox River Boardwalk to and over the Fox River between the Village of Little Chute and City of Kaukauna. GRAEF completed the feasibility study and due diligence investigation for a roughly 1,130 linear foot span bridge and trail extensions, connecting Little Chute and Kaukauna. Ryan provided detailed design by performing hydraulic evaluation of the bridge structure and coordinating permitting activities. He is managing the project design development, preparing construction plan documents, and providing bidding assistance and construction oversight.

Brown County Exposition Center, Village of Ashwaubenon, WI – Senior Project Engineer: GRAEF completed detailed design for the redevelopment of the Brown County Arena site in the Village of Ashwaubenon for the construction of a new 175,000 square foot, $75 million (construction cost) exposition center. As part of the site design elements, Ryan provided utility and drainage design for the proposed facility, including hydraulic analysis of the local storm sewer system and site storm water management controls.

Kinnickinnic River Flood Management, South 6th Street to I-94 Bridge (Milwaukee Metropolitan Sewerage District), Milwaukee, WI – Lead Water Resource Engineer: Evaluation of impacts on flood flows and elevations associated with the proposed Sixth Street bridge improvements and stream rehabilitation of 1,000-feet of urban watercourse for the Kinnickinnic River from Sixth Street to the I-94 Bridge. The fundamental goal for the project was to design a replacement bridge that would increase the waterway opening, improve aesthetics, meet FHWA safety standards and be easier and less costly to maintain over its design lifespan. The project was awarded APWA 2013 National Project of the Year Award. [with another firm.]

Sheboygan River Area of Concern Habitat Restoration Projects, City of Sheboygan, WI – Lead Water Resource Engineer: Developed final design and construction plans for three ecological restoration projects to improve or restore habitat for fish and wildlife within the Sheboygan River AOC. Managed design subcontractors and provided construction phase services for WDNR, City and County collaboration project utilizing Great Lakes Restoration Initiative (GLRI) grant funding to address habitat related beneficial use impairments. The project was awarded American Public Works Association (APWA) 2014 National Project of the Year. [with another firm.]

Anuja Patil

Green Infrastructure and Environmental Engineering

MMSD - Kinnickinnic Reach 2 Phase 1, Milwaukee, WI – Civil Engineer: Project involved flood management and channel rehabilitation planning analysis for the Kinnickinnic River watershed. Performed various tasks including area estimation, CAD work, and reviewing plans and reports.

Milwaukee River Watershed, Milwaukee, WI - Civil Engineer: Prepared presentations to promote watershed-based development concepts.

TMDL Stormwater Planning, Mequon, WI - Civil Engineer: Project involved a stormwater management grant program for TMDL stormwater. Updated and converted existing WinSLAMM file to current model and standards.

WPDES Stormwater, Jackson, WI - Civil Engineer: Supported writing of report for municipal services and developed green infrastructure plan.

Aurora Kenosha Cancer Center and Medical Office Building, Kenosha, WI – Civil Engineer: Project included extension of sewer and water services from the existing public infrastructure and design of stormwater facilities to coordinate with the existing regional detention ponds. Performed pipe sizing for storm sewers, pervious/impervious area estimations, drainage area delineation, and HydroCAD and WinSLAMM modelling.

STH 69, Wisconsin Department of Transportation, Village of Belleville, WI – Civil Engineer: Project involved the reconstruction of 0.33 miles of STH 69 (River Street) and the deck repair and overlay for B-13-337 over the Sugar River. Performed inlet tributary area estimations.

N. Wilson Drive (E. Capitol Drive to E. Glendale Drive), Village of Shorewood, WI – Civil Engineer: Project involved the reconstruction of 0.9 miles of N. Wilson Drive. Project included topographic survey, planning, preparation of plans and specifications, and estimates for the urban roadway. Performed drainage delineation and time of concentration calculations.

Professional Certification

Muncipal Waterworks Operator Certification, WI DNR
Wasterwater Operator Certification, WI DNR
ISI Envision® Sustainability Professional

Education

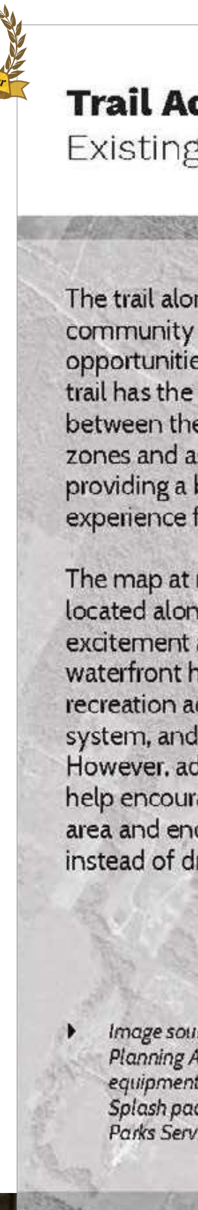
M.S.E, Civil/Water Management, 2003, Swami Ramanand Teerth Marathwada University, Nanded, IDA
(ECE Certified)
B.S., Engineering, 1999, Civil, Shivaji University, Kolhapur, IDA
(ECE Certified)

Anuja has been involved in a wide variety of projects that center around water management and civil engineering. She has trained and assisted development teams to implement watershed projects, evaluated watershed projects with respect to government guidelines, and developed digital survey maps using GIS skills. Anuja's experience encompasses water management software, storm sewer calculations, pipe sizing, impervious area estimations, and drainage delineation.

3
PROJECT EXPERIENCE

CITY OF ASHLAND WATERFRONT DEVELOPMENT & COMPREHENSIVE OUTDOOR RECREATION PLANS

City of Ashland, WI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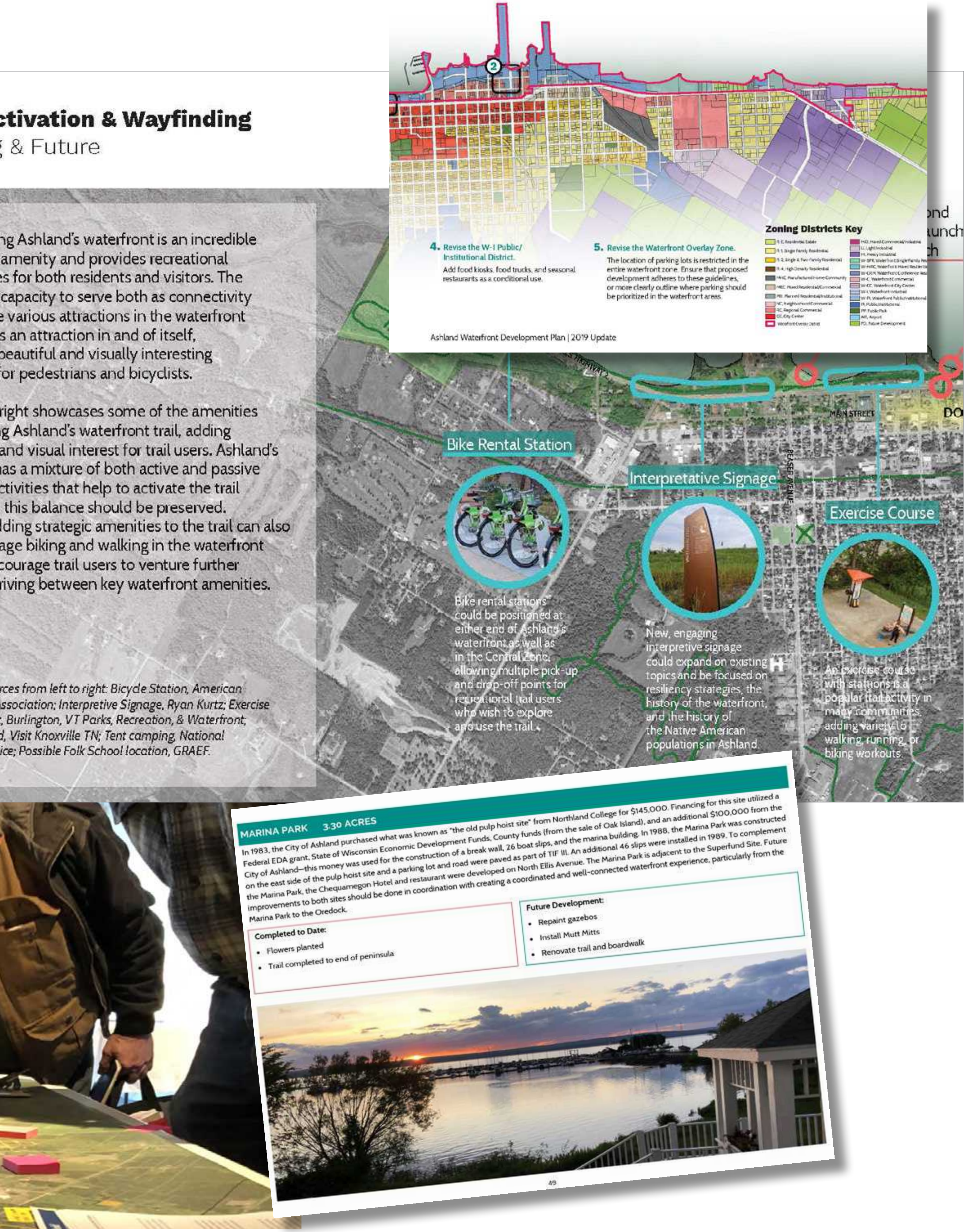
The City of Ashland, Wisconsin contracted with GRAEF to update their 2002 Waterfront Development Plan and their 2013 CORP. The City desired to update these plans to better serve the community and to help the city leaders and investors make informed decisions about future projects.

GRAEF was asked to provide planning and urban design services, as well as waterfront development planning, park & recreation planning, and green infrastructure planning. These tasks, in combination with economic development services and plan implementation strategies, provided the community with a well-defined roadmap going forward.

The project's planning encompassed the entirety of Lake Superior waterfront in Ashland and provided in-depth recommendations for each waterfront zone. These included more rural and natural areas to more urban and developed spaces. Critical redevelopment sites were identified to leverage ongoing waterfront and neighborhood investment efforts and plans for redeveloping the few remaining waterfront neighborhood sites capable of accommodating development were highlighted and evaluated for development options and potential.

Private development and public investment opportunities were considered for these development scenarios, in addition to the possibility of weaving-in additional amenities along the waterfront to draw the local population and tourism. Connectivity from the waterfront across U.S. Highway 2 to the city's increasingly vibrant downtown were also considered.

All parks were evaluated for the CORP update, where key sites including the City's Superfund site and the ongoing Oredock Park investments were highlighted, in addition to options for the City's underused park spaces. Additional opportunities for the City to reduce their annual maintenance costs on non-recreation, City-owned open spaces were also recommended.



ctivation & Wayfinding
; & Future

ng Ashland's waterfront is an incredible amenity and provides recreational es for both residents and visitors. The capacity to serve both as connectivity e various attractions in the waterfront s an attraction in and of itself, beautiful and visually interesting for pedestrians and bicyclists.

right showcases some of the amenities g Ashland's waterfront trail, adding and visual interest for trail users. Ashland's has a mixture of both active and passive ctivities that help to activate the trail this balance should be preserved. lding strategic amenities to the trail can also age biking and walking in the waterfront courage trail users to venture further riving between key waterfront amenities.

rces from left to right: Bicycle Station, American ssociation; Interpretive Signage, Ryan Kurtz; Exercise , Burlington, VT Parks, Recreation, & Waterfront; d, Visit Knoxville TN; Tent camping, National ice; Possible Folk School location, GRAEF.

Bike rental stations could be positioned at either end of Ashland's waterfront as well as in the Central Zone, allowing multiple pick-up and drop-off points for recreational trail users who wish to explore and use the trail.

New, engaging interpretive signage could expand on existing topics and be focused on resiliency strategies, the history of the waterfront, and the history of the Native American populations in Ashland.

An exercise course with stations is a popular trail activity in many communities, adding variety to walking, running, or biking workouts.

4. Revise the W-1 Public/ Institutional District.

Add food kiosks, food trucks, and seasonal restaurants as a conditional use.

5. Revise the Waterfront Overlay Zone.

The location of parking lots is restricted in the entire waterfront zone. Ensure that proposed development adheres to these guidelines, or more clearly outline where parking should be prioritized in the waterfront areas.

Zoning Districts Key

Ashland Waterfront Development Plan | 2019 Update

MARINA PARK 3.30 ACRES

In 1983, the City of Ashland purchased what was known as "the old pulp hoist site" from Northland College for $145,000. Financing for this site utilized a Federal EDA grant, State of Wisconsin Economic Development Funds, County funds (from the sale of Oak Island), and an additional $100,000 from the City of Ashland—this money was used for the construction of a break wall, 26 boat slips, and the marina building. In 1988, the Marina Park was constructed on the east side of the pulp hoist site and a parking lot and road were paved as part of TIF III. An additional 46 slips were installed in 1989. To complement the Marina Park, the Chequamegon Hotel and restaurant were developed on North Ellis Avenue. The Marina Park is adjacent to the Superfund Site. Future improvements to both sites should be done in coordination with creating a coordinated and well-connected waterfront experience, particularly from the Marina Park to the Oredock.

Completed to Date:
- Flowers planted
- Trail completed to end of peninsula

Future Development:
- Repaint gazebos
- Install Mutt Mitts
- Renovate trail and boardwalk

49

GREEN INFRASTRUCTURE for SCHOOLS GUIDEBOOK

Milwaukee Metropolitan Sewerage District | Milwaukee, WI

Award Winner

GRAEF led the team that developed a green infrastructure guidebook for the Milwaukee Metropolitan Sewerage District. MMSD hopes to encourage schools considering schoolyard or building upgrades, replacements, or additions to use this guidebook in their decision-making. While the guide focuses on K-12 schools, it is also a useful guide for colleges, universities, nonprofits, and others interested in integrating green infrastructure into many property types.

As schoolyards consist of extensive amounts of paved, or impervious surfaces, opportunities to more creatively manage stormwater, increase sustainability and improve schoolyard spaces for students are ever-growing.

Implementation Toolkit | The Guidebook contains a full review of what green infrastructure is, the types of green infrastructure, an organizing and planning guide, decision support tools, fundraising and grant writing types, resources to leverage educational opportunities, and complete guides to green infrastructure strategies, planting, maintenance, and monitoring.

Goals

- Enhance schoolyards through the integration of green infrastructure
- Improve the built and natural environments at schools and beyond
- Increase sustainability and resiliency
- Manage storm water with innovative [green] infrastructure
- Build capacity for long-term viability and commitment to the green infrastructure
- Help scale-up green infrastructure in the region
- Inspire project-based learning to educate future generations on environmental sustainability and resiliency

GREEN INFRASTRUCTURE FOR SCHOOLS GUIDEBOOK

GREEN INFRASTRUCTURE DECISION SUPPORT TOOL

USING THE DECISION SUPPORT TOOL

This tool guides interested schools through typical spaces on their property and the possible green infrastructure strategies associated with each. The typical schoolyard spaces are categorized as:

- Buildings
- Pavement
- Green space

Several specific spaces are listed within each of the categories.

Use this tool to help brainstorm green ideas for spaces in your schoolyard OR to find out how you can green a space you already have in mind.

Some green infrastructure strategies require professional assistance. These are indicated as ● within the tool.

GREEN INFRASTRUCTURE STRATEGIES FOR BUILDINGS

EXISTING USE

		Removal of Structure	Rainwater Catchment	Blue Roof	Green Roof	Rain Garden
FLAT / SHALLOW ROOF	No vegetation			●		
	Garden or courtyard				●	
	External drainage		●			
STEEP ROOF	External drainage		●			
	Access to internal drainage		●			●
ACCESSORY STRUCTURE	Structure not used	●				
	Structure function can be provided elsewhere	●				
	External drainage					

● May require professional assistance

44

OUTDOOR LEARNING ENVIRO

The Milwaukee Rotary Centennial Arboretum is used as an outdoor classroom for experiential learning with 70 indigenous trees and a vast number of native wildflowers, grasses, and shrubs.

Rendering of the vision for the Milwaukee Parkside School of the Arts outdoor classroom, rain garden, and rainwater harvesting systems connected to the school and the roof of the proposed classroom. School leadership, parents, Reflo and the Green Schools Consortium of Milwaukee have been key in the visioning, planning, and upcoming implementation.

MILWAUKEE ENVIRONMENTAL SCIENCES SCHOOL

A Milwaukee Teacher Education Center (MTEC) Charter School, leased from Milwaukee Public Schools
6600 W. Melvina Street | Milwaukee, WI

Grades K3 - 8: 310 Students & 14 Teachers

GOALS

- Connect students to the water system and nature

HIGHLIGHTS

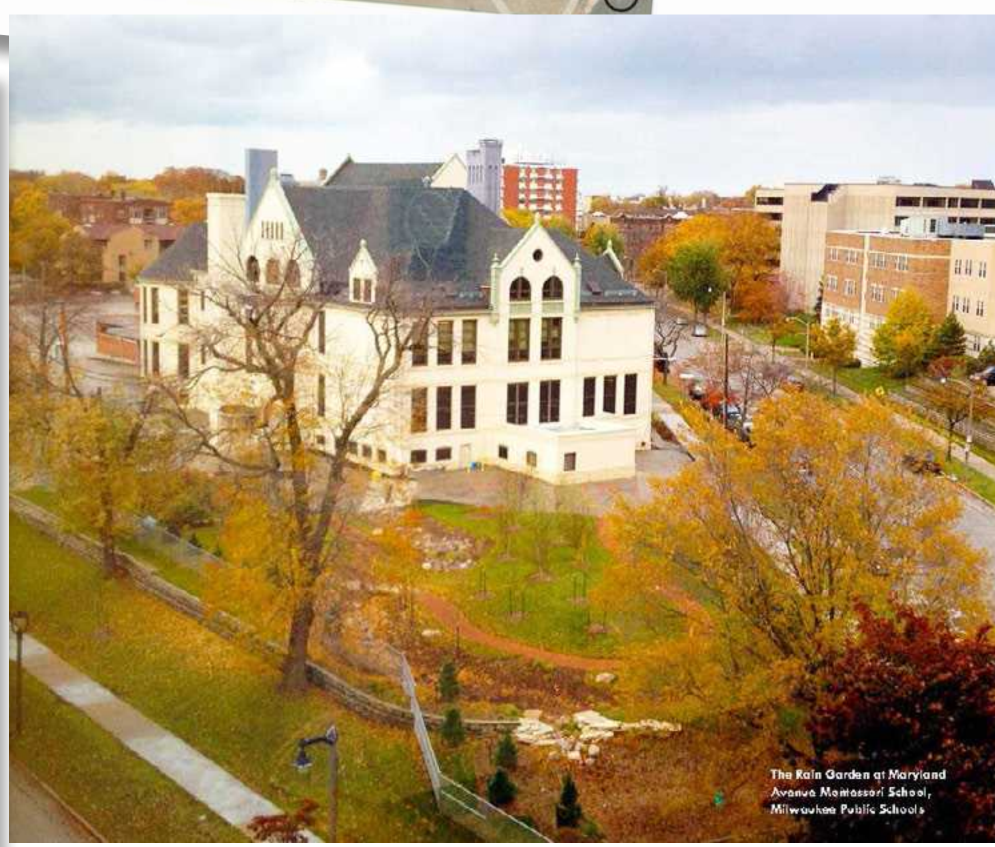
- Student leadership in environmental sciences and expeditionary learning
- Partnerships with community resources

GREEN INFRASTRUCTURE

- Rainwater catchment – cistern
- Native landscaping
- Rain gardens – urban garden beds
- Future native landscaping expansion (wildflower prairie) and second cistern

The Milwaukee Environmental Sciences School (MES) began the installation of a cistern in the school courtyard in 2014. Installation of the rainwater catchment system was completed in 2015 with assistance from Reflo and MPS. The school's courtyard has been transformed as a garden space and includes a butterfly garden, raised garden beds, art benches, a picnic table, and an outdoor learning lab.

A second phase in the schoolyard will include pavement removal for a wildflower prairie (native landscaping) and second cistern for watering.


The Rain Garden at Maryland Avenue Montessori School, Milwaukee Public Schools

KINNICKINNIC RIVER WATERSHED

Milwaukee Metropolitan Sewerage District (MMSD) | Milwaukee, WI

This multi-faceted project combines watershed planning, flood risk reduction strategies, park planning, green infrastructure strategies, environmental analysis, and public/stakeholder involvement. The Kinnickinnic River Watershed is a highly developed urban watershed, mostly within the City of Milwaukee. Increased rainfall over the past decade has led to increased flood risk – especially in the most downstream reaches. This project employs a watershed approach to mitigating flood risk with the added goals of turning the Kinnickinnic River itself into a community asset.

GRAEF is leading a multi-disciplined team of regional experts in developing innovative and collaborative solutions to the increases in flood risk for this ongoing project. Stakeholders, hydraulics engineers, park and public space planners, environmental engineers, and green infrastructure experts are working together to develop a comprehensive and resilient solution.

GRAEF recently completed the preliminary engineering and final design for one the parks within the watershed – Pulaski Park. Community stakeholders were instrumental in selecting the final materials and finishes for the park design and construction – in progress now.

Key Innovations:

- Watershed-wide green infrastructure planning
- Green infrastructure implementation in preliminary engineering and final design of Pulaski Park
- Public space, trail, and connectivity planning throughout the watershed to increase accessibility to the river and adjacent assets throughout the watershed

DREXEL TOWN SQUARE SUSTAINABLE GUIDEBOOK

City of Oak Creek, WI

The City of Oak Creek lost a major employer when Delphi closed its doors and dismantled its manufacturing facilities. Additionally, the City inherited an 85 acre urban planning conundrum filled with numerous barriers to achieving viable, sustainable rehabilitation. In order to prepare the property for development, approximately 200,000-250,000 square yards of asphalt and concrete were tested for contaminants, and removed and processed for reuse both on- and off-site. This $1.35 million overall remediation process included the environmental assessment costs for property acquisition, concrete testing removal and processing for reuse elsewhere, and other environmental testing and remediation. Due to the bankruptcy of Delphi, no responsible party existed for conducting remediation efforts.

The need for stormwater best management practices in the watershed necessitated the development of an innovative method by which the City of Oak Creek could meet its requirements. The Sustainable Development Guidebook developed by GRAEF blended best practices in sustainability with meeting municipal requirements for quantity (reduce stormwater discharge rates to less than 0.40 cfs per acre for the 100-year storm event and 0.15 cfs per acre for the 2-year storm event; or a 20 percent reduction to existing runoff release rates) and quality (control total suspended solids (TSS) carried by runoff from development sites by 80 percent). The Sustainable Development Guidebook enabled the City of Oak Creek to "sell" the best management practices necessary to accomplish this highly successful redevelopment project.

Drexel Town Square is home to the following land uses: mixed commercial and residential (317,498 sf), new retail & restaurants (237,890 sf), housing (457,000 sf), public facilities (60,000 sf), parking, and open space. The Guidebook will ensured that sustainable maintenance and thorough stormwater management was applied to the nearly 800,000 square feet of new construction.

Sustainable Development Guidebook Framework

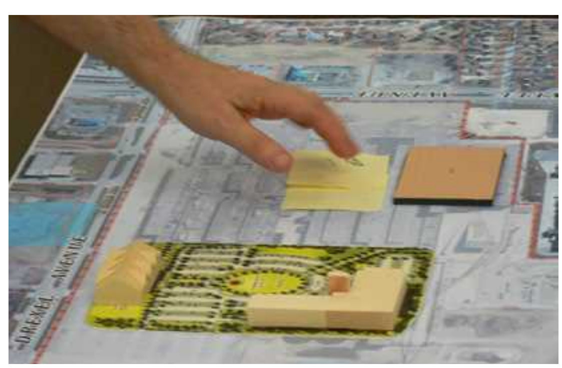
The framework for the Sustainable Development Guidebook was fashioned around the importance of the triple bottom line: *"Drexel Town Square (DTS) is a new type of hybrid town center that combines complementary ideas from economics, environmental quality, and community design."*

1. Economics – DTS combines a solid foundation of retail customers with time-tested concepts of main streets and town squares. This enables DTS to generate a significant tax base while populating the town center with almost 10,000 people per day.
2. Environment – DTS combines natural features with a high-capacity green infrastructure. The project combines water quality features, wetlands, advanced stormwater features, and a public park, linked together with a continuous, walkable street system throughout the retail, residential, and civic areas
3. Community – DTS combines a diversity of contemporary architectural styles harmonized and integrated with a continuous high quality streetscape and urban patterns. This creates a planning system that combines the first phase of economic investment with options for long term growth and urban development."

The Guidebook features more than twenty elements showing sustainable choices; these elements are accompanied by a table that depicts how each element meets the broader sustainability goals of MMSD.

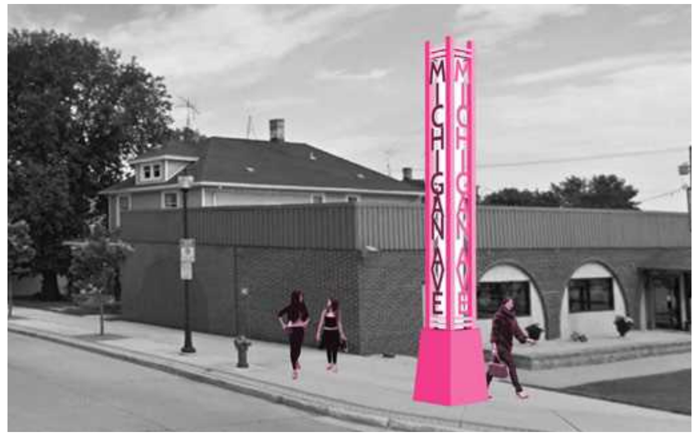
ARE
GRAEF

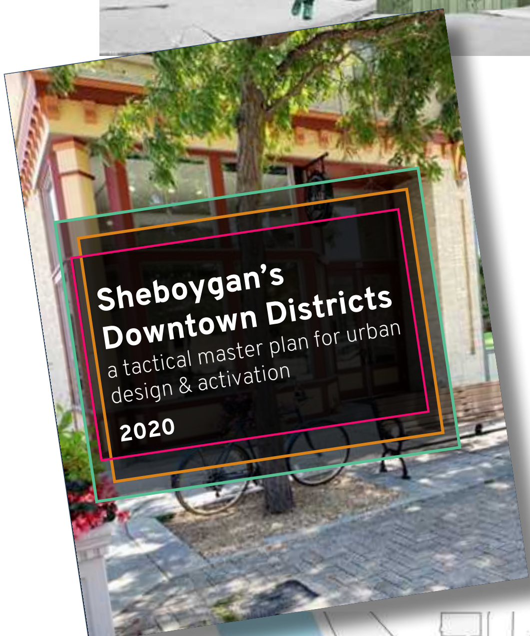
W. DREXEL AVENUE
MAIN STREET
MIXED-USE
MIXED-USE
RETAIL AND OFFICE
MEDICAL AND OFFICE
6TH STREET
TOWN SQUARE WAY
TOWN SQUARE WAY
BIO-INFILTRATION BASINS
TOWN SQUARE
RESIDENTIAL
HOTEL
W. CLOCK TOWER PLACE
WETLAND PARK
6TH STREET
CITY HALL & LIBRARY
MARKET STREET
RESIDENTIAL
RETAIL AND OFFICE
MEIJER
S. HOWELL AVENUE
MARKET STREET



CITY OF SHEBOYGAN NEIGHBORHOOD PLANS

City of Sheboygan, WI

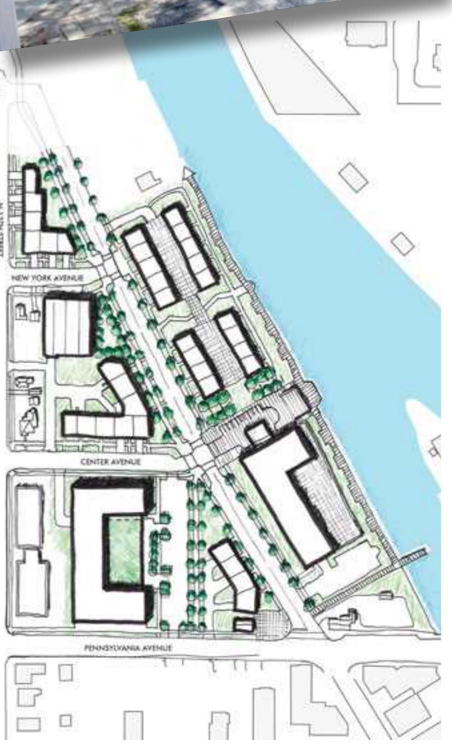




GRAEF worked with the City of Sheboygan, residents, business owners, property owners, and stakeholders to craft two neighborhood plans in 2019.

Harbor Centre Downtown Master Plan & Placemaking | Downtown Sheboygan is steeped in cultural richness. A long-standing collaboration with the John Michael Arts Center and other local organizations has resulted in the emergence of an arts and cultural district, the new City Green public gathering space, M.I.K.E. performance space, the Night Market, public art and murals, and new streetscape furniture. With this project, the city was looking to enhance placemaking and activation in the downtown neighborhoods. Working with residents, property owners and business owners the GRAEF team engaged with stakeholders using a variety of methods including facilitated small group sessions, one-on-one conversations and a digital survey.

River Bend Master Plan | West of downtown, the River Bend neighborhood in Sheboygan lies north of Pennsylvania Avenue, in the peninsula bound on all sides by the Sheboygan River. Recently, a new development of townhomes along the river on N 15th Street illustrated signs of upcoming change in the neighborhood. The former Mayline facility on Commerce Street ceased operations and became a site of potential interest to the development world. N 14th Street is one of the most highly trafficked corridors in the city and splits the neighborhood in two. These changes and conditions set the stage for dialog with constituents to better understand the concerns of the neighborhood and what techniques and strategies could be employed to keep the neighborhood stable and provide opportunities for growth along the highly desired riverfront property. The GRAEF team engaged with city staff and neighborhood residents to discuss the changes developing in the neighborhood and help craft a vision to guide future development. Techniques employed were on-site meetings held in the neighborhood at varying times to provide better access to meetings for area residents.



BURLINGTON DOWNTOWN HISTORIC PRESERVATIONS GUIDELINES & CODE REVISIONS

City of Burlington, WI

As City Planner, GRAEF supports ongoing planning and development in Burlington. As part of this work, the GRAEF team staff the Historic Preservation Commission, which manages the downtown historic district in Burlington. This work includes reviews for Certificates of Appropriateness, signage, façade grants, codes, and guidelines. The GRAEF team in collaboration with Historic Preservation Commission members and City staff recently revised the codes and guidelines for the historic district, to streamline the code, correct any issues, and make them more user friendly to downtown property owners. This work included revisions to the signage code, the district design guidelines, and outdoor display guidelines for downtown businesses. The result has been an increase in downtown improvements, including some catalytic building renovations that are setting the tone for a new standard in downtown building rehabilitation.

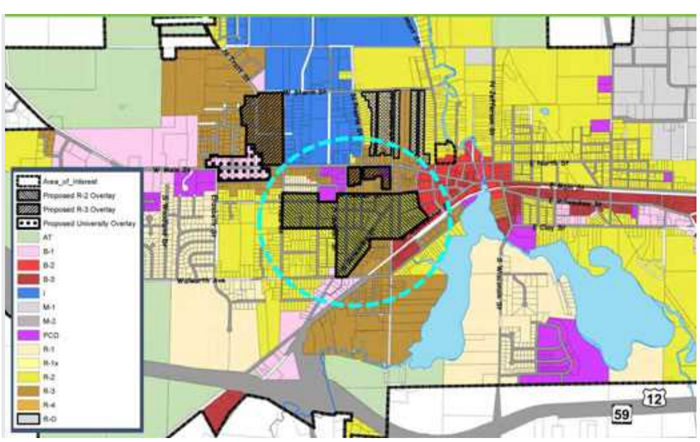
WHITEWATER ZONING CODE UPDATE

City of Whitewater, WI

GRAEF Contributions & Results

- Act as arbiters between neighborhood residents wishing to maintain stable housing areas and investor landlords wishing to provide compact housing for college students
- Undertake a line-by-line revision of the zoning code with multiple reiterations presented to a combined committee of the City Council and Plan Commission
- Resolve major conflicts that were attributed to the zoning code but were, in fact, due primarily to the process of code administration and applicant review
- Conduct numerous public meetings
- Meet with individual stakeholders
- Create a zoning code that promotes fair and equitable treatment of both home owners and investor owners.

RESOLVE TOWN/GOWN FEUDS In Whitewater the revised zoning code was the key to balancing long-term animosities between local neighborhoods and landlords serving the needs of the university.



SAMPLE GRAPHIC: Occupacncy based on the number of original bedrooms int he housing unit.

DOWNTOWN PLAN & STREETSCAPE MASTER PLAN

City of South Milwaukee | South Milwaukee, WI

As an inner-ring suburb of the city of Milwaukee, the City of South Milwaukee recognized a need to update not only its comprehensive plan, but also its economic development and downtown revitalization strategies. The GRAEF team worked closely with the City's staff, Plan Commission, Downtown Advisory Committee, and Common Council to create a customized action plan to jump-start community revitalization. GRAEF's work also includes ongoing services focusing on updating the Downtown Revitalization Grant, a Re/development Opportunity Area Guide, and other efforts to support the City's staff and committees.

Neighborhood Heritage and Assets | With its founding dating to the latter half of the 19th century, South Milwaukee has been an integral component in the larger Milwaukee economy serving as a manufacturing hub, a provider of quality housing, and a gateway to ample green space and waterfront access on Lake Michigan. The comprehensive and downtown planning processes worked to preserve and strengthen these characteristics and values, while simultaneously creating new opportunities for growth. Stakeholder engagement identified key assets for preservation, which were then reflected in the urban design concepts and implementation strategies.

Manufacturing Shifts | With industrial land uses shifting from traditional manufacturing processes toward leaner, more compact facilities, the City and the GRAEF team saw an opportunity to develop concepts to attract and retain businesses, and create re/development concepts for phased high-density, mixed-use spaces. These infill developments were designed to bolster the city's downtown by providing increased availability of workforce housing, new commercial and retail spaces, and public plazas and gathering spaces. These concepts and strategies were developed through a participatory and creative process that convened public officials, private investors, and residents through interviews, charrettes, workshops, regular Plan Commission and Downtown.

Emerging South Shore | South Milwaukee lies at the confluence of two, high-activity real estate markets: metro-Milwaukee and Chicagoland. The Comprehensive and Downtown Plan Update recognized forthcoming activity and created a community development strategy to capitalize on future opportunities while preserving the city's unique character.

Village of Whitefish Bay Master Planning

Economic Development Services, Special Planning Projects

GRAEF provides master planning for the Village of Whitefish Bay and the Silver Spring Drive Business District, including streetscape design, redevelopment opportunities, business retention and attraction strategies, parking strategies, civic engagement, and market research with case studies. Other services include zoning code review with a special emphasis on mixed-use development, building density, and contemporary urban design practices, as well as examination of development review processes and business incentives that support the desire for quality and efficient development in the village.

City of Burlington

Ongoing Planning Services

GRAEF provides support with existing planning, economic development, and historic preservation projects, as well as helps the City move forward with new opportunities. The GRAEF team adds value by developing street-level solutions that are appropriate in the community and competitive in the regional economy. Our assistance to the City includes the following services:

- Reviewing site plans and providing recommendations
- Assisting with comprehensive planning
- Revising zoning codes, guidelines, and ordinances
- Providing guidance on historic preservation

Village of Twin Lakes

Ongoing Planning Services

GRAEF provides ongoing planning services to the Village including review of applicant applications, development and design review, and materials related to Certified Survey Maps, rezonings, and conditional use permits. Our team also provides support to Village staff and applicants by phone/email and attends Plan Commission meetings as needed. Other services include:

- Reviewing and revising village-wide land use plan
- Generating ideas for Main Street streetscape
- Conducting planning and analysis for TIF implementation
- Providing recommendations for developer review process
- Meetings with applicants
- Zoning code rewrite

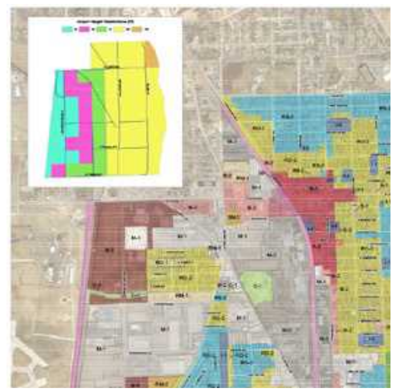
ADDITIONAL PROJECTS
Various Locations

Village of Greendale
Ongoing Planning Services

GRAEF has been providing ongoing planning services to the Village of Greendale since 2016. These services include:

- Creating and updating the Village Comprehensive Plan
- Reviewing applications for development
- Providing guidance on intergovernmental negotiations
- Updating Village regulations

City of Cudahy
Ongoing Planning Services and Economic Development



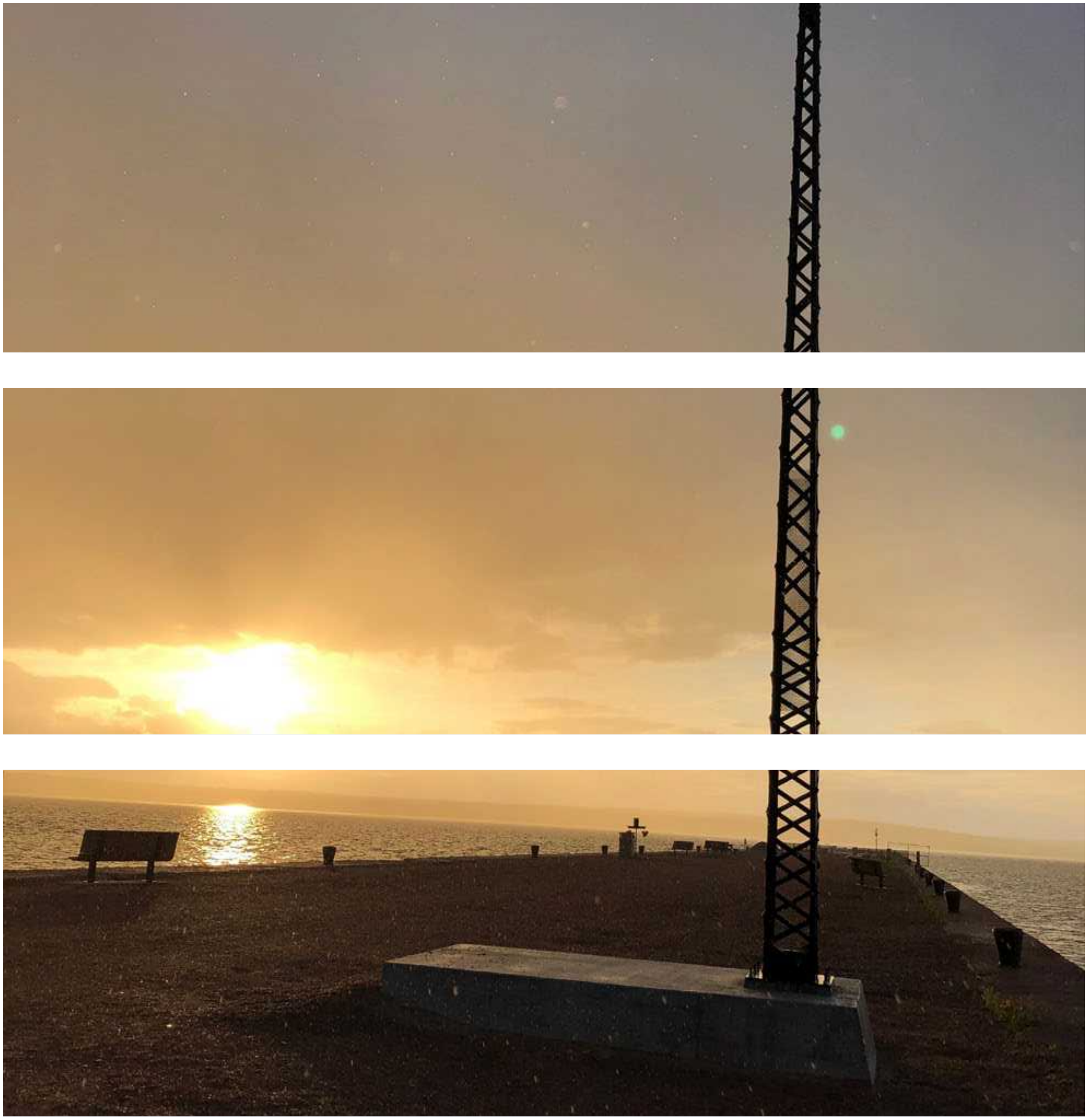
GRAEF has been providing ongoing planning services to the City of Cudahy since 2020. These services include:

- Providing guidance on City procedures
- Reviewing applications for development
- Assisting with redevelopment districts and long-range planning
- Updating City regulations and design guidelines
- Reviewing and revising the zoning code

Chad Pelishek
Director of Development and Sustainability
City of Sheboygan
920 / 459 3383
cpelishek@ci.sheboygan.wi.us

Karen Sands, AICP, ENV SP
Director of Planning, Research, & Sustainability
MMSD
414 / 225 2123

Megan E. Watkins
Assistnat City Administrator | Zoning Administrator
City of Burlington
262 / 342 1168



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COST PROPOSAL & FEE RATE SCHEDULE

COST PROPOSAL & FEE RATES

The GRAEF team has carefully considered the outlined scope of services, the known information provided by the City, and the general components of the project, and we have developed a Lump Sum Fee for the project. This Fee is based on the Project Scope of work as written in the submitted Proposal and the assumptions noted below.

PLANNING PHASE SUMMARY					
Planning Phase	Total Hours	Total Labor	Total Expenses	Total Cost	% of Total Fee
Phase I: Best Practice	57	$7,309	0	$7,309	24%
Phase 2: Engagement	59	$7,769	$1,500	$9,269	31%
Phase 3: Draft Zoning	105	$13,413	0	$13,413	45%
Total Fee	**222**	**$28,491**	**$1,500**	**$29,991**	**100%**

Total expenses include a year-long subscription to the Social Pinpoint platform.

FEE RATES	
Classification	**Rate**
Senior Group Manager (P9)	$ 205.00
Group Manager (P8)	$ 190.00
Senior Professional (P7)	$ 180.00
Professional (P6)	$ 170.00
Professional (P5)	$ 160.00
Professional (P4)	$ 149.00
Professional (P3)	$ 136.00
Professional (P2)	$ 122.00
Professional (P1)	$ 108.00

SUBJECT: **Approve a Resolution to Issue a Conditional Use Permit for up to Fifteen (15) Additional Multi-Family Residential Units at 522 Chapple Avenue, Zoned: Mixed Residential/Commercial (MRC). Applicant: Impact 7 *(Planning)* Voice**

RECOMMENDATION: Approval (Recommended unanimously by the Plan Commission at their 12/1/2020 meeting)

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development
Plan Commission (Unanimously recommended for approval at their 12/1/2020 meeting)

EXHIBITS:

1. Proposed Resolution
2. Impact 7 Conditional Use Permit (CUP) Application for Additional Multi-Family Units at 522 Chapple Avenue
3. Staff Report - Plan Commission, December 1, 2020
4. DRAFT Plan Commission Meeting Minutes (Public Hearing for 522 Chapple Avenue Multi-Family CUP Request), December 1, 2020
5. 522 Chapple Avenue Zoning Map
6. 522 Chapple Avenue 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: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. The plan recommends that the City take actions to provide new housing opportunities and diversify the housing stock within the city, particularly near the core downtown. The proposed increase of residential density through a mix of new construction and adaptive reuse of a historic building is in line with the plan's recommendations for infill development.

SUMMARY STATEMENT:

Kate Sullivan has requested a Conditional Use Permit (CUP) on behalf of Impact 7 for development of additional multi-family residential units on their property at 522 Chapple Avenue, zoned Mixed

Residential/Commercial (MRC). An additional fifteen (15) residential units are being proposed, with nine (9) units of new construction, townhome-style housing on the northern portion of the lot, and conversion of the existing Wilmarth Mansion into six (6) residential units. Rents will range from $920 to $1,178 per month for the new three-bedroom townhome units, and $664 to $1,178 for the Wilmarth Mansion units, which will include one, two, and three-bedroom units. The overall project will also include renovation of the existing eighteen (18) residential units in the Robert Holmes Villa (attached to the Wilmarth Mansion), for a total anticipated project cost of approximately $7.5 million.

This Conditional Use Permit (CUP) would be contingent upon approval of a final Site Plan by the Planning Commission. If the applicant is unable to meet City development requirements, including but not limited to off-street parking, impervious surface coverage, snow storage, etc., then the development would not move forward. Impact 7 will be applying for Housing Tax Credits through Wisconsin Housing and Economic Development Authority (WHEDA), and is requesting a CUP at this time to meet the permissive zoning requirement of the tax credit application.

RESOLUTION No. 17603

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT FOR UP TO FIFTEEN (15) ADDITIONAL MULTI-FAMILY RESIDENTIAL UNIT AT 522 CHAPPLE AVENUE, ZONED: MIXED RESIDENTIAL/COMMERCIAL (MRC). APPLICANT: IMPACT 7

WHEREAS, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and,

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to allow up to fifteen (15) additional multi-family residential units at 522 Chapple Avenue, zoned Mixed Residential/Commercial (MRC) for applicant: Impact 7; and,

WHEREAS, the Plan Commission held a Public Hearing on December 1, 2020 and has recommended approval of the Conditional Use Permit with the following conditions:

1. Conditional Use Permit approval is contingent upon approval of the associated Site Plan by the Plan Commission.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved.

PASSED: December 8, 2020

____
Councilperson

ATTEST: ______________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler Wickman, City Attorney

FOR APPLICANT:

Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.

Applicant ______________________________
(Print and signature)

____
Date

(2416)

November 17, 2020

Megan McBride
Director of Planning & Development
City of Ashland
601 Main Street West
Ashland WI 54806

Dear Ms. McBride,

Please accept this letter to accompany Impact Seven's Conditional Use Permit (CUP) application for the proposed building of nine (9) townhomes and the adaptive re-use of Wilmarth Mansion, which would convert the existing office space to six (6) apartment homes in the historic Chapple MacArthur neighborhood. The project scope also includes the rehabilitation of Impact Seven's existing 18-unit residential building Robert Holmes Villa. The estimated total project investment is $7.5MM.

Rents will range from $920 to $1178 per month for the new three-bedroom townhome units and $664 to $1178 for the Wilmarth Mansion units, which will include one, two, and three-bedroom units.

Background

Impact Seven is a 501(c)(3) nonprofit and Community Development Finance Institution (CDFI), headquartered in Rice Lake. We actively manage over 1200 properties throughout the State and have owned the 522 Chapple Avenue property since 1999.

We have a well-established property management presence in Ashland and continue to maintain full occupancy at Robert Holmes Villa. We wish to further support the City's housing goals outlined in the Authentic Ashland Comprehensive Plan: 2015-2035.

Authentic Ashland Housing Goals:

- Diversify existing stocks through creative in-fill development at the intersections of weak and middle strength blocks and within middle strength blocks.

- Encourage owner reinvestment on blocks of middle market and strong market strength.

"Make Ashland a city where neighborhood pride is widely evident, where housing options are broad and appealing, and where residential investment is focused around the city's historic core."

We're motivated to continue to meet the residential needs of Ashland because of the significant community investments by the City; the high quality of life available in terms of jobs, education and civic amenities; and because of the high quality of the site itself.

Impact Seven is committed to preserving the character of the neighborhood through intentional design and adherence to the principles of preservation specific to historic properties.

We also are communicating with City staff about off-street parking accommodation and continue to engage our local architect C+S Engineering to explore design options, such as landscaping, interior parking islands to control run-off, and green space for snow storage. The proposed nine (9) new townhome units will include one-car garages.

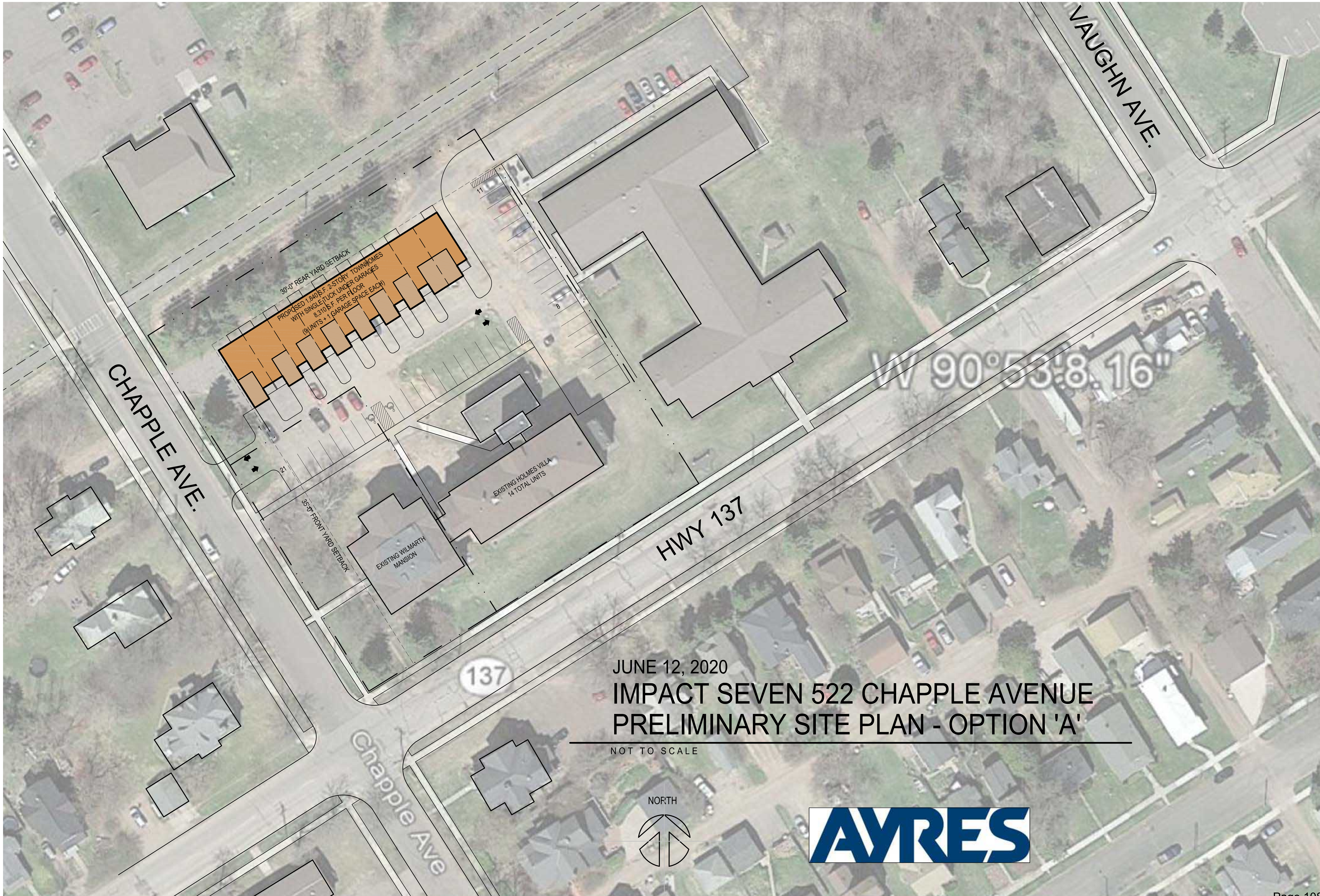
Thank you for your time and consideration of this CUP request. We value the opportunity to serve households established in the community as well as new residents.

Please feel free to contact me at kate.sullivan@impactseven.org or 608-575-4178 for more information.

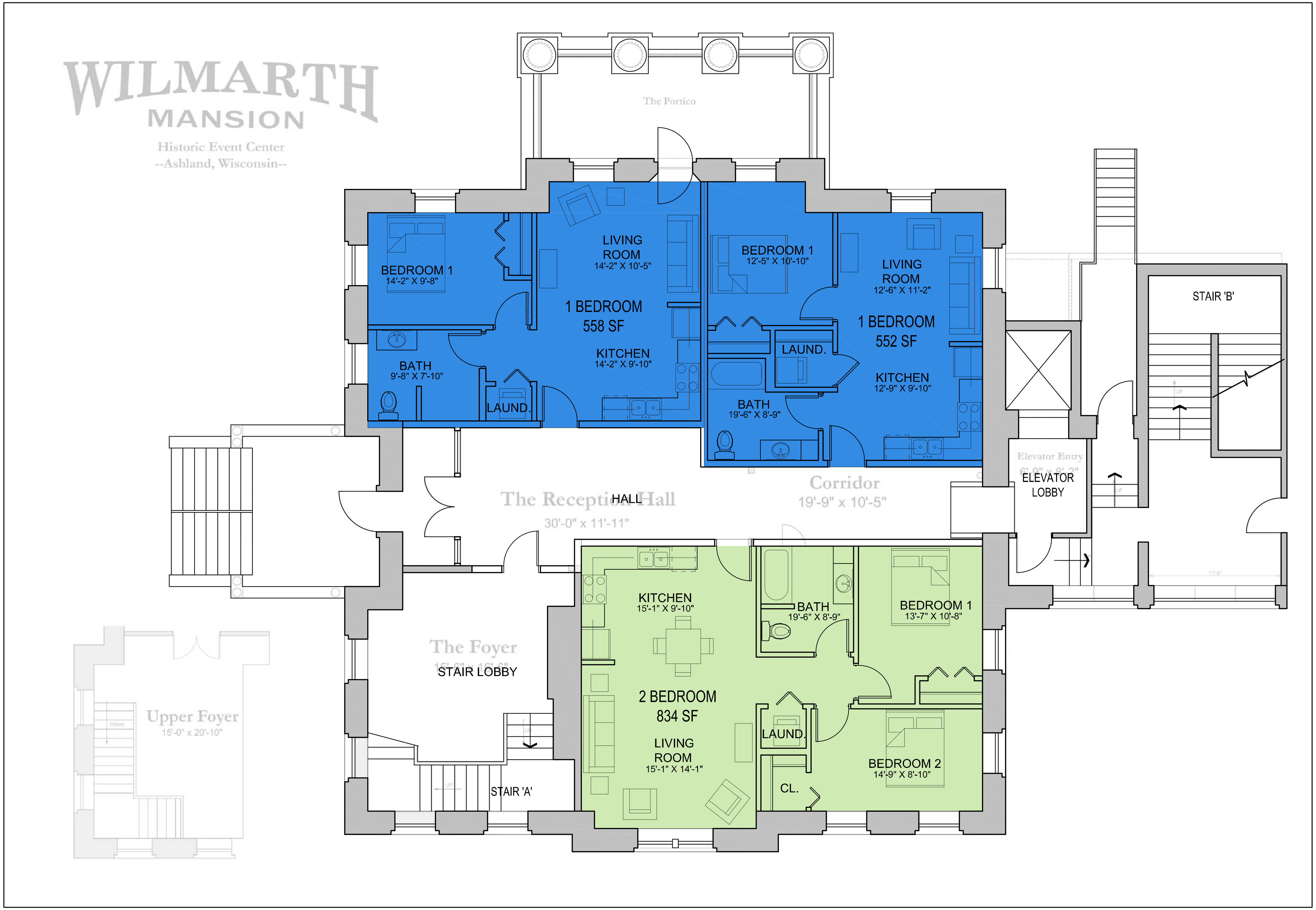
Sincerely,

Kate Sullivan

Kate Sullivan
Real Estate Development Coordinator
Impact Seven



VAUGHN AVE.
CHAPPLE AVE.
30'-0" REAR YARD SETBACK
PROPOSED 1,840 S.F. 2-STORY TOWNHOMES
WITH SINGLE TUCK UNDER GARAGES
8,310 S.F. PER FLOOR
(9 UNITS + 1 GARAGE SPACE EACH)
11
8
1
21
35'-0" FRONT YARD SETBACK
EXISTING HOLMES VILLA
14 TOTAL UNITS
EXISTING WILMARTH
MANSION
HWY 137
W 90°53'8.16"
137
Chapple Ave
JUNE 12, 2020
IMPACT SEVEN 522 CHAPPLE AVENUE
PRELIMINARY SITE PLAN - OPTION 'A'
NOT TO SCALE
NORTH
AYRES



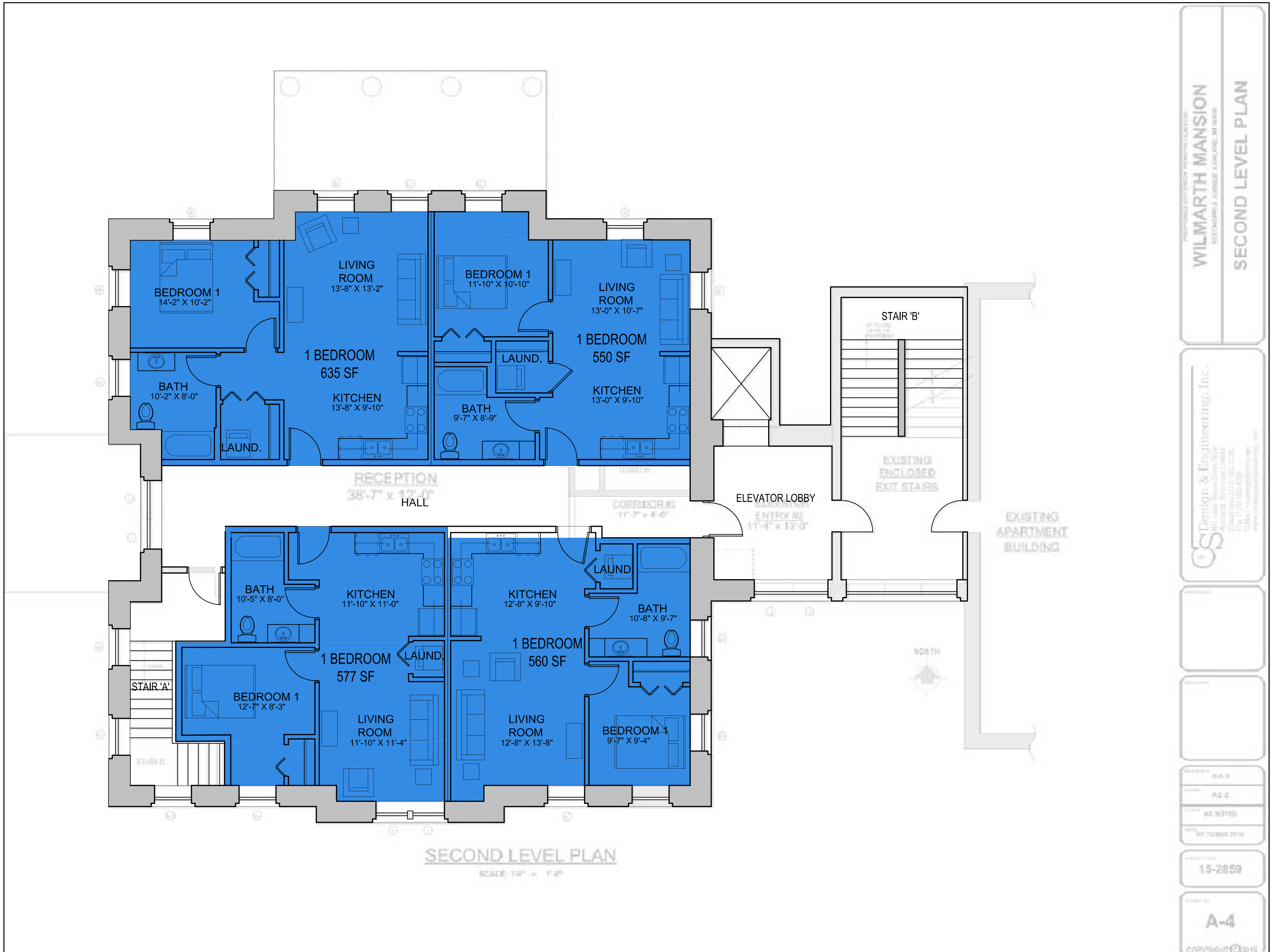
WILMARTH MANSION PRELIMINARY FIRST FLOOR PLAN

NOT TO SCALE

6.26.2020

PLAN NORTH

AYRES



PLAN NORTH

WILMARTH MANSION PRELIMINARY SECOND FLOOR PLAN

NOT TO SCALE

6.26.2020

AYRES

Find yourself next to the water.

ASHLAND

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

DEPARTMENT OF PLANNING & DEVELOPMENT

601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – December 1, 2020

Agenda Item # 5a:	**Public Hearing and Consideration of a Conditional Use Permit Request to allow additional multi-family residential units**
Zoning District:	**Mixed Residential/Commercial (MRC)**
Property Address:	**522 Chapple Avenue**
Parcel #:	**201-04585-0100**
Applicant:	**Impact 7**
Staff Contact:	**Megan McBride**

Background

Kate Sullivan has requested a Conditional Use Permit (CUP) on behalf of Impact 7 for development of additional multi-family residential units on their property at 522 Chapple Avenue, zoned Mixed Residential/Commercial (MRC). An additional fifteen (15) residential units are being proposed, with nine (9) units of new construction, townhome-style housing on the northern portion of the lot, and conversion of the existing Wilmarth Mansion into six (6) residential units. Rents will range from $920 to $1,178 per month for the new three-bedroom townhome units, and $664 to $1,178 for the Wilmarth Mansion units, which will include one, two, and three-bedroom units. The overall project will also include renovation of the existing eighteen (18) residential units in the Robert Holmes Villa (attached to the Wilmarth Mansion), for a total anticipated project cost of approximately $7.5 million.

This Conditional Use Permit (CUP) would be contingent upon approval of a final Site Plan by the Planning Commission. If the applicant is unable to meet City development requirements, including but not limited to off-street parking, impervious surface coverage, snow storage, etc., then the development would not move forward. Impact 7 will be applying for Housing Tax Credits through Wisconsin Housing and Economic Development Authority (WHEDA), and is requesting a CUP at this time to meet the permissive zoning requirement of the tax credit application.

Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

1. **Consistency with Comprehensive Plan.** The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. The plan recommends that the City take actions to provide new housing opportunities and diversify the housing stock within the city, particularly near the core downtown. The proposed increase of residential density through a mix of new construction and adaptive reuse of a historic building is in line with the plan's recommendations for infill development.
.
2. **Compatibility.** The proposed use is compatible with the surrounding mixed residential and commercial uses, contingent upon Site Plan approval to demonstrate that parking and traffic demands can be safely and efficiently

met. The property is surrounded by single- and two-family residential uses to the west and south, with the area transitioning towards more commercial and higher density residential uses to the north (Bargain Hut, Ashland Arms housing) and directly east (Daniel Kimball Villa). The additional residential density proposed would also be compatible with the site's proximity to the downtown, as well as the 5th Street Corridor pedestrian trail directly north of the site.

3. **Importance of Services to the Community.** The need for new, quality housing has been identified as a community need through the Comprehensive Plan (2017) and City of Ashland Housing Report (2018), and identified as a strategic goal by City Council. The City's housing report makes it clear that there is a demand for all types of housing, including affordable and market rate rentals. The mixed market rate/affordable rent structure outlined for the proposed development would serve both of these needs, and help to diversify the existing near-downtown residential offerings.

4. **Neighborhood Protections.** The requested multi-family residential use will require neighborhood protections to ensure that the increased residential density would not create adverse traffic, parking, stormwater management, and/or snow storage impacts on surrounding properties. Though not legally required, Planning and Development staff will send information on the final proposed site plan to neighboring properties for feedback on this major residential development. This will ensure that neighborhood input and protections are prioritized throughout the planning process.

5. **Conformance with Other Requirements:** The development must conform to all other provisions of the UDO, including the intent of the zoning district(s) in which the property is located.

Review Recommendation

Staff recommends APPROVAL of the Conditional Use Permit contingent upon the following conditions:

- Approval of Site Plan by City Planning Commission

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a decision. The required Class 2 public hearing notice was given, and letters were sent to property owners within 200 feet of the proposed development.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

DRAFT City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, December 1, 2020 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: Matt Mackenzie, John Beirl, Ana Tochterman, David Mettille, Laurie Gregor, Katie Gellatly, Mayor Lewis

Committee Members Absent:

Staff Present: Megan McBride, Lucas Phillips

Mayor Lewis opened the meeting at 6:30 p.m.

Agenda

1) **Approval of Agenda**

Motion to approve the agenda by John Beirl, seconded by Ana Tochterman. Passed unanimously.

2) **Consent Agenda**

Motion to approve the minutes from the October 20, 2020 Plan Commission meeting by Laurie Gregor. Seconded by Ana Tochterman. Passed unanimously.

3) **Public Comment (non-agenda items)**

None

4) **Action Items**

a) Public Hearing regarding Conditional Use Permit to allow up to fifteen (15) additional multi-family residential units at 522 Chapple Avenue, zoned Mixed Residential/Commercial (MRC). Applicant: Impact 7

Motion to go into Public Hearing by Matt Mackenzie. Seconded by David Mettille. Passed unanimously.

Megan McBride provided background regarding the Class 2 Public Hearing notice that was submitted for this Conditional Use Permit for consideration, fulfilling the legal obligations. The Conditional Use Permit is coming forward at this time to allow Impact 7 to apply for a WHEDA tax credit which has a deadline in December. The proposed development would have townhomes on the property, and additional housing units developed inside of the Wilmarth Mansion itself.

No public comments were received during the meeting, and Megan McBride stated that she did not receive any comments prior to the meeting from any neighbors or community members.

Katie Gellatly asked what is currently in the Wilmarth Mansion building, and Megan McBride stated that it is currently a mixture of office space and event space. The entirety of the property will be converted to residential units.

Mayor Lewis asked if the rent range stated in the packet will be eligible for a sliding scale based on income. Kate Sullivan from Impact 7 stated that the units will be eligible for scaled rents based on WHEDA standards. Mayor Lewis asked who would manage the new construction, and Kate Sullivan answered that Impact 7 currently manages the units on that lot, and would continue to manage the new and existing units.

Megan McBride provided information regarding the Conditional Use Permit and the additional density that would be created on this site. She explained that the development would still be contingent on a Site Plan approval.

Matt Mackenzie asked if there is a setback required on this property due to its proximity to the Tri-County Corridor, and Megan McBride answered that it has a 30 foot setback from the Corridor, that is accounted for on their current plans. Megan McBride stated that their primary concerns lay in providing enough off-street parking and snow storage.

Lauren Dahl from C&S stated that she has been working with Impact 7 and the City to provide funding incentives to make the development feasible, as well as maintain the historic integrity of the Wilmarth Mansion and compatibility with the surrounding housing.

Ana Tochterman questioned the amount of parking that is accounted for in the plan – she noticed that there appears to be one parking space per housing unit. Megan McBride explained that this has been an ongoing discussion, and there is the potential to share parking between the housing at this site and the neighboring Senior Center, which does not have a need for overnight parking.

Ana Tochterman asked if this housing would be eligible for housing vouchers, and Michael Carlson from Impact 7 stated that it would absolutely be eligible for the voucher program, and Impact 7 has extensive experience working with these programs.

Mayor Lewis asked if the proposed development was contingent on being awarded tax credits this year. Michael Carlson answered that the tax credits do impact the design of the development, but their “fallback position” would be to combine state and historic tax credits, as well as other federal credits that would allow for restoration and adaptive reuse of the Wilmarth Mansion and the attached Robert Homes Villa.

Motion to go out of Public Hearing by David Mettille. Seconded by Ana Tochterman. Passed unanimously.

Matt Mackenzie stated that he feels like the development fits nicely into the area, and is well situated within the City. He stated a desire to keep operations residential at that building, and a need to ensure that there is enough parking for the tenants.

Mayor Lewis spoke in favor of the development, particularly the good management that has historically been in place at this property, and how well the residential development will fit in to that part of the City, with its proximity to downtown and the Corridor trail.

Motion to approve the Conditional Use Permit by Ana Tochterman. Seconded by Matt Mackenzie. Passed unanimously.

5) Discussion Items

a) Discussion of 2021 meeting schedule

Megan McBride wanted to check in with Commission members to ensure that the current dates and times of the meetings are still good with the members. No concerns were expressed, so the meeting times will continue to be every other Tuesday at 6:30 pm as needed.

6) Announcements/Reports/Comments/Questions

a) Updates on zoning and code updates related to green infrastructure and water quality

Megan McBride provided updates regarding the ongoing process of updating the waterfront code updates. She stated that they received a proposal from Greif in response to the City's RFP, and that this was the only proposal received. She stated that she is excited for Greif's Public Input process, which allows for more accessible input gathering from the public. She stated that this will probably be starting in the beginning of January. There will likely be a joint meeting between the Plan Commission and Sustainability Committee with the consultants.

Mayor Lewis asked for clarification regarding if these code updates will be rolled out across the whole city, or only parts. Megan answered that the code updates are focused on waterfront districts, including zoning in the Oredock Upland area, as well as providing incentives to promote green infrastructure.

b) Updates on public input and development process for Timeless Timber site

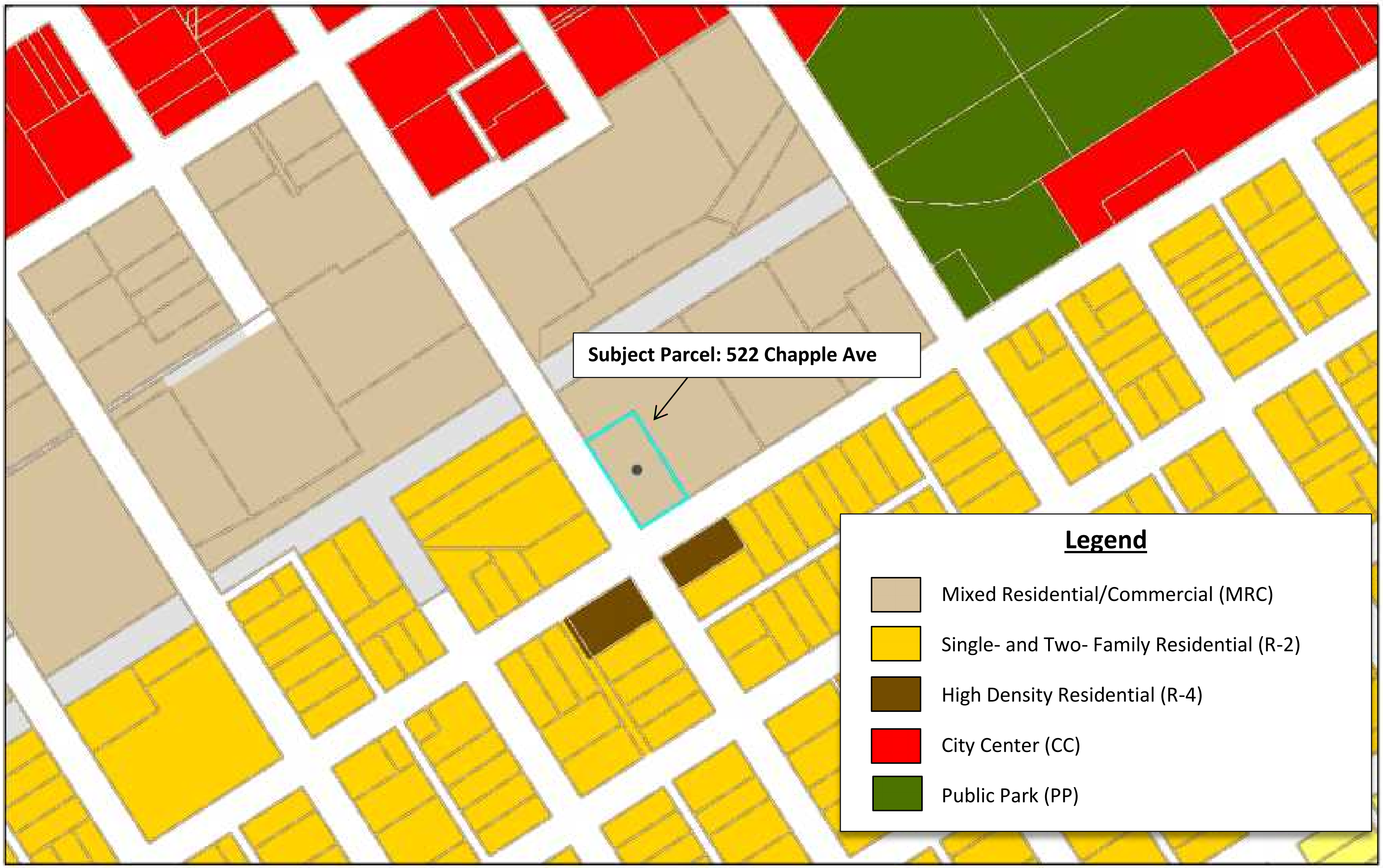
Megan McBride explained that she had sent out over 70 information packets to neighbors of the Timeless Timber redevelopment site, and will have a synthesis of the responses received that will be brought to Plan Commission as well as City Council. February is the deadline for the development agreement to be in place.

John Beirl asked about the status of the Copper Cup development off of Stuntz, and Megan McBride answered that they are moving forward in the spring – the delay has mostly been due to land surveyors in the area being very busy, but the Copper Cup developers are working on the Site Plan.

7) Adjournment

Meeting was adjourned at 7:07 pm. Minutes done by Lucas Phillips.

522 Chapple Avenue Zoning Map



522 Chapple Ave Aerial Map

9/10/2020, 7:18:27 PM

Lines

Override 1

Parcel Mapping

Parcel Labels

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

Department of Public Works Engineering

SUBJECT: **Approve 2021 Property Insurance Carrier and Renewal Quote, and 2021 General Liability, Linebacker, Law Enforcement Liability, Data Compromise and Cyber Security, Government Crime/Fidelity ISO, Business Auto, Workers Compensation, and Commercial Umbrella Insurance Carrier and Renewal Quote *(Clerk)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Finance Director

EXHIBITS:

1. EMC Renewal declaration 2021
2. MPIC Renewal Quote 2021

EXPENDITURES REQUIRED:

Property Insurance - MPIC*	$ 78,224.00
General Liability - EMC Insurance	$ 286,893.00
	$ 365,117.00

*Quote is not final

AMOUNT BUDGETED: $362,587 2021 City-wide budgets

APPROPRIATION REQUIRED: $-0- See summary statement for ($2,530) budget variance **

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 30, 2020 that EMC Insurance Companies, and Municipal Property Insurance Company (MPIC) are 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:

The City of Ashland has been provided property insurance by Municipal Property Insurance Company (MPIC), and general liability, linebacker, law enforcement liability, data compromise, government crime/fidelity ISO, business auto, workers compensation, and commercial umbrella insurance (general liability) by EMC Insurance through Great Lakes Insurance Agency.

The renewal quote received from MPIC is an 8.2% increase over 2020 at $78,224. This increase can be attributed to the addition of builders' risk for the new policy facility construction, and the re-evaluation done in early 2020 which increased replacement values for contractor equipment and property in the open. It was determined to maintain the low deductible amounts for buildings, personal property, and property in the open as this proved to be to the City's advantage in 2020 when compensated for claims. The attached Renewal Quote from MPIC includes the premium for equipment breakdown for $7,352.00. This option will be removed from the renewal quote as the City contracts with Travelers for this coverage, making the total annual premium $78,224. *This quote is not final although minimal difference is expected.

The general liability insurance renewal quote from EMC Insurance is a 13.22% increase from 2020 at $286,893. The increase is a combination of updating the City's vehicles through the vehicle lease program and the claims of the City paid by EMC. The premium for general liability insurance may vary throughout the year due to, as an example, personnel and position changes, and future claims and vehicle adjustments.

**It is anticipated that the departments budget-to-actual expenditure variances over the next year will cover the slight shortfall of $2,530 and that overall the actual expense will be lower than the budgeted amount within the 2021 budgets.

Staff explored multiple options for insurance companies and agents going into FY 2018, and it is anticipated for staff to review traditional and nontraditional renewal options for FY 2022.

Council is asked to approve to renew the city's property insurance policy with MPIC, and the general liability insurance policy with EMC Insurance through Great Lakes Insurance Agency, for 2021 as recommended.

EMC INSURANCE

EMC Insurance Companies
PO Box 327
Brookfield, WI 53008-0327
www.emcins.com

CITY OF ASHLAND
601 MAIN ST W
ASHLAND, WI 54806-1537
01/01/2021 to 01/01/2022
Prepared on 11/05/2020
Quote Valid Through 01/01/2021

Account Summary

Quote Account Number: X316181
Option 002
Prior Account Number: 4X44910

General Liability (Occurrence) (D-04)		$	18,659.00
Linebacker - Claims Made (J-02)		$	8,967.00
Law Enforcement Liability (G-02)		$	8,648.00
CyberSolutions (Q-01)		$	992.00
Data Compromise and Identity Recovery Premium	736.00		
Cyber Premium	256.00		
Govt Crime/Fidelity ISO Package (F-01)		$	413.00
Business Auto (E-03)		$	38,899.00
Workers Compensation (H-01)		$	194,528.00
Commercial Umbrella (K-06)		$	15,787.00
Total Account Premium Estimate		**$**	**286,893.00**

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Great Lakes Insurance Agency
124 Main St W
Ashland, WI 54806-1636
715-682-2086

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5000094_Q-2
Agent Larry Passint

Named Insured and Principal Address:

City of Ashland
City Hall
601 West Main
Ashland, WI 54806

Contact:

Denise Oliphant
715-682-7071

Policy Period: 12:01 am 01/01/2021 to 01/01/2022

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	2,500	79,053,128	0.0759	60,003
Contractors Equipment - New Replacement Cost	10,000	4,434,243	0.1785	7,915
Contractors Equipment valued under $25,000	10,000	705,049	N/A	0
Business Income **Schedule Attached**	5,000	500,000	0.0326	163
Builders Risk **Schedule Attached**	2,500	1,732,424	0.0855	1,481
Builders Risk valued under $2,500,000 **Schedule Attached**	2,500	2,500,000	N/A	0
Monies & Securities **Schedule Attached**	2,500	20,000	0.4748	100
Bridges **Schedule Attached**	2,500	146,845	0.0641	100
Great Lakes and Rivers Pier and Wharf - Replacement Coverage **Schedule Attached**	50,000 / 25%	1,995,577	0.4482	8,944
Equipment Breakdown With Sewer, Water for Municipality or Other Entity	2,500	79,053,128	0.0093	7,352
Manual Charge $10,000 Deductible applies to Ore Dock ($4,103,072 TIV) and KIYI Dock - 300' X 40' ($1,922,232 TIV).	10,000	6,025,304	0.0679	-482

Total Annual Premium **$85,576**

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

DECLARATIONS

Policy #	5000094_Q-2
Replaces Policy #	240054
Agent	Larry Passint

Item I. Named Insured and Principal Address:

City of Ashland
City Hall
601 West Main
Ashland, WI 54806

Contact:

Denise Oliphant
715-682-7071

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 01/01/2021, and expires at 12:01 A.M., 01/01/2022.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	2,500	79,053,128	0.0759	60,003
Contractors Equipment - New Replacement Cost	10,000	4,434,243	0.1785	7,915
Contractors Equipment valued under $25,000	10,000	705,049	N/A	0
Business Income **Schedule Attached**	5,000	500,000	0.0326	163
Builders Risk **Schedule Attached**	2,500	1,732,424	0.0855	1,481
Builders Risk valued under $2,500,000 **Schedule Attached**	2,500	2,500,000	N/A	0
Monies & Securities **Schedule Attached**	2,500	20,000	0.4748	100
Bridges **Schedule Attached**	2,500	146,845	0.0641	100
Great Lakes and Rivers Pier and Wharf - Replacement Coverage **Schedule Attached**	50,000 / 25%	1,995,577	0.4482	8,944
Equipment Breakdown With Sewer, Water for Municipality or Other Entity	2,500	79,053,128	0.0093	7,352
Manual Charge $10,000 Deductible applies to Ore Dock ($4,103,072 TIV) and KIYI Dock 300' X 40' ($1,922,232 TIV).	10,000	6,025,304	0.0679	-482

Total Annual Premium **$85,576** **Billed to Insured**

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form	Edition Date	Description
MPIC-001	10-2020	Municipal Property Insurance Company Policy
MPIC-002Q	09-2020	Municipal Property Insurance Company Policy Quote
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open
MPIC-006	04-2019	Joint Loss Agreement Endorsement
MPIC-008	04-2019	Cap Of Losses From Certified Acts Of Terrorism
MPIC-101	04-2019	Business Income Endorsement
MPIC-201	04-2019	Monies And Securities Endorsement
MPIC-203	10-2020	Pier and Wharf Replacement Coverage Endorsement
MPIC-205	10-2020	Pedestrian Bridge Coverage Endorsement
MPIC-300	01-2020	Contractors Equipment New Replacement Cost Coverage Endorsement
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-507	01-2017	Equipment Breakdown Protection Coverage Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	04-2019	Leased Property Coverage

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Business Income	
Blanket Business Income - Blanket BI	500,000
	500,000
Builders Risk	
414 11TH AVENUE WEST - NEW POLICE DEPARTMENT FACILITY	4,232,424
414 11TH AVENUE WEST - NEW POLICE DEPARTMENT FACILITY	2,500,000
	4,232,424
Great Lakes and Rivers Pier and Wharf - Replacement Coverage	
PRENTICE PARK - Boardwalk, Accessible Trail	7,696
MEMORIAL PARK - WOODEN BOARDWALK	18,487
PRENTICE PARK - OBSERVATION DECK	7,878
LOOKOUT PARK - OBSERVATION DECK	5,777
MARINA - "A" DOCK	347,262
MARINA - B DOCK	302,725
MARINA - C DOCK	427,408
MARINA - FIXED DOCK FUEL AND PUMPOUT	26,470
BAYVIEW PARK - FIXED DOCK	105,880
BAYVIEW PARK - BAYVIEW PIER	630,240
MARINA PARK - WOODEN BOARDWALK	57,877
MEMORIAL PARK - WOODEN BOARDWALK	57,877
	1,995,577
Monies & Securities	
City Hall - City Hall	20,000
	20,000

Bridges	
Prentice Park - Wooden Bridge	7,773
Prentice Park - Wooden Bridge, 12'X5'	2,836
Prentice Park - Wooden Bridge, 20X4'	3,781
Prentice Park - Trail Bridge	132,455
	146,845

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
1		***VAUGHN LIBRARY***					
	1	VAUGHN LIBRARY 502 2ND STREET WEST ASHLAND WI 54806	1890	3	26,647	$4,385,525	$1,537,848
		VAUGHN LIBRARY (1) Total				**$4,385,525**	**$1,537,848**
2		***LANDFILL***					
	1	LEACHATE COLLECTION SUMP WOODBURY LANE ASHLAND WI 54806	1997	1	0	$76,048	$0
	2	MONITORING WELLS WOODBURY LANE ASHLAND WI 54806	1980	1	0	$265,751	$0
	3	SIMPLEX LEACHATE COLLECTION SUMP WOODBURY LANE ASHLAND WI 54806	1997	1	0	$184,660	$0
	4	STORAGE BUILDING WOODBURY LANE ASHLAND WI 54806	1970	1	576	$21,218	$3,848
		Property in the open					$35,444
		LANDFILL (2) Total				**$547,677**	**$39,292**
3		***PUBLIC WORKS FACILITY***					
	1	PUBLIC WORKS GARAGE 2020 6TH STREET EAST ASHLAND WI 54806	1996	1	28,224	$4,645,709	$620,360
	2	SALT SHED 2020 6TH STREET EAST ASHLAND WI 54806	1998	1	704	$48,108	$0
	3	STORAGE BUILDING 2020 6TH STREET EAST ASHLAND WI 54806	1998	1	7,200	$338,859	$93,600
		Property in the open					$86,238
		PUBLIC WORKS FACILITY (3) Total				**$5,032,676**	**$800,198**
4		***PRENTICE PARK***					
	1	CONCESSION STAND JUNCTION ROAD ASHLAND WI 54806	1994	1	256	$18,907	$2,704
	2	GRINDER STATION 3097 JUNCTION ROAD ASHLAND WI 54806	2001	1	0	$12,709	$0
	3	KIOSK (5'X4' WD SIGN UND ROOF) JUNCTION ROAD ASHLAND WI 54806	0	0	0	$3,991	$0

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	4	PARK GARAGE 3097 JUNCTION ROAD ASHLAND WI 54806	1965	1	4,000	$149,576	$83,200
	5	PICNIC PAVILION JUNCTION ROAD ASHLAND WI 54806	0	0	0	$37,289	$0
	6	PICNIC PAVILION JUNCTION ROAD ASHLAND WI 54806	0	0	0	$8,403	$0
	7	RESTROOMS JUNCTION ROAD ASHLAND WI 54806	1984	1	476	$110,081	$2,704
	8	STORAGE BUILDING JUNCTION ROAD ASHLAND WI 54806	1984	1	96	$4,096	$0
	9	STORAGE SHED - DEER YARD JUNCTION ROAD ASHLAND WI 54806	1988	1	160	$13,445	$1,040
	10	WOODEN BOARDWALK W/TOWER JUNCTION ROAD ASHLAND WI 54806	0	0	0	$94,325	$0
		Property in the open					$248,104
		PRENTICE PARK (4) Total				**$452,822**	**$337,752**
5		***AIRPORT***					
	1	AIRPORT MAINTENANCE GARAGE 10511 STATE HIGHWAY 112 ASHLAND WI 54806	1975	1	2,800	$220,584	$96,824
	2	Electric Vault 50511 STATE HIGHWAY 112 ASHLAND WI 54806	2013	1	180	$46,112	$82,680
	3	HANGAR 105511 STATE HIGHWAY 112 ASHLAND WI 54806	1965	1	2,800	$217,117	$10,400
	4	LOG TERMINAL 105511 STATE HIGHWAY 112 ASHLAND WI 54806	1989	1	2,193	$462,281	$93,600
		Property in the open					$1,127,920
		AIRPORT (5) Total				**$946,094**	**$1,411,424**
6		***PENN PARK***					
	1	DUGOUTS, CEMENT BLOCK WILLIS AVE & 9TH STREET ASHLAND WI 54806	0	0	0	$6,932	$0
	2	PENN PARK RESTROOMS & CONCESSI	1972	1	336	$49,473	$3,640

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		WILLIS AVE & 9TH STREET ASHLAND WI 54806					
		Property in the open					$35,293
		PENN PARK (6) Total				**$56,405**	**$38,933**
7		***MASLOWSKI BEACH***					
	1	PICNIC PAVILION LAKESHORE DRIVE ASHLAND WI 54806	0	0	0	$23,003	$0
	2	RESTROOMS LAKESHORE DRIVE ASHLAND WI 54806	1996	1	684	$150,942	$3,744
		Property in the open					$19,748
		MASLOWSKI BEACH (7) Total				**$173,945**	**$23,492**
8		***CITY HALL***					
	1	CITY HALL 601 MAIN STREET WEST ASHLAND WI 54806	1892	3	19,559	$3,485,017	$644,800
	2	STORAGE / MAINTENANCE 601 MAIN STREET WEST ASHLAND WI 54806	1988	1	80	$3,781	$2,184
		CITY HALL (8) Total				**$3,488,798**	**$646,984**
9		***BEASER FIRE HALL***					
		BEASER FIRE HALL (9) Total				**$0**	**$0**
10		***BEASER PARK***					
	1	BEASER PARK CONCESSION BUILDIN 601 BEASER PARK ASHLAND WI 54806	1978	1	280	$20,587	$3,016
	2	DUGOUTS 601 BEASER PARK ASHLAND WI 54806	0	0	0	$26,470	$0
	3	PICNIC PAVILION 602 BEASER AVENUE ASHLAND WI 54806	0	0	0	$3,781	$0
	4	STORAGE BUILDING 601 BEASER AVENUE ASHLAND WI 54806	1976	1	256	$16,176	$2,808
		Property in the open					$69,326
		BEASER PARK (10) Total				**$67,014**	**$75,150**
11		***MARINA***					
	1	"A" DOCK 300 ELLIS AVE N	0	0	0	$347,262	$0

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		ASHLAND WI 54806					
	2	B DOCK 300 ELLIS AVE N ASHLAND WI 54806	0	0	0	$302,725	$0
	3	C DOCK 300 ELLIS AVE N ASHLAND WI 54806	0	0	0	$427,407	$0
	4	FIXED DOCK FUEL AND PUMPOUT 300 ELLIS AVE N ASHLAND WI 54806	0	0	0	$26,470	$0
	5	LIFT WELL 301 ELLIS AVENUE SOUTH ASHLAND WI 54806	2006	1	0	$67,330	$0
	6	MARINA BUILDING N ELLIS AVENUE ASHLAND WI 54806	1988	1	864	$86,237	$8,112
	7	STORAGE SHED 300 ELLIS AVE N ASHLAND WI 54806	2006	1	192	$16,176	$4,576
	8	STORAGE SHED 2 300 ELLIS AVE N ASHLAND WI 54806	1998	1	120	$3,151	$2,808
		Property in the open					$1,378,860
		MARINA (11) Total				**$1,276,758**	**$1,394,356**
12		***EAST END SKATING RINK***					
	1	EAST END WARMING HOUSE 507 17TH AVENUE EAST ASHLAND WI 54806	1984	1	392	$32,982	$5,408
		Property in the open					$79,095
		EAST END SKATING RINK (12) Total				**$32,982**	**$84,503**
13		***KREHER PARK***					
	1	GAZEBO 200 PRENTICE AVENUE NORTH ASHLAND WI 54806	0	0	0	$3,781	$0
	2	PICNIC PAVILION 200 PRENTICE AVENUE NORTH ASHLAND WI 54806	0	0	0	$22,268	$0
	3	RV DUMPING STATION 200 PRENTICE AVENUE NORTH ASHLAND WI 54806	1991	1	0	$73,317	$0
	4	SUNSET PARK BUILDING 310 PRENTICE AVE N ASHLAND WI 54806	1976	1	1,100	$155,984	$12,272

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Property in the open					$157,875
		KREHER PARK (13) Total				**$255,350**	**$170,147**
14		***HODGKINS PARK***					
	1	BROADCAST BOOTH 11TH AVE E & 7TH STREET ASHLAND WI 54806	1980	1	48	$3,781	$0
	2	CLUB HOUSE 11TH AVE E & 7TH STREET ASHLAND WI 54806	1979	1	1,440	$121,006	$0
	3	DUGOUTS, CEMENT BLOCK 11th AVE E & 7TH STREET ASHLAND WI 54806	0	0	0	$39,705	$0
	4	HODGKINS PARK CONCESSION STAND 11TH AVE E & 7TH STREET ASHLAND WI 54806	1980	1	221	$16,281	$4,784
	5	HODGKINS PARK STORAGE SHED 11TH AVE E & 7TH STREET ASHLAND WI 54806	1980	1	64	$4,096	$936
		Property in the open					$496,104
		HODGKINS PARK (14) Total				**$184,869**	**$501,824**
15		***BAYVIEW PARK***					
	1	FIXED DOCK US HIGHWAY 2 EAST ASHLAND WI 54806	0	0	0	$105,880	$0
	2	LIFEGUARD STORAGE BUILDING US HIGHWAY 2 EAST ASHLAND WI 54806	1980	1	500	$42,016	$2,808
	3	PICNIC PAVILION US HIGHWAY 2 EAST ASHLAND WI 54806	0	0	0	$26,365	$0
	4	RESTROOMS AT BAYVIEW PARK US HIGHWAY 2 EAST ASHLAND WI 54806	1980	1	476	$124,997	$2,704
		Property in the open					$731,183
		BAYVIEW PARK (15) Total				**$299,258**	**$736,695**
16		***BAY CITY PARK***					
	1	GAZEBO NA ASHLAND WI 54806	0	0	0	$3,781	$0
		BAY CITY PARK (16) Total				**$3,781**	**$0**
17		***MARINA PARK***					

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	1	GAZEBO-16'DIA OCTAGON SHAPE NA ASHLAND WI 54806	0	0	0	$16,911	$0
		Property in the open					$74,298
		MARINA PARK (17) Total				**$16,911**	**$74,298**
18		***ELLIS SCHOOL PARK***					
		Property in the open					$48,528
		ELLIS SCHOOL PARK (18) Total				**$0**	**$48,528**
19		***MEMORIAL PARK***					
	1	BANDSHELL NA ASHLAND WI 54806	0	0	0	$97,792	$0
		Property in the open					$141,699
		MEMORIAL PARK (19) Total				**$97,792**	**$141,699**
20		***MENARD PARK***					
	1	GAZEBO NA ASHLAND WI 54806	0	0	0	$4,621	$0
		MENARD PARK (20) Total				**$4,621**	**$0**
21		***LOOKOUT PARK***					
		Property in the open					$9,244
		LOOKOUT PARK (21) Total				**$0**	**$9,244**
22		***LOCOMOTIVE PARK***					
		Property in the open					$91,385
		LOCOMOTIVE PARK (22) Total				**$0**	**$91,385**
23		***RESIDENCE-WATER STREET***					
	1	Residence [821 Water Street] 821 Water Street ASHLAND WI 54806	1957	1	1,240	$104,199	$0
		RESIDENCE-WATER STREET (23) Total				**$104,199**	**$0**
24		***WATER TREATMENT PLANT***					
	1	ARTISIAN JUMP WELL BUILDING 1207 WATER STREET ASHLAND WI 54806	1895	1	5,654	$1,628,645	$0
	2	LOW LIFT BUILDING 1207 WATER STREET ASHLAND WI 54806	1962	1	328	$323,943	$0
	3	WAREHOUSE 1207 WATER STREET	1990	1	1,200	$52,835	$17,160

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		ASHLAND WI 54806					
	4	WATER MICROFILTRATION BUILDING 1207 WATER STREET ASHLAND WI 54806	2001	1	4,750	$3,589,321	$20,800
		Property in the open					$37,814
		WATER TREATMENT PLANT (24) Total				**$5,594,744**	**$75,774**
25		***STORAGE TANK***					
	1	WATER TOWER 2000 BEASER AVENUE ASHLAND WI 54806	1999	1	0	$1,638,203	$0
		Property in the open					$10,504
		STORAGE TANK (25) Total				**$1,638,203**	**$10,504**
26		***OFFICE-LEASED***					
	1	COMMUNITY HEALTH CENTER 719 E MAIN STREET ASHLAND WI 54806	1908	3	7,001	$892,840	$15,600
		OFFICE-LEASED (26) Total				**$892,840**	**$15,600**
27		***6TH AVENUE LIFT STATION***					
	1	LIFT STATION 601 LAKESHORE DRIVE ASHLAND WI 54806	1952	1	1,477	$558,287	$0
		6TH AVENUE LIFT STATION (27) Total				**$558,287**	**$0**
28		***STUNTZ AVENUE LIFT STATION***					
	1	LIFT STATION 1100 WATER STREET EAST ASHLAND WI 54806	1952	1	0	$185,710	$0
		STUNTZ AVENUE LIFT STATION (28) Total				**$185,710**	**$0**
29		***27TH AVENUE LIFT STATION***					
	1	LIFT STATION 2614 LAKESHORE DRIVE ASHLAND WI 54806	1952	1	392	$299,258	$0
		27TH AVENUE LIFT STATION (29) Total				**$299,258**	**$0**
30		***PARK LANE LIFT STATION***					
	1	LIFT STATION 4410 PARK LANE ASHLAND WI 54806	1981	1	0	$151,467	$0
		PARK LANE LIFT STATION (30)				**$151,467**	**$0**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Total					
31		***LAKE PARK ROAD LIFT STATION***					
	1	LIFT STATION 3005 LAKE PARK ROAD ASHLAND WI 54806	1981	1	0	$126,678	$0
		LAKE PARK ROAD LIFT STATION (31) Total				**$126,678**	**$0**
32		***CIVIC CENTER***					
		Property in the open					$7,353
		CIVIC CENTER (32) Total				**$0**	**$7,353**
33		***WASTEWATER TREATMENT PLANT***					
	1	ADMINISTRATION BUILDING 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	12,373	$4,319,875	$124,800
	2	COLD STORAGE 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	2,170	$244,428	$130,000
	3	LIFT STATION 1701 KNIGHT ROAD ASHLAND WI 54806	1999	1	3,533	$1,142,730	$0
	4	LIQUID SLUDGE STORAGE TANK (ADD03) 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	5,945	$2,083,888	$0
	5	OXIDATION DITCH & CLARIFIER NORTH (ADD02) 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	9,331	$3,541,738	$0
	6	OXIDATION DITCH & CLARIFIER SOUTH (ADD01) 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	9,775	$3,664,950	$0
	7	PRETREATMENT AND BLOWER 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	3,965	$2,822,214	$0
	8	RETENTION BASIN (ADD04) 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	131,846	$78,780	$0
	9	RETENTION BASIN LIFT STATION 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	644	$296,212	$0
	10	SITE DRAINAGE LIFT STATION 1901 KNIGHT ROAD	1992	1	0	$163,127	$0

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		ASHLAND WI 54806					
	11	SLUDGE CAKE STORAGE 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	12,840	$986,220	$0
	12	UNDERDRAIN LIFT STATION 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	0	$92,750	$0
	13	UV BUILDING 1901 KNIGHT ROAD ASHLAND WI 54806	1992	1	1,381	$619,210	$0
		Property in the open					$161,446
		WASTEWATER TREATMENT PLANT (33) Total				**$20,056,122**	**$416,246**
34		***MAIN LIFT STATION***					
	1	MAIN LIFT STATION 314 NORTH 11TH AVENUE EAST ASHLAND WI 54806	1991	1	3,801	$2,470,330	$0
		Property in the open					$40,125
		MAIN LIFT STATION (34) Total				**$2,470,330**	**$40,125**
35		***BAYFRONT LIFT STATION***					
	1	LIFT STATION 401 N PRENTICE AVENUE EAST ASHLAND WI 54806	1991	1	0	$101,678	$0
		BAYFRONT LIFT STATION (35) Total				**$101,678**	**$0**
36		***30TH AVENUE LIFT STATION***					
	1	LIFT STATION 100 30TH AVENUE EAST ASHLAND WI 54806	1970	1	0	$161,971	$0
		30TH AVENUE LIFT STATION (36) Total				**$161,971**	**$0**
37		***PEARSON PARK***					
	1	PICNIC PAVILION, LARGE, CENTER NA ASHLAND WI 54806	0	0	0	$10,188	$0
	2	PICNIC PAVILION, LARGE, EAST NA ASHLAND WI 54806	0	0	0	$10,609	$0
	3	RESTROOM 40 N 6TH AVE W ASHLAND WI 54806	2010	1	308	$80,880	$0
	4	WOOD FRAME PICNIC PAVILION NA	0	0	0	$18,382	$0

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		ASHLAND WI 54806					
		Property in the open					$236,550
		PEARSON PARK (37) Total				**$120,059**	**$236,550**
38		***DISPATCH CENTER***					
	1	DISPATCH CENTER 221 7TH STREET EAST ASHLAND WI 54806	2003	1	900	$42,541	$11,960
		DISPATCH CENTER (38) Total				**$42,541**	**$11,960**
39		***TURNER ROAD LIFT STATION***					
	1	PACKAGE LIFT STATION 200 TURNER ROAD ASHLAND WI 54806	1982	1	0	$220,163	$0
		TURNER ROAD LIFT STATION (39) Total				**$220,163**	**$0**
40		***25TH AVENUE LIFT STATION***					
	1	LIFT STATION 25TH AVENUE EAST ASHLAND WI 54806	1978	1	0	$106,825	$0
		25TH AVENUE LIFT STATION (40) Total				**$106,825**	**$0**
41		***BOOSTER STATION***					
	1	BEASER BOOSTER STATION 1101 BINSFIELD ROAD ASHLAND WI 54806	1999	1	1,000	$488,330	$0
	2	STANDPIPE 1101 BINSFIELD ROAD ASHLAND WI 54806	1972	1	2,376	$1,417,724	$0
		Property in the open					$23,634
		BOOSTER STATION (41) Total				**$1,906,054**	**$23,634**
42		***CENTRAL RAILYARD PARK***					
	1	BRETTING COMMUNITY CENTER 400 4TH AVENUE WEST ASHLAND WI 54806	2000	1	16,554	$3,095,213	$258,232
	2	PARK PAVILION, 962 SF 400 4TH AVENUE WEST ASHLAND WI 54806	0	0	0	$60,713	$0
	3	PAVILION / CONCESSION STAND 400 4TH AVENUE WEST ASHLAND WI 54806	2005	1	1,942	$224,470	$15,184
	4	STORAGE SHED 400 4TH AVENUE WEST ASHLAND WI 54806	2004	1	80	$6,722	$3,120

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - 79,053,128

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Property in the open					$471,525
		CENTRAL RAILYARD PARK (42) Total				**$3,387,118**	**$748,061**
43		***Ore Dock***					
		Property in the open					$4,116,097
		Ore Dock (43) Total				**$0**	**$4,116,097**
44		***PITO / CE***					
		Property in the open					$1,958,996
		PITO / CE (44) Total				**$0**	**$1,958,996**
45		***Fire Station***					
	1	Fire Station 215 6TH STREET EAST ASHLAND WI 54806	2015	1	21,310	$4,655,792	$303,680
		Fire Station (45) Total				**$4,655,792**	**$303,680**
46		***TIMELESS TIMBER***					
		Property in the open					$57,772
		TIMELESS TIMBER (46) Total				**$0**	**$57,772**
47		***KIYI DOCKING FACILITY CE***					
	1	KIYI DOCK - 300' X 40',W/ELEC SVC NA ASHLAND WI 54806	0	0	0	$1,922,232	$0
		Property in the open					$82,036
		KIYI DOCKING FACILITY CE (47) Total				**$1,922,232**	**$82,036**
48		***POLICE DEPARTMENT***					
		POLICE DEPARTMENT (48) Total				**$0**	**$0**
49		***STREETS & SIDEWALKS PITO***					
		Property in the open					$759,439
		STREETS & SIDEWALKS PITO (49) Total				**$0**	**$759,439**

Building Subtotal	$62,025,549
Contents Subtotal	$4,233,944
Property in the Open Subtotal	$12,793,635
Building, Contents and PITO Total	$79,053,128

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
2	***LANDFILL***		
	ELECTRICAL PANEL BOXES		$5,928
	FENCE,CHAINLINK OVER 6FT.		$4,097
	FENCE,CHAINLINK OVER 6FT.		$9,349
	FENCE,CHAINLINK UNDER 6FT.		$10,819
	FUEL PUMP		$5,252
	LANDFILL (2) TOTAL		**$35,444**
3	***PUBLIC WORKS FACILITY***		
	FENCE, CHAINLINK >6' W/ SECR GT		$25,525
	FUEL TANK,ABOVE GRD		$17,332
	FUEL TANK,ABOVE GRD		$17,332
	FUEL TANK,ABOVE GRD		$17,332
	GAS PUMPS		$8,718
	PUBLIC WORKS FACILITY (3) TOTAL		**$86,238**
4	***PRENTICE PARK***		
	BARBEQUE,STEEL		$7,983
	W11-2 Solar Powered Pedestrian Crossing Lights		$16,701
	WOODEN BRIDGE		$7,773
	WOODEN BRIDGE, 12'X5'		$2,836
	WOODEN BRIDGE, 20X4'		$3,781
	Boardwalk, Accessible Trail		$7,696
	FENCE, CHAINLINK OVER 6 FT.		$2,808
	OBSERVATION DECK		$7,878
	PLAYSTRUCTURE		$48,949
	SPWING 2 Bay 4 Swing		$2,206
	STEEL PICNIC TABLES		$5,147
	TRAIL BRIDGE		$132,455
	Trail Edge Protection Fence		$1,891
	PRENTICE PARK (4) TOTAL		**$248,104**
5	***AIRPORT***		
	ABOVEGROUND FUEL TANK		$2,731
	VOR/DME-HIGH FREQ NAV EQUIP		$10,189
	Fencing, 8' Ornamental		$28,676
	FENCING, CHAINLINK		$793,472
	GAS PUMP		$5,252
	GATES/LIGHTING/VIDEO SURVEILLANC		$84,137
	LIGHT BEACON TOWER, 12'X12' BA		$53,150
	NDB-LOW FREQUENCY NAV EQUIP		$25,315
	RUNWAY LIGHTS-(MED INTENSITY)		$84,557
	UNDERGROUND FUEL TANK		$40,440
	AIRPORT (5) TOTAL		**$1,127,920**
6	***PENN PARK***		
	BLEACHER,WOOD		$5,252
	FENCE,CHAINLINK UNDER 6FT.		$18,277

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	OUTDOOR LIGHTING		$4,832
	SCOREBOARD,MED		$6,933
	PENN PARK (6) TOTAL		**$35,293**
7	***MASLOWSKI BEACH***		
	HISTORICAL MARKER		$4,622
	OUTDOOR LIGHTING		$5,462
	STEEL PICNIC TABLES		$3,886
	WISHING WELL W/PLAQUE		$5,777
	MASLOWSKI BEACH (7) TOTAL		**$19,748**
10	***BEASER PARK***		
	BACKSTOP		$6,512
	FENCE,CHAINLINK OVER 6FT.		$19,748
	FENCING - WOOD, UNDER 6 FEET IN HE		$5,882
	OUTDOOR LIGHTING 15'/1LMP		$2,941
	Playworld Systems Play Pod (Small)		$17,437
	SCOREBOARD,MED		$6,933
	WOODEN BLEACHERS		$9,874
	BEASER PARK (10) TOTAL		**$69,326**
11	***MARINA***		
	FIRE HYDRANT		$5,252
	UTILITY PEDESTALS, QUAD 30 or 50 A		$78,885
	N YARD ARM		$12,920
	NAVIGATIONAL LIGHT TOWER		$13,865
	STEEL SHEETPILE BULKHEAD EAST SIDE		$1,118,571
	STREET LIGHTING		$10,924
	TANK, FUEL OIL BELOW GROUND		$16,806
	TANK, WATER, BELOW GROUND, CONCRETE		$72,268
	TANK,FUEL OIL BELOW GRND		$16,806
	TOKHEIM TWIN FUEL DISPENSER W/100'		$32,562
	MARINA (11) TOTAL		**$1,378,860**
12	***EAST END SKATING RINK***		
	FENCE,CHAINLINK OVER 6FT.		$9,349
	OUTDOOR LIGHTING		$14,496
	TENNIS COURT, DOUBLE		$55,251
	EAST END SKATING RINK (12) TOTAL		**$79,095**
13	***KREHER PARK***		
	BARBEQUE,STEEL		$3,992
	EMERGENCY ALARM BOX		$7,668
	FENCING, CHAINLINK 6'		$5,042
	FLAGPOLE		$3,571
	OUTDOOR LIGHTING		$88,549
	PLAYSTRUCTURE, PLASTIC		$49,054

Site	Description	Quantity	New Cost of Replacement
	KREHER PARK (13) TOTAL		**$157,875**
14	***HODGKINS PARK***		
	ADVERTISING SIGNS		$41,071
	Playworld Systems Play Pod (Small)		$13,550
	SCOREBOARD,MED		$6,933
	WOODEN PLAY STRUCTURE W/2BELT		$27,626
	BACKSTOP		$6,512
	BLEACHER,WOOD		$26,260
	BLEACHER,WOOD		$26,260
	BRICK PILLARS		$23,004
	FENCE,CHAINLINK OVER 6FT		$74,158
	FLAGPOLE, STEEL		$10,294
	FOUL POLES		$5,777
	OUTDOOR LIGHTING		$234,659
	HODGKINS PARK (14) TOTAL		**$496,104**
15	***BAYVIEW PARK***		
	BAYVIEW PIER		$630,240
	WOODEN GUARD POST W/ROPINGS		$4,412
	BENCH,PARK WOOD		$4,202
	DRINKING FOUNTAIN		$4,202
	EVENT POWER PANEL EAST		$5,882
	EVENT POWER PANEL WEST		$4,622
	FENCE,WOOD UNDER 6FT.		$13,235
	OUTDOOR LIGHTING		$13,550
	PLAYSTRUCTURE, PLASTIC		$46,953
	STEEL PICNIC TABLES		$3,886
	BAYVIEW PARK (15) TOTAL		**$731,183**
17	***MARINA PARK***		
	GAZEBO 16' DIA OCTAGON SHAPE		$16,421
	WOODEN BOARDWALK		$57,877
	MARINA PARK (17) TOTAL		**$74,298**
18	***ELLIS SCHOOL PARK***		
	Challengers Playstructure - Large		$40,230
	HISTORICAL MARKER		$4,622
	OUTDOOR LIGHTING		$3,676
	ELLIS SCHOOL PARK (18) TOTAL		**$48,528**
19	***MEMORIAL PARK***		
	BENCH,PARK WOOD		$15,756
	ORNAMENTAL STEEL FENCE		$37,079
	TELESCOPE, COIN OPERATED		$3,676
	VETERAN'S MEMORIAL		$8,823
	WOODEN BOARDWALK		$57,877
	WOODEN STEPS TO BOARDWALK		$18,487

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	MEMORIAL PARK (19) TOTAL		**$141,699**
21	***LOOKOUT PARK***		
	OBSERVATION DECK		$5,777
	STONE MONUMENT W BRASS PLAQUE		$3,466
	LOOKOUT PARK (21) TOTAL		**$9,244**
22	***LOCOMOTIVE PARK***		
	BALDWIN LOCOMOTIVE		$23,004
	FLAGPOLE W/MONUMENT		$3,361
	ROOF ABOVE LOCOMOTIVE		$20,168
	WOODEN WROUGHT IRON BENCHES		$3,361
	WROUGHT IRON FENCING		$41,491
	LOCOMOTIVE PARK (22) TOTAL		**$91,385**
24	***WATER TREATMENT PLANT***		
	FENCE,CHAINLINK OVER 6FT.		$27,836
	FENCE,CHAINLINK UNDER 6FT.		$9,979
	WATER TREATMENT PLANT (24) TOTAL		**$37,814**
25	***STORAGE TANK***		
	FENCE,CHAINLINK OVER 6FT.		$10,504
	STORAGE TANK (25) TOTAL		**$10,504**
32	***CIVIC CENTER***		
	FENCE, CHAINLINK 8'CIVIC C.		$7,353
	CIVIC CENTER (32) TOTAL		**$7,353**
33	***WASTEWATER TREATMENT PLANT***		
	FENCE, CHAINLINK OVER 6'		$48,739
	TNK,DIESEL B/G		$72,583
	TNK,UNLEADED B/G		$40,125
	WASTEWATER TREATMENT PLANT (33) TOTAL		**$161,446**
34	***MAIN LIFT STATION***		
	TNK,DIESEL,B/G MN LIFTSTATION		$40,125
	MAIN LIFT STATION (34) TOTAL		**$40,125**
37	***PEARSON PARK***		
	28' LUMINAIRES AND POLES		$53,675
	ORNAMENTAL HANDRAIL		$3,781
	ORNAMENTAL HANDRAIL, STEEL		$5,462
	ORNAMENTAL STEEL FENCE		$39,600
	PICNIC PAVILION, SMALL, WEST		$9,559
	PICNIC TABLE, METAL FRAME, WOOD COV		$1,366
	TRASH RECEPTACLE		$6,933

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	WOOD STAIRCASE, 75 FT		$27,310
	ARCH SIGN LARGE		$19,642
	ARCH SIGN SMALL		$14,496
	BENCH, PARK, STEEL		$22,058
	BIKE RACK		$7,353
	BOLLARD, RESTRICTIVE ACCESS POLES		$2,311
	EVENT POWER PEDESTAL		$7,878
	FENCING - WOOD, UNDER 6 FEET IN HE		$9,138
	LIGHTING W/ 45' FLAG POLE		$5,987
	PEARSON PARK (37) TOTAL		**$236,550**
41	***BOOSTER STATION***		
	FENCING, CHAINLINK		$23,634
	BOOSTER STATION (41) TOTAL		**$23,634**
42	***CENTRAL RAILYARD PARK***		
	ADA CHAIR SWING		$2,206
	SKATE BOARD RAMPS		$183,925
	TENNIS COURT, DOUBLE		$60,503
	TOT LOT EQUIPMENT		$29,411
	BACKSTOP		$6,512
	BATTING CAGE		$4,202
	BLEACHERS, WOOD		$3,992
	DUGOUT, WOOD FRAME		$15,966
	FENCE, TENNIS COURT		$17,122
	FENCING, CHAINLINK		$27,415
	LIGHTING, TENNIS		$34,243
	PLAYSTRUCTURE, PLASTIC, LARGE		$86,028
	CENTRAL RAILYARD PARK (42) TOTAL		**$471,525**
43	***Ore Dock***		
	8 ft Chain Link Security Fence with 10 ft Gate		$3,992
	Ore Dock		$4,103,072
	Private Aid To Navigation		$9,033
	Ore Dock (43) TOTAL		**$4,116,097**
44	***PITO / CE***		
	BENCH, ALUMINUM		$14,180
	WATER FOUNTAIN (ELLIS & MAIN)		$38,235
	BENCH,PARK WOOD		$18,907
	BLEACHER,ALUMINUM		$7,878
	FIRE ALARM BOXES		$255,352
	FIRE HYDRANT		$1,327,390
	LIGHTING, OUTDOOR 14'		$38,865
	LIGHTING, STREET DECORATIVE 19'		$50,734
	STREET LIGHTING, DECORATIVE		$163,127
	STREET LIGHTS, DECO, 21', 2 LAMP		$44,327
	PITO / CE (44) TOTAL		**$1,958,996**

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
46	***TIMELESS TIMBER***		
	SCALE, FAIRBANKS		$57,772
	TIMELESS TIMBER (46) TOTAL		**$57,772**
47	***KIYI DOCKING FACILITY CE***		
	Decorative Metal Fence		$48,108
	Decorative Street Light Pole & Fixt		$19,012
	Marine Power/Water/Cable/Phone Pede		$11,344
	Signal Flag Pole/Mast		$3,571
	KIYI DOCKING FACILITY CE (47) TOTAL		**$82,036**
49	***STREETS & SIDEWALKS PITO***		
	IN PAVEMENT LIGHTED CROSSWALKS		$8,403
	LIGHTING, STREET		$526,250
	LIGHTING, STREET		$44,957
	SIGN, ASHLAND GRANITE		$71,322
	SIGN, ASHLAND GRANITE		$64,915
	TRAFFIC SIGNAL, FULLY ACTUATED		$12,710
	TRAFFIC SIGNAL, SEMI ACTUATED		$30,882
	STREETS & SIDEWALKS PITO (49) TOTAL		**$759,439**
PROPERTY IN THE OPEN TOTAL			**$12,793,635**

CONTRACTOR'S EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
1975 WAUSAU R4512-HWAUSAU 12 FT SNOW PLOW	$14,690
1979 MASSEY FERGUSON 30BFRONT END LOADER	$14,194
1986 SWEEPSTER LHSWEEPSTER 6'	$7,257
1988 SULLAIR 1750DPQSULLAIR COMPRESSOR	$17,792
1989 CLARK C25BCLARK FORK LIFT	$6,988
1990 Homemade 12 footBox Snow Plow	$10,060
1990 JOHN DEERE 212550 HORSEPOWER TRACTOR	$49,432
1990 JOHN DEERE 624E53 LOADER	$214,910
1990 McKenzie 12 footReversible Head Plow	$10,060
1990 Western 7 footStraight Blade	$3,018
1991 FIELD GYMMY SM17013 SLUDGE TRUCK (DRY)	$292,361
1992 JOHN DEERE 275563 TRACTOR/LOADER	$40,150
1992 JOHN DEERE 644 E50 FRONT END LOADER	$287,795
1992 WACKER BS60YWACKER JUMPING JACK	$4,838
1993 CH&E 4 inchPortable Pump	$10,060
1993 JOHN DEERE 310D64 WHEEL LOADER W/HOE	$80,795
1993 SNO-GO MP3D43 SNOW BLOWER ATTACHMENT	$104,209
1994 JOHN DEERE 544G52 FRONT END LOADER	$225,882
1996 JOHN DEERE 544G51 FRONT END LOADER	$225,882
1997 JOHN DEERE 650G43 DOZER CRAWLER	$268,247
1998 Falls 12 footPlow Wing	$10,060
1998 JOHN DEERE 770H41 GRADER	$297,095
1999 JOHN DEERE 25065 SKIDSTEER	$31,925
1999 MCKENZIE 9-JD624PLOW WING JD624	$9,033
1999 SHERWIN BA1369LINELAZER STRIPING PAINT MACHINE	$7,198
1999 VERMEER 1230A77 BRUSH CHIPPER	$31,740
2000 ARTIC CAT BEAR CAT 550SNOWMOBILE	$8,111
2000 Craigs 10 footSnow Wing	$10,060
2000 Falls 10 footSnow Wing	$10,060
2000 JOHN DEERE 770CH40 GRADER	$297,095
2000 McKenzie ###Snow Wing	$10,060
2000 McKenzie 12 footReversible Head Plow	$10,060
2000 Monroe 11 footReverable Head Plow	$10,060
2000 Monroe 11 footReversible Head Plow	$10,060
2000 Monroe 12 foot #2Reversable Head Plow	$10,060
2000 Monroe 12 footPlow Wing	$10,060
2000 Monroe 12 footReversible Head Plow	$10,060
2000 Towmaster 14 footUtility	$5,030
2000 Towmaster 14 footUtility #2	$5,030
2000 Trenchbox GME-LSP7Trenchbox	$5,030
2000 WIC T8HP88 BALE CHOPPER	$8,309
2001 Bomag BW120Tandem Ride On Roller	$8,551
2001 Landa PGDC-4 30021E Culvert Steamer	$5,799
2002 Boss VV Plow	$7,042
2002 JOHN DEERE JD144512 72" DECK MOWER	$16,898
2002 POLARIS SPORTSMAN 500ATV	$8,564
2002 TRAVEL LIFT TRAVEL LIFT	$224,432
2003 WINDMARK ICE ANGEL IVAIR BOAT	$162,213
2004 DURA PATCHER 125DJT81 SPRAY PATCHER	$63,497
2004 Hitachi 160 Excavator	$83,799
2004 Katolight ###Generator 2 units	$25,150

CONTRACTOR'S EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2004 LOFTNESS 1082HLOFTNESS SNOWBLOWER	$38,522
2004 MB COMPANIES, INC 3600PUSHED SWEEPER	$43,332
2004 Monroe V-box Salt Sander MSPV 96-32-50/304 01-06-8460	$1,500
2004 NEW HOLLAND 7614DETACHABLE LOADER BUCKET/LIFT FRAME	$13,559
2004 NEW HOLLAND TV145NEW HOLLAND, SER: RVS622874	$123,346
2004 WAUSAU R3612H12 FT PLOW BLADE	$16,948
2004 WOODS 1800015 FT ROTARY MOWER	$14,690
2005 1400LOAD TRAILER	$5,788
2005 STEPP SMT1000ETANK W/TRAILER	$25,415
2006 Boss VV Plow	$7,042
2006 LEICA TPS1200TOTAL STATION	$48,948
2006 MONROE 40PPRE-WET SYSTEM 1831	$3,869
2006 MONROE DFPW-9PLOW WING 1831	$9,354
2006 MONROE MF-5SCRAPER 1831	$9,140
2006 MONROE MP48R12-15CTHEAD PLOW 1831	$10,214
2006 MONROE RDS-120-86SALT/SANDER SPREADER BOX	$33,350
2006 NEW HOLLAND 918HMOWER, FLAIL	$4,670
2007 Bobcat ###Brush Forks	$3,521
2007 BOBCAT 1163FORK ATTACHMENT	$1,829
2007 HENDERSON MARK THREEHAULING EQUIPMENT(END DUMP)	$34,203
2007 KUBOTA 72" FRONT MOWER,SIDE DISCHRG T2880FMOWER	$15,561
2008 JD 12 inchFrost Bucket	$3,018
2008 JOHN DEERE 310SJBACK HOE TO 310SJ 166915	$119,898
2008 R&D 36 inchDitching Bucket	$3,018
2010 Boxx 9 foot 2 inchV Plow	$7,042
2010 Cherrington Beachcleaner 3000 Screener (RB)Beach Groomer	$57,346
2010 Rex ###Valve Turner	$5,030
2011 Elgin Pelican SE (NS2360D)Street Sweeper	$257,409
2011 John Deere 323D Skid Loader, Serial # 1T0323DKCBG204502	$50,000
2011 KUBOTA F3080; RCK72PKUBOTA FRONT MOWER, W/SIDE DISCHARG	$18,015
2012 Allied Hyd.Hyd. Plate Compactor	$10,060
2012 Boss 8 foot 2 inchV Plow	$7,042
2013 Frontier RC208484" Rotary Cutter	$3,493
2013 John Deere X32048 inch Deck Lawnmower	$3,622
2013 Physio Control (5 each) LifePak15Portable Heart Monitor/Defib	$185,348
2013 Trimble GEO 7XGPS w/Rangefinder	$14,888
2014 Erskine 84 (1053621)Snow Plow attachment for Skid Steer	$3,846
2014 Erskine Erskine Stump (1053255)Stump Grinder attachment for skid Steer	$4,453
2014 John Deere 320E (1T0320EMEEJ274103)John Deere Skid Steer	$59,014
2014 John Deere BA72 (1T0BA72XJE0000306)Angle Broom attachment for Skid Steer	$4,858
2014 John Deere SB72H-High Flow (1T0SB72HKC0000033)snowblower attachment for Skid Steer	$7,894
2014 Receiver for line locator	$2,997
2015 Aries New Pathfinder Pipeline Inspection System for 6" pipe & larger PE3410, TR3300, PR3300, PC1040, COMPUTER/GIS MODULE, VL5000 OVERLAY, GEN SET, WASH DOWNPipeline Camera System	$102,076
2015 Backhoe Mount Hyd Hammer for 310G	$1,058
2015 Coats RC-55Tire Changer	$5,030
2015 Rotary 18000Jack Stands 18000 lbs. (2)	$2,515
2015 Rotary MCHW418U100Four Mobile Column Lifts	$53,101
2015 Spaulding RMV 4-ton Hot Patcher	$45,185
2015 Stanley IIIHyd Breaker	$15,090

CONTRACTOR'S EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2016 Boxx T16' Triple Edge Box Plow	$6,300
2016 Western VV Plow	$7,042
2017 Curb & Gutter Machine	$3,984
2017 Erskine 84" V Plow	$3,775
2017 GeoMax Survey GPS unit w/ Leica Radio Modem	$14,145
2017 Husquvarna Walk-behind Concrete Saw	$7,000
2017 Hydraulic Adjustable Box Grader	$4,992
2017 JD 1550 Front Mower 72" Side discharge	$15,670
2017 JD 1550 Front Mower 72" Side discharge	$15,670
2017 JD310SL Backhoe/Loader	$108,000
2017 JOHN DEERE TRACTOR: VIN:1PY5075ECHH401759	$43,141
2017 Locator-10W LCD Display & Clamp TX series RD10TX10	$2,959
2017 Monroe 17' Salt Truck Box	$19,819
2017 Viring 72" RWR72 Power Rake	$7,000
2018 Atlas Copco Air Compressor G7 10-HP	$5,246
2018 Roadsode Disk Mower Attachment	$3,500
Monroe Truck Attachment - Plow	$10,527
Monroe Truck Attachment - Pre-West System	$4,586
Monroe Truck Attachment - Scraper	$9,788
Monroe Truck Attachment - Wing	$10,132
unknown Airco 39017-S9Portable Welder	$18,108
CONTRACTOR'S EQUIPMENT TOTAL	**$4,434,243**

MUNICIPAL PROPERTY INSURANCE COMPANY

TABLE OF CONTENTS

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of "Contractors Equipment".

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, ”buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

A. “Buildings” and structures listed on the Statement of Values.

B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.

C. Personal property you own or are legally responsible for insuring.

D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to $10,000 per “occurrence”. However, this $10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:

1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.

2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.

F. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:

1. To extract "pollutants" or "contaminants" from land or water; or

2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or

3. For asbestos cleanup, removal or abatement.

G. The cost to repair or replace foundations of "buildings", structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

The most we will pay for any "occurrence" under this section is $100,000.

H. The cost of excavation, grading or filling related to an "occurrence", the most we will pay under this coverage is $50,000.

I. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to $500 for any one tree, shrub, or plant and $1,000 for lawn damage up to a maximum of $5,000 per "occurrence"

J. "Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of $25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the $25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

K. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost "valuable records"; and

2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

   We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is $500. The coverage limit for each "occurrence" is $10,000.

M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is $10,000.

N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of $10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

1. Your insured premises; or

2. Replacement premises; or

3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.

P. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.

Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of your "building" when loss of or damage to the cable is caused by a "covered" peril.

R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:

1. Contamination by a refrigerant; or

2. Temperature change due to:

   a. Mechanical breakdown or failure of refrigeration systems;

   b. Burning out of electric motors;

   c. Blowing of fuses or circuit breakers;

   d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or

   e. Complete or partial lack of power to operate the refrigeration systems.

S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of $5,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a "covered" "building" or structure caused by enforcement of or compliance with any ordinance or law that:

a. Requires the demolition of parts of the same “building” or structure not damaged by an insured peril;

b. Regulates the construction or repair of “buildings” or structures, or establishes zoning or land use requirements at the described premises; and

c. Is in force at the time of loss or damage.

2. The following conditions apply to this coverage and must be met before we will make payment:

a. You must actually repair or replace the “covered” property; and

b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.

3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.

5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:

a For a "historical building":

1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.

b For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.

6. If the property is not repaired or replaced, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the “actual cash value” of the “covered” property at the time of the loss or damage.

7. We will not pay for the cost of compliance with any ordinance or law that requires:

a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,

b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled “Buildings” and “Property in the Open”.

For unscheduled "buildings" and “Property in the Open” not on the Statement of Values, coverage will be provided up to $1,000,000 for a covered loss.

It is a condition of this coverage that the “buildings” and “Property in the Open” be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled “building” or “Property in the Open” back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings and "Property in the Open" unscheduled; or

2. The insured could have discovered with reasonable diligence that the "buildings and "Property in the Open" had unintentionally been left unscheduled.

This provision does not apply to “buildings” or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O.in this policy.

U. Electronic data processing equipment, “electronic data” and “computer programs” consisting of the following:

   1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;

   2. Your “electronic data”, “computer programs” and similar property of others for which you are legally liable.

   3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to “electronic data”.

   4. We will also pay for:

      a. Expenses necessary to research and recreate lost “electronic data”;

      b. Expense for copying lost “electronic data” from available secondary sources.

   5. We will not cover:

      a. “Electronic data” or “computer programs” which cannot be replaced with others of the same kind or quality;

      b. Losses caused by errors, omissions, or negligence in processing or copying; or,

      c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

   We will reimburse you up to $25,000 at each premises for charges of each fire department involved in containing a fire or other “covered” loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

   We will pay up to $5,000,000 for your expense to clean up, abate, or remove from “covered” property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

   1. The discharge, dispersal, or release must occur as a result of a covered peril.

   2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.

   3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.

4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Police Dogs and Horses.

Police dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For police dogs and horses that are destroyed, we will pay for the cost to replace the dog or horse and the cost of any necessary training.

2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. But we will not pay the cost of treatment and care to treat and prevent disease. It is not the intent to provide mortality or sickness coverage for causes outside the scope of duties of the police dog or horse.

   The maximum amount we will pay per police dog or horse is the lesser of $25,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the police dog or horse. A deductible of $1,000 will apply to this coverage on a per "occurrence" basis.

Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is $50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is $100,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".

2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:

   a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;

   b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and

   c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.

3. We will pay no more than $25,000 for each "covered" loss under Paragraph 2. We will pay no more than $50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than $25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.

4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage.** We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

   If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph **B. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than $50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.

2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:

   a. $50,000;

   b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or

   c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.

3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

   The most we will pay under this Coverage is $5,000,000 per policy period.

DD. "Pollutants" or "Contaminants". We will pay no more than $2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is $2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a $1,000 deductible per occurrence regardless of any other applicable deductible.

FF. “Buildings” and structures, including property contained within a “building” or structure, “vacant” for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or “water damage”, unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils “covered”, loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and “Property in the Open” within 1,000 feet of the "vacant" building.

GG. We will pay not more than $5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
   a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or “volcanic action” that results from a Volcanic Eruption; or
   b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. The Reinsurer will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

SECTION V – PROPERTY NOT “COVERED”

The following are not “covered” property unless specifically added or endorsed to this policy:

A. Land, water, crops, and standing or cut timber, wherever located.

B. Cost of excavation, grading or filling not related to an “occurrence”.

C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a “covered” “building” or structure, except underground and buried pipes, flues or drains that are:

1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or

2. Part of a geothermal heating and cooling system.

D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a “covered” “building” or structure, except for bridges that are:

1. Bridges used exclusively for pedestrian traffic.

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.

F. Railroads, meaning trackage, beds, ties and railroad bridges.

G. Aircraft, except for drones, and vehicles licensed for road use.

H. Animals and livestock, except for police dogs and horses.

I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

J. Overhead or suspended transmission, distribution, or conductor lines of all types.

SECTION VI – LOSSES EXCLUDED

A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; “malicious programming”; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.

2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.

3. Dishonest or criminal act committed by you or any “employee(s)” acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss”, we will pay for the loss or damage caused by that "specified causes of loss”.

4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:

a. This exclusion does not apply:

1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or

2) To chemical damage to glass;

b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.

5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:

   a. Fire;

   b. Combustion explosion; or

   c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.

6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.

7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

   EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

8. Animal or insect nesting, infestation, or waste.

9. Any loss arising out of any act committed:

   a. By or at the direction of an insured; and

   b. With the intent to cause a loss.

10. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

   1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.

   2. Wet rot, dry rot, or “fungus”. But we will pay for loss or damage caused by:

      a. “specified causes of loss” that resulted from wet rot, dry rot or “fungus”;

      b. fire; or

      c. lightning.

      For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**

4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**

5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

   EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure.

6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.

7. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:

   1. The policy limits of your coverage under this agreement.

   2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.

   3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

   4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.

      a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".

      b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or

      c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.

B. With respect to a "historical building", our liability for "covered" loss or damage shall not exceed the lesser of the following amounts:

   1. The policy limits of your coverage under this agreement.

   2. If the "historical building" is a total loss:

a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.

3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.

4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

   a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value."

   b. If "you" receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or.

   c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.

C. The most we will pay for diminution of value to property caused by "cosmetic damage" from a "covered" peril, shall not be more than 5% of the "actual cash value" of the damage, subject to the following:

1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.

2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.

3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

A. **Other Insurance**. If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;

2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,

3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or

4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

D. **Change in Use or Occupancy**. If your use or occupancy of any “building” or structure “covered” by this policy changes, you must notify “us” of such change in use or occupancy at renewal.

E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to “covered” property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged “covered” property; and/or

2. Retain salvage rights to the damaged “covered” property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and

2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage component, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee**:

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. **Duties In The Event Of Loss or Damage**

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage including a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

8. Cooperate with us in the investigation or settlement of the claim.

9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

A. “Actual cash value” means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.

B. “Builders risk property” means:

    1. “Buildings”, structures or “Property in the Open” in the course of construction;

    2. “Building materials”;

    3. Foundation of a “building”, structure or “Property in the Open” in the course of construction;

    4. Addition to an existing “building”, structure or “Property in the Open”;

    5. Temporary structures built or assembled on the premises”, including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the “builders risk property”; and

    6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.

C. “Building” or “buildings” means:

    1. Any structure that exhibits two or more of the following characteristics;

a. Structural walls and roof covering

b. Some form of permanent foundation (post, block, slab or sub-grade)

c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)

2. Completed additions;

3. Permanently installed fixtures, machinery and equipment;

4. Communication towers 100 feet or greater in height;

5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;

6. Lift stations, wells or pumping locations;

7. Permanent water storage tanks and towers;

8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;

9. Gas reduction or odorizing stations; or

10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.

E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.

F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.

G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.

H. "Covered" means insured by us under this policy.

I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.

J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.

K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.

L. “Fine Arts” means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.

M. “Flood” means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:

1. Overflow of inland or tidal waters; or

2. Unusual and rapid accumulation or runoff of surface waters from any source; or

3. Mudflow; or

4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.

O. “Historical building” means any “building” or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.

P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.

Q. “Money” means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).

R. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.

S. “Operations” means the performance of your functions and duties at the insured premises.

T. “Property in the Open” means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.

U. “Pollutants” means largely undesirable substances, irritants, “contaminants”, chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.

V. “Replacement Cost” means the cost to repair or replace (new) the property with like kind and quality.

W. “Securities” means all negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.

X. “Sinkhole collapse” means the abrupt settlement, systematic weakening or collapse of the land supporting a covered “building” that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered “building” or its foundation.

Y. “Specified causes of loss” means the following: aircraft; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; “sinkhole collapse”; smoke; vandalism; vehicles; volcanic action;

"water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.

Z. "Vacant" means:

1. If you are a tenant, a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".

2. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".

   "Buildings", units, suites or structures under construction or renovation are not considered "vacant".

   A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".

   Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.

AA. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".

BB. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the $25,000 provided in **Section IV.J**:

- Airport Equipment
  - Aircraft Servicing Equipment
  - Fire Fighting Equipment
  - Snow Removal Equipment
- Asphalt/Concrete Plants
- All-Terrain Vehicles
- Augerminer
- Back Hoes
- Boats/Motors
- Booster Heaters
- Boring Machines
- Brush Burners
- Cement Mixers
- Chippers
- Choppers
- Compaction Equipment Pneumatic
  - Rollers
  - Steel Wheel Rollers
  - Tamping Compactors
  - Vibratory Compactors
- Concrete Saws
- Conveyors
- Core Drill
- Cranes
- Crack Melter
- Crushing & Aggregate
- Discs
- Ditchers
- Draglines
- Drones
- Earth Moving Equipment
  - Crawler Loaders
  - Loader - Backhoes
  - Motor Graders
  - Motor Scrapers
  - Rubber-Tired Loaders
  - Wheel Tractors
- End Loader Type
- Equipment Derricks
- Equipment Excavating
- Excavators
- Farm Equipment
  - Balers
  - Combines
  - Cultivators
  - Harvesters
  - Haybines
  - Planters
  - Spreaders
- Forklifts
- Golf Carts
- Grinders
- Hauling Equipment (off Highway)
  - End Dumps
  - Hoisting Machines
  - Honey Wagons
- Hydraulic Breaker
- Lake Treatment Equipment
  - Barges
  - Lake Sprayers
  - Weed Harvesting Equipment
- Leaf Suckers
- Lifts
- Loaders
- Mowers
- Mulchers
- Painting Machines
- Paving Equipment
  - Base Plants
  - Finishers
  - Distributors
  - Mixers
  - Profilers
  - Plants
  - Rippers
  - Screeners
  - Spreaders
  - Surge Bins
  - Scarafiers
  - Asphalt Heaters
  - Tar Kettles
  - Tumblers
  - Transit Mixers
- Personal Watercraft
- Pile Driving Equipment
- Pipeline Equipment
- Plow Blades
- Plow Wings
- Portable Equipment
  - Compactors
  - Compressors
  - Excavators
  - Generators
  - Pumps
  - Scales
  - Stages
  - Tanks
  - Turbines
  - Water Blaster
- Pulvi-Mixers
- Railroad Equipment
  - Railroad Cars
  - Railroad Engines
  - Track Service Vehicles
- Road Equipment
  - Flushers
  - Graders
  - Oilers
  - Scrapers
  - Rollers
  - Sweepers
  - Spreaders
  - Shoulder Machines
- Robots
- Rock Pickers
- Road Wideners
- Sand Blasters
- Seeders
- Sewer Jetters
- Sewer Rodders
- Shovels
- Sludge Trucks
- Sludge Injectors
- Snow Grooming Equipment
- Snow Blowers
- Snowmobiles
- Sprayers
- Street Sweepers
- Stump Cutters
- Stump Pullers
- Surge Bins
- Tractors (including riding lawnmowers)
- Trailers
- Tree Movers/Planters
- Valve Operator
- *Vehicles
- Water Wagons
- Welders
- Windrow Eliminators
- Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY
JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP OF LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY
BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. **“Business Income”**

   a. We will pay for the actual loss of “business income” you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to personal “Property in the Open” or personal property in a vehicle, the described “premises” include the area within 1000 feet of the site at which the described “premises” are located.

   With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described “premises” are located, your “premises” includes:

   i. The portion of the building which you rent, lease or occupy; and

   ii. Any area within the building or on the site at which the described “premises” are located, if that area services, or is used to gain access to, the described “premises.”

   b. We will only pay for loss of “business income” that you sustain during the “period of restoration” and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

   c. This endorsement insures against all sudden and accidental direct physical loss or damage to your accounts receivable except as limited or excluded in the following sections.

2. **Perils Covered, Losses Excluded and Property Not Covered**

   See Section I-Perils Covered, Section VI- Losses Excluded, and Section V-Property Not Covered of the primary policy.

3. **Computer Related Losses**

   Coverage for “business income” does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Coverage of Computer-Related Losses Endorsement.

4. **Additional Coverages**

   a. **Expenses To Reduce Loss**

   In the event of a covered loss of “business income”, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of “business income”. The total of our payment for “business income” loss and Expenses To Reduce Loss will not be more than the “business income” loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

   b. **Civil Authority**

   In this Additional Coverage – Civil Authority, the described “premises” are “premises” to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described “premises”, we will pay for the actual loss of “business income” you sustain caused by action of civil authority that prohibits access to the described “premises”, provided that both of the following apply:

   i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described “premises” are within that area but are not more than one mile from the damaged property; and

ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described “premises” and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. **Alterations And New Buildings**

We will pay for the actual loss of “business income” you sustain due to direct physical loss or damage at the described “premises” caused by or resulting from any "covered" peril to:

i. New buildings or structures, whether complete or under construction;

ii. Alterations or additions to existing buildings or structures; and

iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described “premises” and:

1. Used in the construction, alterations or additions; or
2. Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. **Extended “Business Income”**

If the necessary "suspension" of your "operations" produces a “business income” loss payable under this policy, we will pay for the actual loss of “business income” you incur during the period that:

i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

ii. Ends on the earlier of:

1. The date you could restore your "operations", with reasonable speed, to the level which would generate the “business income” amount that would have existed if no direct physical loss or damage had occurred; or
2. 30 consecutive days after the date determined in **i.** above.

However, Extended “business income” does not apply to loss of “business income” incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described “premises” are located.

Loss of “business income” must be caused by direct physical loss or damage at the described “premises” caused by or resulting from any "covered" peril. This Additional Coverage does not apply to loss of utility services.

e. **Interruption of Computer Operations**

i. Under this Additional Coverage, "electronic data" has the meaning described under **3. Computer Related Losses.**

ii. Subject to all of the provisions of this Additional Coverage, you may extend the insurance that applies to “business income” to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.

iii. With respect to the coverage provided under this Additional Coverage, the perils "covered" are subject to the following:

1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".
2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.

iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is $2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of “premises”, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

v. This Additional Coverage – Interruption of Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in **iv.** above has not been exhausted.

5. **Coverage Extension**

You may extend the insurance provided by this endorsement as follows: NEWLY ACQUIRED LOCATIONS

a. You may extend your “business income” Coverage to apply to property at any location you acquire other than fairs or exhibitions.

b. The most we will pay for loss under this Extension is $100,000 at each location.

c. Insurance under this extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extended “business income”; or
4. Expenses to Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to “business income” losses:

1. **“Business income” Appraisal** If we and you disagree on the amount of net income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the item entitled Appraisal in **Sections VIII-CONDITIONS** of the primary policy.

2. **“Business income” Loss Determination**

a. The amount of “business income” loss will be determined based on:

i. The net income of the business before the direct physical loss or damage occurred;

ii. The likely net income of the business if no physical loss or damage had occurred, but not including any net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;

iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

iv. Other relevant sources of information, including:

1. Your financial records and accounting procedures;
2. Bills, invoices and other vouchers; and
3. Deeds, liens or contracts.

b. We will reduce the amount of your “business income” loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described “premises” or elsewhere.

c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

1. Any increase in “business income” loss, caused by or resulting from:

    a. Delay in rebuilding, repairing or replacing the property or resuming “operations”, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons: or

    b. “Suspension”, lapse or cancellation of any license, lease or contract. But if the “suspension”, lapse or cancellation is directly caused by the “suspension” of “operations”, we will cover such loss that affects your “business income” during the “period of restoration”.

2. Any other consequential loss.

E. Definitions. The following definitions are added to **Section IX- DEFINITIONS** of the primary policy.

1. “Business Income” means the:

    a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,

    b. Continuing normal operating expenses incurred, including payroll**.**

2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:

    a. In the event of a direct physical loss or damage,

        i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described “premises” and

        ii. Ends on the earlier of:

            1. The date when the property at the described “premises” should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or

            2. The date when business is resumed at a new permanent location.

4. “Suspension” means:

    a. The slowdown or cessation of your business activities; or

    b. That a part or all of the described “premises” is rendered untenantable.

5. “Virus means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY
MONIES AND SECURITIES ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage A - Loss Inside the Premises

This endorsement provides coverage to pay for loss of money, securities, and food stamps by the actual destruction, disappearance or wrongful abstraction thereof within your premises or within any banking premises or similar recognized places of safe deposit.

B. Coverage B - Loss Outside the Premises

This endorsement provides coverage to pay for loss of money, securities, and food stamps by the actual destruction, disappearance or wrongful abstraction thereof outside your premises while being conveyed by a "messenger" or any armored motor vehicle company, or while within the living quarters in the home of any "messenger".

C. Deductible See **Section II-Deductible** of primary policy.

D. Exclusions

This endorsement does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by any insured, an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to "safe burglary" or "robbery" or attempt thereat by other than an insured;
2. To loss due to:
   a. The giving or surrendering of money or securities in any exchange or purchase, or
   b. Accounting or arithmetical errors or omissions;
3. To loss of manuscripts, books of account or records;
4. Under Coverage A, to loss of money contained in coin operated amusement devices or vending machines, unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein;
5. To loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
6. To loss due to nuclear reaction, nuclear radioactive contamination, or to any act or condition incident to any of the foregoing.

E. Definitions. The following definitions apply to this endorsement:

1. "Messenger" means you or any employee of yours who is authorized by you to have the care and custody of the insured property outside the premises.
2. "Custodian" means you or any employee of yours who is authorized by you to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
3. "Robbery" means the taking of insured property (1) by violence inflicted upon a "messenger" or a "custodian"; (2) by putting him/her in fear of violence; (3) by any other overt felonious act committed in his/her presence and of which he/she was actually cognizant, provided such other act is not committed by your employee; (4) from the person or direct care and custody of a "messenger" or "custodian" who has been killed or rendered unconscious; or (5) under Coverage A. (a) from within the premises by means of compelling a "messenger" or "custodian" by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress in the premises, or (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.

4. "Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault of such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the premises.
5. "Loss" includes damage.

F. Ownership of Property; Interests Covered

The insured property may be owned by you, or held by you in any capacity whether or not you are liable for the loss thereof, or may be property as respects which you are legally liable; provided, the insurance applies only to your interest in such property, including your liability to others, and does not apply to the interest of any other person or organization in any property unless included in the insured's proof of loss.

G. Books and Records

You shall keep records of all the insured property in such manner that we can accurately determine the amount of loss.

H. Limits of Liability; Settlement Options

The limit of our liability for loss shall not exceed the applicable limit of insurance stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the "actual cash value" thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the "actual cash value" thereof at the time of loss; provided, however, the "actual cash value" of such other property held by you as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by you when making the advance or loan, nor in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of insurance stated in the declarations is the total limit of our liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

We may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with you or the owner thereof. Any property so paid for or replaced shall become our property. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. You or we, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

I. Conditions See the section **VII-Conditions** in primary policy.

J. Additional Condition

Coverage Period, Territory, Discovery - This endorsement applies only to loss which occurs during the policy period within any of the States of the United States of America, the District of Columbia, or Canada, and is discovered not later than one year from the end of the policy period.

MUNICIPAL PROPERTY INSURANCE COMPANY

PIER AND WHARF REPLACEMENT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
   a. Flood:
   b. Earthquake:
   c. Freezing or thawing; or,
   d. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, canals, seawalls, breakwaters, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
   a. Flood:
   b. Earthquake:
   c. Freezing or thawing;
   d. Impact of watercraft;
   e. The pressure or weight of ice or water whether driven by wind or not; and,
   f. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements

b The maximum coverage available under this endorsement shall not exceed the limit stated on the declarations page for this coverage

c A per occurrence deductible shall be equal to the greater of the stated flat deductible or the percentage of the total covered loss amount displayed on the Declarations Page regardless of any other deductible, covered loss or damage provisions

MUNICIPAL PROPERTY INSURANCE COMPANY

PEDESTRIAN BRIDGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

Item E. of **SECTION V – PROPERTY NOT COVERED**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001** is replaced with the following:

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden. Except for:

Bridges used exclusively for pedestrian traffic and that are scheduled specifically for this coverage are covered property with respect to damage caused by:

1. Impact of watercraft;
2. The pressure or weight of ice or water, whether driven by wind or not

MUNICIPAL PROPERTY INSURANCE COMPANY

CONTRACTORS EQUIPMENT

NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to “contractors Equipment”.

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

(1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the “replacement cost” basis in a written contract.

For “contractors equipment” on the statement of value, we will pay the current “replacement cost” at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY
COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to $25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.

B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.

C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery' caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

A. Governmental action relating to, or seizure of, the affected property.

B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.

C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

C. "Period of recovery" means the period of time that:

a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and

b. Ends on the earlier of:

i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or

ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.

c. The expiration date of this policy will not cut short the "period of recovery."

EQUIPMENT BREAKDOWN PROTECTION COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us” and “our” refer to the Municipal Property Insurance Company.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F- Definitions.

A. Coverage

1. Covered Cause of Loss

   Covered Cause of Loss is a “Breakdown” to “Covered Equipment.”

2. Coverages Provided

   The following coverages are provided; each of the following coverages is provided and apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss:

   a. Property Damage

      We will pay for direct damage to “Covered Property” located at the premises described in the Declarations.

   b. Expediting Expenses

      With respect to direct damage to “Covered Property” we will pay for the extra cost you necessarily incur to:

      (1) Make temporary repairs; and

      (2) Expedite the permanent repairs or replacement of the damaged property.

   c. Business Income And Extra Expense

      (1) We will pay:

         (a) Your actual loss of “Business Income” during the “Period of Restoration”; and

         (b) The “Extra Expense” you necessarily incur to operate your business during the “Period of “Restoration.”

            We will consider the experience of your business before the “Breakdown” and the probable experience you would have had without the “Breakdown” in determining the amount of our payment.

      (2) If you have coverage for “Business Income” and “Extra Expense” and:

(a) If you have coverage for Ordinance or Law, then the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

(b) If "Media" is damaged or "Data" is lost or corrupted, we will pay your actual loss of "Business Income" and/or "Extra Expense" during the time necessary to:

(i) Research, replace or restore the damaged "Media" or lost or corrupted "Data"; and

(ii) Reprogram instructions used in any covered "Computer Equipment."

There shall be no coverage for any "Media" or "Data" that we determine is not or cannot be replaced or restored.

Unless a higher limit is shown in the Declarations, we will pay the lesser of your actual loss of "Business Income" and/or "Extra Expense" up to 30 days after the "Period of Restoration" or $25,000.

d. Spoilage Damage

(1) We will pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:

(a) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;

(b) You must own or be legally liable under written contract for the raw materials, property in process or finished products; and

(c) The spoilage damage must be due to the lack of excess of power, light, heat, steam or refrigeration.

(2) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form. The most we will pay is $250,000 or the actual cost of the loss, whichever is less.

e. Utility Interruption

If you have coverage for Business Income And Extra Expense and/or Spoilage Damage, that coverage is extended to include loss resulting from the interruption of utility services provided all of the following are met:

(1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive;

(2) The "Covered Equipment" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to your premises; and

(3) The interruption of utility service to your premises lasts at least the consecutive period of time shown in the Declarations. Once this waiting period is met, coverage will

commence at the initial time of the interruption and will be subject to all applicable deductibles.

f. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and continues for a period not exceeding the number of days indicated in the Declarations for Newly Acquired Premises, under the following conditions:

(1) You must inform us, in writing, of the newly acquired premises as soon as practicable;

(2) You agree to pay an additional premium as determined by us;

(3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other insured premises; and

(4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

g. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increases in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown," which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of a "Breakdown":

(1) We will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;

(b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and

(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

i. The same premises or on another premises if you so elect. However, if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or

ii. Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.

(2) We will not pay for any:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance or law that:

(i) You were required to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with;

(d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or

(e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(3) If:

(a) The building or structure is damaged by a "Breakdown" that is covered under this policy;

(b) There is other physical damage that is not covered under this policy; and

(c) The building damage in its entirety results in enforcement of ordinance or law;

then we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss; meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Coverage Part even if the building has also sustained damage by a covered "Breakdown."

B. Exclusions

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property."

However, the words use and operation shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on the premises of a hospital.

2. Earth Movement

   Earth movement, including but not limited to earthquake, landslide, land subsidence, mine subsidence or volcanic action.

3. Water

   a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

   b. Mudflow or mudslide;

   c. Water damage caused by backup of sewer, drains or drainage piping; or

   d. Water damage caused by the discharge or leakage of a sprinkler system or domestic water piping.

4. Nuclear Hazard

   Nuclear reaction or radiation, or radioactive contamination, however caused.

5. War Or Military Action

   a. War, including undeclared or civil war;

   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

6. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified in a. through g. below, if not otherwise excluded in this Section B.:

   a. Steam boiler;

   b. Electric steam generator;

   c. Steam piping;

   d. Steam turbine;

   e. Steam engine;

   f. Gas turbine; or

   g. Moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.

7. Fire or combustion explosion including those that:

   a. Result in a "Breakdown";

   b. Occur at the same time as a "Breakdown"; or

c. Ensue from a “Breakdown.”

8. Explosion within the furnace of a chemical recovery type boiler or within the passage from the furnace to the atmosphere.

9. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.

10. Depletion, deterioration, corrosion, erosion, or wear and tear. However, if a “Breakdown” occurs, we will pay the resulting loss or damage.

11. A “Breakdown” that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:

    a. Aircraft or vehicles;

    b. Freezing caused by cold weather;

    c. Lightning;

    d. Sinkhole collapse;

    e. Smoke;

    f. Riot, civil commotion or vandalism; or

    g. Weight of snow, ice or sleet.

12. A “Breakdown” that is caused by Windstorm or Hail.

13. A delay in, or an interruption of any business, manufacturing or processing activity except as provided by the Business Income And Extra Expense and Utility Interruption Coverages.

14. With respect to Business Income And Extra Expense and Utility Interruption Coverages, the following additional exclusions shall apply:

    a. The business that would not or could not have been carried on if the “Breakdown” had not occurred;

    b. Your failure to use due diligence and dispatch and all reasonable means to operate your business as nearly normal as practicable at the premises shown in the Declarations; or

    c. The suspension, lapse or cancellation of a contract following a “Breakdown” extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.

15. Lack or excess of power, light, heat, steam or refrigeration except as provided by the Business Income And Extra Expense, Spoilage Damage and Utility Interruption Coverages.

16. With respect to Utility Interruption Coverage, any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:

    a. Acts of sabotage;

    b. Collapse;

    c. Deliberate act(s) of load shedding by the supplying utility;

d. Freezing caused by cold weather;

e. Impact of aircraft, missile or vehicle;

f. Impact of objects falling from an aircraft or missile;

g. Lightning

h. Riot, civil commotion or vandalism;

i. Sinkhole collapse;

j. Smoke; or

k. Weight of snow, ice or sleet.

17. Any indirect result of a "Breakdown" to "Covered Equipment" except as provided by the Business Income And Extra Expense, Spoilage Damage and Utility Interruption Coverages.

18. Neglect by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of the loss.

C. Limits Of Insurance

1. The most we will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Insurance shown in the Declarations.

2. Any payment made will not be increased if more than one insured is shown in the Declarations.

3. For each coverage in Paragraph A.2. if:

   a. INCLUDED is shown in the Declarations, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.

   b. A limit is shown in the Declarations, we will not pay more than the Limit of Insurance for each such coverage.

4. For any "Covered Equipment" that is:

   a. Used solely to supply utility services to your premises;

   b. Owned by a public or private utility;

   c. Not in your care, custody or control and for which you are legally liable; and

   d. Covered under this Coverage Form;

   the Limit of Insurance for Property Damage stated in the Declarations is deleted and replaced by the sum of one dollar.

   If you are a public or private utility, 4.b. is deleted and replaced by the following:

   b. Owned by a public or private utility other than you.

5. Unless a higher limit or INCLUDED is shown in the Declarations, the most we will pay for direct damage as a direct result of a "Breakdown" to "Covered Equipment" is $250,000 for each of the

following. The limits are part of, not in addition to, the Limit of Insurance for Property Damage or Limit per Breakdown.

a. Ammonia Contamination

The spoilage to "Covered Property" contaminated by ammonia, including any salvage expense.

b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

c. Data And Media

Your cost to research, replace or restore damaged "Data" or "Media" including the cost to reprogram instructions used in any "Computer Equipment."

d. Hazardous Substance

Any additional expenses incurred by you for the clean-up, repair or replacement or disposal of "Covered Property" that is damaged, contaminated or polluted by a "Hazardous Substance."

As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation. This coverage applies despite the operation of the Ordinance or Law Exclusion.

e. Water Damage

The damage to "Covered Property" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

6. Unless a higher limit or INCLUDED is shown in the Declarations, the most we will pay for direct damage as a direct result of a "Breakdown" to "Covered Equipment" is $25,000 for the following. The limits are part of, not in addition to, the Limit of Insurance for Property Damage or Limit per Breakdown.

Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

D. Deductibles

1. Application Of Deductibles

   We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

   Deductibles apply separately for each applicable coverage except if more than one "Covered Equipment" is involved in "One Breakdown," then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination Of Deductibles

   a. Dollar Deductible

      If a dollar deductible is shown in the Declarations, we will first subtract the deductible amount from any loss we would otherwise pay.

   b. Time Deductible

      If a time deductible is shown in the Declarations, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown." If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

E. Equipment Breakdown Protection Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions

   a. Abandonment

      There can be no abandonment of any property to us.

   b. Appraisal

      If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

      Each party will:

      (1) Pay its chosen appraiser; and

      (2) Bear the other expenses of the appraisal and umpire equally.

      If there is an appraisal, we will still retain our right to deny the claim.

c. Defense

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

d. Duties In The Event Of Loss Or Damage

(1) You must see that the following are done in the event of loss or damage to "Covered Property":

(a) Give us a prompt notice of the loss or damage. Include a description of the property involved.

(b) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(c) Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the "Breakdown" is removed. But you must take whatever measures are necessary to protect the property and premises from further damage.

(d) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(e) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(f) Cooperate with us in the investigation or settlement of the claim.

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

e. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

f. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

(1) There has been full compliance with all the terms of this Coverage Part; and

(2) The action is brought within 2 years after the date of the "Breakdown"; or

(3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into any action to determine your liability.

g. Loss Payable Clause

(1) We will pay you and the loss payee shown in the Declarations for loss due to a "Breakdown" to "Covered Equipment," as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.

(2) We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, we will mail you and the loss payee the same advance notice.

(3) If we make any payment to the loss payee, we will obtain their rights against any other party.

h. Other Insurance

(1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in Paragraph (1), we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

i. Privilege To Adjust With Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

j. Reducing Your Loss

As soon as possible after a "Breakdown" you must:

(1) Resume business, partially or completely;

(2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and

(3) Make use of every reasonable means to reduce or avert loss including:

(a) Working extra time or overtime at the premises or at another premises you own or acquire to carry on the same operations;

(b) Utilizing the property and/or services of other concerns;

(c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or

(d) Salvaging the damaged "Covered Property."

k. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

(1) Prior to a loss to your "Covered Property" or covered income.

(2) After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:

(a) Someone insured by this insurance;

(b) A business firm:

(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant.

This will not restrict your insurance.

I. Valuation

(1) We will determine the value of "Covered Property" in the event of loss or damage as follows:

(a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is the less costly; or

(b) The cost actually and necessarily expended in repairing, rebuilding, or replacing on the same site or another site whichever is the less costly;

Except we will not pay for such damaged property that is obsolete and useless to you.

(2) If:

(a) Any damaged "Covered Property" is protected by an extended warranty, or maintenance or service contract; and

(b) That warranty or contract becomes void or unusable due to a "Breakdown"; we will reimburse you for the unused costs of non-refundable, non-transferable warranties or contracts.

(3) Unless we agree otherwise in writing, if you do not repair or replace the damaged property within 24 months following the date of the "Breakdown," then we will pay only the smaller of the:

(a) Cost it would have taken to repair or replace; or

(b) Actual cash value at the time of the "Breakdown."

(4) If all of the following conditions are met, property held by you for sale will be valued at the

selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:

(a) The property was manufactured by you;

(b) The selling price of the property is more than the replacement cost of the property; and

(c) You are unable to replace the property before its anticipated sale.

(5) We will pay for loss to damaged "Data" or "Media" as follows:

(a) Replacement cost for "Data" or "Media" that are mass produced and commercially available; and

(b) The cost you actually spend to reproduce the records on blank material for all other "Data" or "Media" including the cost of gathering or assembling information for such reproduction.

However, we will not pay for "Data" or "Media" that we determine is not or cannot be replaced with "Data" or "Media" of like kind and quality or property of similar functional use.

(6) We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:

(a) For raw materials, the replacement cost;

(b) For property in process, the replacement cost of the raw materials, the labor expended and the proper proportion of overhead charges; and

(c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.

(7) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

(8) We will pay you the Actual Cash Value of any electrical transformer over 25 years old which has not been rebuilt and has been damaged by a "Breakdown." For purpose of determining Actual Cash Value, any transformer over the age of 25 but under 30 years will be depreciated 50% and transformers over 30 years will be depreciated 75%.

m. The following additional conditions apply to the Business Income and Extra Expense Coverage:

(1) Annual Reports

You must complete an Annual Report on Values Form approved by us once each year. Your reports must reach us within three months of the effective date as shown in the Declarations.

(2) Coinsurance

(a) We will not pay the full amount of any loss if:

(i) The "Business Income Actual Annual Value" at the time of loss is greater than the "Business Income Estimated Annual Value" shown in your latest report; or

(ii) Your report was received by us more than 3 months after the effective date of this coverage or the date of loss, whichever is later, in which case the "Business Income Estimated Annual Value" will be equal to zero.

(b) Instead we will determine the most we will pay using the following steps:

(i) Divide the "Business Income Estimated Annual Value" by the "Business Income Actual Annual Value" at the time of the "Breakdown";

(ii) Multiply the total amount of the covered loss of "Business Income" by the figure determined in Step (i); and

(iii) Subtract any applicable deductible from the amount determined in Step (ii).

We will pay the amount determined in Step (iii) or the Business Income and Extra Expense limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If coverage is provided for more than one premises, then this Coinsurance Condition applies separately to each premises.

2. General Conditions

a. Additional Insured

If a person or organization is designated in this Coverage Part as an additional insured, we will consider them to be an insured under this Coverage Part to the extent of their interest.

b. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Part.

c. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

(1) This Coverage Part;

(2) The "Covered Property";

(3) Your interest in the "Covered Property"; or

(4) A claim under this Coverage Part.

d. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

e. Mortgage holder

(1) The term - mortgage holder - includes trustee.

(2) We will pay for direct damage to “Covered Property” due to a “Breakdown” to “Covered Equipment” to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.

(3) The mortgage holder has the right to receive loss payment even if the mortgage holder has stated foreclosure or similar action on the “Covered Equipment.”

(4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(a) Pays any premium due under this Coverage Part at our request if you have failed to do so.

f. No Benefit To Bailee

No person or organization, other than you, having custody of “Covered Property” will benefit from this insurance.

g. Policy Period, Coverage Territory Under this Coverage Part:

(1) We cover loss or damage commencing:

(a) During the policy period shown in the Declarations; and

(b) Within the coverage territory.

(2) The coverage territory is:

(a) The United States of America (including its territories and possessions);

(b) Puerto Rico; and

(c) Canada.

h. Premium And Adjustments

You shall report to us 100% of the total insurable values at each premises every year as of the anniversary date. Premium for each anniversary will be promulgated for the ensuing period on the basis of rates in effect at the anniversary date and for all values at risk.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of twelve months after the end of the respective policy year or after cancellation of this Coverage Part.

i. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "Breakdown" to that "Covered Equipment." This can be done by delivering or mailing a written notice of suspension to:

(1) Your last known address; or

(2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment."

If we suspend your insurance, you will get a pro rata refund of premium for that "Covered Equipment." But the suspension will be effective even if we have not yet made or offered a refund.

3. Joint Or Disputed Loss Agreement

a. This condition is intended to facilitate payment of insurance proceeds when:

(1) Both a commercial property policy and this equipment breakdown protection policy are in effect;

(2) Damage occurs to Covered Property that is insured by the commercial property policy and this equipment breakdown protection policy; and

(3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.

b. This condition does not apply if:

(1) Both the commercial property insurer(s) and we do not admit to any liability; and

(2) Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.

c. The provisions of this condition apply only if all of the following requirements are met:

(1) The commercial property policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;

(2) The damage to the Covered Property was caused by a loss for which:

(a) Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or

(b) Either

(i) The commercial property insurer(s) does not admit to any liability for payment, while we contend that:

i. All liability exists under the commercial property policy; or

ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy;

(ii) We do not admit to any liability for payment, while the commercial property insurer(s) contends that:

i. All liability exists under this equipment breakdown protection coverage policy; or

ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy; or

(iii) Both the commercial property insurer(s) and we:

i. Do not admit to any liability for payment; and

ii. Contend that some or all liability exists under the other insurer's policy; and

(c) The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.

d. If the requirements listed in Paragraph c. above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:

(1) We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown protection policy and one-half (1/2) the amount of the loss that is in disagreement.

(2) The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.

(3) Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs (1) and (2), do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.

(4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement(s) of the commercial property policy.

(5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.

(6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

e. Arbitration

(1) If the circumstances described in Paragraph c.(2)(a) exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this condition.

(2) If any of the circumstances described in Paragraph c.(2)(b) exist, then the commercial

property insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this condition.

(3) You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

f. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

F. Definitions

1. “Breakdown”:

a. Means the following direct physical loss, that causes damage to “Covered Equipment” and necessitates its repair or replacement:

(1) Failure of pressure or vacuum equipment;

(2) Mechanical failure including rupture or bursting caused by centrifugal force; or

(3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded within this Coverage Form.

b. Does not mean or include:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to “Covered Equipment”;

(3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(4) Damage to any vacuum tube, gas tube, or brush;

(5) Damage to any structure or foundation supporting the “Covered Equipment” or any of its parts;

(6) The functioning of any safety or protective device; or

(7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Business Income" means the:

   a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

   b. Continuing normal operating expenses incurred, including payroll.

3. "Business Income Actual Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll that would have been earned had the " Breakdown" not occurred.

4. "Business Income Estimated Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll as estimated by you in the most recent business income annual value report on file with us.

5. "Computer Equipment" means:

   a. Your programmable electronic equipment that is used to store, retrieve and process data; and

   b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

   It does not include "Data" or "Media."

6. "Covered Equipment":

   a. Means and includes any:

      (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

      (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;

      (3) Communication equipment, and "Computer Equipment"; and

      (4) Equipment in Paragraphs (1), (2) and (3) that is owned by a public or private utility and used solely to supply utility services to your premises.

      However, if Coverage A.2.e. Utility Interruption is provided, then Paragraph 6.a.(4) does not apply.

      Except for Paragraph 6.a.(4), Utility Interruption Coverages, the "Covered Equipment" must be located at a premises described in the Declarations and be owned, leased, or operated under your control.

   b. Does not mean or include any:

      (1) "Media";

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material, but not excluding the glass lining of any “Covered Equipment”;

(4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;

(5) Catalyst;

(6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

(7) Structure, foundation, cabinet or compartment supporting or containing the “Covered Equipment” or part of the “Covered Equipment” including penstock, draft tube or well casing;

(8) Vehicle, aircraft, self-propelled equipment or floating vessel including any “Covered Equipment” that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;

(9) Dragline, excavation, or construction equipment including any “Covered Equipment” that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

(10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

(11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any “Covered Equipment” that is mounted upon or used solely with any one or more machine(s) or apparatus, or

(12) Equipment or any part of such equipment manufactured by you for sale.

7. “Covered Property” means any property that:

   a. You own; or

   b. Is in your care, custody or control and for which you are legally liable.

8. “Data” means:

   a. Programmed and recorded material stored on “Media”; and

   b. Programming records used for electronic data processing, or electronically controlled equipment.

9. “Extra-Expense” means the additional cost you incur to operate your business during the “Period of Restoration” over and above the cost that you normally would have incurred to operate the business during the same period had no “Breakdown” occurred.

10. “Hazardous Substance” means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

11. “Media” means electronic data processing or storage media such as films, tapes, discs, drums or cells.

12. “One Breakdown” means if an initial “Breakdown” causes other “Breakdowns”, all will be considered “One Breakdown”. All “Breakdowns” at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered “One Breakdown.”

13. “Period of Restoration” means the period of time that:

    a. Begins at the time of the “Breakdown” or 24 hours before we receive notice of “Breakdown” whichever is later; and

    b. Ends 5 consecutive days after the date when the damaged property at the premises described in the Declarations is repaired or replaced with reasonable speed and similar quality.

14. “Stock” means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

    a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

    b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. And 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed,

Coverage is subject to the following sub-limits unless otherwise specified.

SUB-LIMITS:	
Expediting Expense	$5,000,000
Spoilage Damage	$1,000,000
Newly Acquired Premises	Included/365 days
Ordinance or Law	$25,000,000
Errors and Omissions	Included
Brands and Labels	Included
Contingent Business Income/Extra Expense	$250,000
Ammonia Contamination	$1,000,000
Consequential Loss	$1,000,000
Data and Media	$1,000,000
Hazardous Substances	$1,000,000
Water Damage	$1,000,000
Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria	$2,500,000
Green Upgrades Increased Cost of Loss	25% of the PD loss /$100,000 max
Business Income	
Combined Business Income and Extra Expense	$5,000,000
Period of Restoration	30 days
Ordinary Payroll	Included
Utility Interruption	
Spoilage Damage	$1,000,000
Business Income and/or Extra Expense	$5,000,000
Waiting Period	24 hours
Valuation:	
Repair or Replacement	Property Damage except
Actual Loss Sustained	Combined BI & Extra Expense

DEDUCTIBLES:	• Deductibles Vary ($500 / $1,000 / $2,500 /$5,000 / $10,000 / $25,000) as on file with MPIC
DEDUCTIBLES: **SPECIFIC OBJECT DEDUCTIBLE** **UNLESS OTHERWISE SPECIFIED IN THE DECLARATIONS PAGE OR IN SPECIFIED DEDUCTIBLE BELOW:**	• $14 Per HP – ICS's 200 HP and Over
	• $5 Per HP – Electric Power Generators 200 HP & Over
	• $5 Per KVA – Transformers 1400 KVA & Over
	• $15 Per Food Depth – Deep Wells Pumps
	• $7 Per KW – Steam & Water Turbines 1000 KW & Over
	• $17 Per KW – Gas Turbines 500 KW & Over
SPECIFIED DEDUCTIBLE (IF APPLICABLE):	•
TIME ELEMENT:	• 12 Hours Utility Interruption – Business Income on Theme Park Attractions • 12 Hours Business Income

MUNICIPAL PROPERTY INSURANCE COMPANY

Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

E. The most we will pay for a loss of property acquired through foreclosure, tax lien, tax deed or any statutory taking process is "actual cash value". This coverage restriction eliminates all sub limits and other coverage provisions that may otherwise apply to a "covered loss".

MUNICIPAL PROPERTY INSURANCE COMPANY
LEASED PROPERTY COVERAGE

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the **Loss Reporting Form** (Word) to:

Fax: 612-766-3099

E-mail: **claims@mpicwi.com**

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:

2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.

3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. **Duties In The Event Of Loss or Damage**

1. You must see that the following are done in the event of loss or damage to "covered" property:

b. Give us prompt notice of the loss or damage. Include a description of the property involved.

d. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.

f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.

h. Cooperate with us in the investigation or settlement of the claim.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS REPORTING FORM

9701 BRADER WAY, SUITE 301
MIDDLETON, WI 53562
CONTACT: JERRY PARKER
PHONE: (877) 278-4165
FAX: (612) 766-3099
EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:	Name as it Appears on Policy:		
Contact Person (for this claim):	Phone Number:		
Fax Number:	Email Address:		
Address:	City:	State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):	Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):	
Kind of Loss (check one): ☐ Fire ☐ Lightning ☐ Wind ☐ Hail ☐ Glass Breakage ☐ Vandalism (Other than Glass) ☐ Water Damage ☐ Damage by Vehicle ☐ Collision – Vehicle ☐ Comprehensive – Vehicle ☐ Other – Describe		Type of Property: ☐ Building ☐ Contents ☐ Contractors Equipment ☐ Other – Describe ☐ Property in the Open ☐ Money ☐ Vehicle	
Location of Loss:			
Description of Loss and Damage:			
Remarks:			
Print Name:	Title:		
Signature:	Date:		

SUBJECT: **Approve a Resolution to Accept the Workmanship of Custofoam Corporation and Approve the Final Payment for the 2019 Utility Roof Improvements Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Director of Public Works
Finance Director

EXHIBITS:

1. Proposed Resolution
2. Certificate of Substantial Completion
3. Final Construction Report
4. Contractor's Application for Payment - Final Payment

EXPENDITURES REQUIRED: Final Payment Due: **$19,782.77 (included in final cost of $244,877.02)**

Fund 690	$ 234,430.00
Change orders #1 & #2	$ 10,447.02
Final Project Cost	**$ 244,877.02**

AMOUNT BUDGETED:

Project Base Bid	$ 234,430.00
Contingency = 10%	$ 23,443.00
Total Budget	**$ 257,873.00**

APPROPRIATION REQUIRED: $ -0-

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 23, 2020, that Custofoam Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

On June 25, 2019, the Ashland Common Council approved awarding Custofoam Corporation the contract to replace existing roofs on five (5) of the City of Ashland Wastewater Utility Buildings. The buildings included the admin/shop, pretreatment building, ultraviolet disinfection building, 6th Avenue East lift station and the Main lift station buildings. The change orders on the project included replacement of wet insulation found during the project from prior roof leaks.

The Public Works Department recommends approval of the attached resolution to accept the workmanship of Custofoam Corporation and make the final payment of $19,782.77 due on the 2019 Utility Roof Improvement Project.

RESOLUTION No.______________

APPROVE A RESOLUTION TO ACCEPT THE WORKMANSHIP OF CUSTOFOAM CORPORATION AND APPROVAL OF FINAL PAYMENT FOR THE 2019 UTILITY ROOF IMPROVEMENTS PROJECT

WHEREAS, the City of Ashland, hereinafter referred to as the City, and CUSTOFOAM CORPORATION, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **2019 Utility Roof Improvements Project** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of $234,430.00; and

WHEREAS, said total final contract price has been determined to be $244,877.02 as computed by the City Engineering Department using actual quantities as measured, change orders, additions, and deletions to the contract, and contract unit prices; and,

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

WHEREAS, John Butler, Director of Public Works, has submitted a final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account and retainage in the amount of $19,782.77.

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

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

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of $19,782.77 to the Contractor in full and final payment of the City's obligations under this contract and approved by the Common Council of the City of Ashland.

____
Councilperson

PASSED: December 8, 2020

ATTEST: ___________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

(2415)

Find yourself next to the water.

ASHLAND

WISCONSIN

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: 2019 Utility Roof Improvements Project	
Date of Substantial Completion:	
Owner: City of Ashland	Owner's Contract
Contractor: Custofoam Corporation.	Engineer's Project No.:

This definitive Certificate of Substantial Completion applies to:

All work as defined for substantial completion in the contract documents.

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities:

Correct construction issues that are non-compliant with the project specifications discovered during the one year warranty period.

Find yourself next to the water.

ASHLAND

WISCONSIN

The following documents are attached to and made part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Digitally signed by John Butler
Date: 2020.11.24 10:42:58
-06'00'

11/24/2020

Owner Sign Off (Director of Public Works) | Date

Contractor Sign Off | Date

CITY OF ASHLAND • Department of Public Works • 2020 Sixth Street East • Ashland, Wisconsin 54806
Phone (715) 682-7061 • Fax (715) 682-7907

FINAL CONSTRUCTION REPORT

PROJECT: 2019 Utility Roof Improvements Project

SUBSTANTIAL COMPLETION DATE: June 26, 2020

REPORT DATE: November 23, 2020

CONTRACTOR: Custofoam Corporation

Bid Amount:	$ 234,430.00
Change Orders:	$ 10,447.02
Net Quantity Variances:	$ 0
Final Cost:	**$ 244,877.02**

Major work items completed under this project included the replacement of rubber roofs at five different buildings of the Water Treatment Plant. The roofs under this project included the admin/shop building, pretreatment building, ultraviolet disinfection building, 6th Ave East lift station and Main lift station.

The rubber roof improvements are intended to provide reliable service to these facilities for a 20 year period.

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

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

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

Certified by: John Butler

Digitally signed by John Butler
Date: 2020.11.24 10:52:00
-06'00'

John Butler
Director of Public Works

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

	Application Period: 10/26/2020	Application Date: 10/27/2020
To (Owner): City of Ashland	From (Contractor): Custofoam Corporation	Via (Engineer): Cedar Corporation
Project: City of Ashland - 2019 Roof Improvements	Contract:	
Owner's Contract No:	Contractor's Project No:	Engineer's Project No: A2920-0004

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$2,511.32	
2	$7,935.70	
TOTALS	$10,447.02	
NET CHANGE BY CHANGE ORDERS	$10,447.02	

1. **ORIGINAL CONTRACT PRICE** .... $ **$234,430.00**
2. **Net change by Change Orders** .... $ **$10,447.02**
3. **Current Contract Price (Line 1 ± 2)** .... $ **$244,877.02**
4. **TOTAL COMPLETED AND STORED TO DATE (Column I total on Progress Estimates)** .... $ **$244,877.02**
5. **RETAINAGE:**
   - **a. 5% X** ~~$244,877.02~~ **Work Completed** .... $ ~~$12,243.85~~
   - **b. 5% X** ______ **Stored Material** .... $
   - **c. Total Retainage (Line 5.a + Line 5.b)** .... $ ~~$12,243.85~~
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** .... $ ~~$232,633.17~~ $244,877.02
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** .... $ **$225,094.25**
8. **AMOUNT DUE THIS APPLICATION** .... $ ~~$7,538.92~~ $19,782.77

Contractor's Certification

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

Contractor Signature

By: [signature] Date: 10-27-20

Payment of: $ $19,782.77
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 10/30/20 (Date)

Payment of: $ $19,782.77
(Line 8 or other - attach explanation of the other amount)

is approved by: ______ (Owner) ______ (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

Project:	City of Ashland - 2019 Roof Improvements			Application Number: 4				
Application Period:	10/26/2020			Application Date: 6/22/2020				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
02 - Main Office and Shop Building	Material	$51,520.00	$51,520.00			$51,520.00	100.0%	
	Rock Removal	$5,104.00	$5,104.00			$5,104.00	100.0%	
	Labor and Misc	$41,992.00	$41,992.00			$41,992.00	100.0%	
	Bonds	$1,873.40	$1,873.40			$1,873.40	100.0%	
03 - Pretreatment Building	Material	$22,230.00	$22,230.00			$22,230.00	100.0%	
	Rock Removal	$1,936.00	$1,936.00			$1,936.00	100.0%	
	Labor and Misc	$15,928.00	$15,928.00			$15,928.00	100.0%	
	Bonds	$710.60	$710.60			$710.60	100.0%	
04 - U.V. Treatment Building	Material	$8,400.00	$8,400.00			$8,400.00	100.0%	
	Rock Removal	$792.00	$792.00			$792.00	100.0%	
	Labor and Misc	$6,516.00	$6,516.00			$6,516.00	100.0%	
	Bonds	$290.70	$290.70			$290.70	100.0%	
06 - 6th Ave. Lift Station	Material	$3,276.00	$3,276.00			$3,276.00	100.0%	
	Rock Removal	$264.00	$264.00			$264.00	100.0%	
	Labor and Misc	$2,172.00	$2,172.00			$2,172.00	100.0%	
	Bonds	$96.90	$96.90			$96.90	100.0%	
07 - Main Lift Station	Material	$8,286.00	$8,286.00			$8,286.00	100.0%	
	Rock Removal	$704.00	$704.00			$704.00	100.0%	
	Labor and Misc	$5,792.00	$5,792.00			$5,792.00	100.0%	
	Bonds	$258.40	$258.40			$258.40	100.0%	
General Conditions	General Conditions	$56,288.00	$56,288.00			$56,288.00	100.0%	
Change Order #1		$2,511.32	$2,511.32			$2,511.32	100.0%	
Change Order #2		$7,935.70		$7,935.70		$7,935.70	100.0%	
	Totals	**$244,877.02**	**$236,941.32**	**$7,935.70**		**$244,877.02**		

SUBJECT: **Approve to Purchase a John Deere 310 SL Backhoe from McCoy Construction Forestry for the Water Utility *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Director of Public Works
Utility Operations Manager
Finance Director

EXHIBITS:

EXPENDITURES REQUIRED: $ 103,016.90

AMOUNT BUDGETED: $ 95,750.64 USDA-RD Water Utility Grant, Awarded November 15, 2016

APPROPRIATION REQUIRED: $ 7,266.26 Fund 680 Water Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 28, 2020, that McCoy Construction and Forestry 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:

The Water Utility has been interested in replacing the 2008 310SJ John Deere Loader for a few years as this loader is now in need of several big ticket replacement parts. The 2008 backhoe loader has been known to breakdown during utility repairs causing inefficiencies for the utility operators. The loader is used for all water utility main, service, and hydrant repairs.

Recently, the USDA informed the City that there is $95,750.64 remaining from a water utility grant award made November 15, 2016 and is available to use for a water utility expenditure. Using these funds reduces the amount of cash required from the water utility to provide a new piece of reliable equipment.

The Utility Operations Manager advertised for bids to purchase a new loader backhoe. Three bids were received. After review of the bids, McCoy had the lowest bid. The Public Works Department, Water Utility recommends approval to purchase the John Deere 310SL back hoe from McCoy Construction and Forestry for the amount of $103,016.90.

	Titan		McCoy		Fabick Cat	
Make/Model	Case 580SN		John Deere 310 SL		Caterpillar 420-07	
Base Bid	$	104,000.00	$	109,500.00	$	103,647.00
Quick Coupler remove from bid	$	-	$	(6,483.10)	$	-
5 Year Warranty	$	3,615.00	included in bid		$	2,300.00
	$	107,615.00	$	103,016.90	$	105,947.00

SUBJECT: **Approve the 2021-2023 Agreement between the City of Ashland and Wisconsin Professional Police Association (WPPA) Local 209, Ashland Police Department *(Administration)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Administration
WPPA Local 209

EXHIBITS:

1. 2021-2023 Agreement between the City of Ashland and Ashland Professional Police Officers Association WPPA-LEER Local 209

EXPENDITURES REQUIRED: As Budgeted

AMOUNT BUDGETED: As Budgeted

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City and the WPPA Local 209 Bargaining Teams met and reached a tentative agreement. The City's bargaining team consisted of the City Administrator, Police Chief, and Human Resources Director. The Union's bargaining committee consisted of their WPPA professional representative and several members of the Police Department. A tentative agreement was arrived at during the negotiation sessions. WPPA Local 209 ratified the agreement.

The agreement includes the following:

- Update the date of the contract
- Article XIII: 13.07 was completely stricken because the Sergeant Upgrade Pay has been eliminated - this eliminates payroll issues and in exchange the City gave an additional .25% wage increase for 2021.
- Language change in Article XXII: 22.01 last sentence change education to reduction, "Any reduction in benefit level is subject to negotiation."
- Wage Increases:

2021 = 2.25% effective January 1

2022 = 2.5% split January 1 @ 1.75% and July 1 @ 1.0%
2023 = 3.0% split January 1 @ 1.50% and July 1 @ 1.0%

2021-2023 AGREEMENT

BETWEEN

THE CITY OF ASHLAND

AND

ASHLAND PROFESSIONAL POLICE OFFICERS ASSOCIATION

WPPA/LEER, LOCAL 209

ASHLAND CITY POLICE DEPARTMENT

January 1, 2021 - December 31, 2023

TABLE OF CONTENTS

AGREEMENT

THIS AGREEMENT is effective on January 1, 2021, by and between the City of Ashland, hereinafter referred to as the "Employer," and the Ashland Professional Police Officers' Association/WPPA Law Enforcement Employee Relations Division, party of the second part, hereinafter referred to as the "Association." This Agreement will conclude on December 31, 2023.

Commented [JB1]: I added this in. If there are any objects I can remove it.

WHEREAS, in order to increase general efficiency, to maintain the existing harmonious relationship between the Employer and the employees, to promote the morale, well-being and security of said employees, to maintain a uniform minimum scale of wages, hours and conditions of employment among the employees and to facilitate a peaceful adjustment of all grievances and disputes which may arise this contract is entered into.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements herein contained of the other, hereby agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT OF REPRESENTATION

1.01 The employer recognizes the Association as the exclusive collective bargaining representative for all sworn law enforcement personnel employed by the City of Ashland, excluding the Chief of Police and the Operations Captain for the purpose of conferences and negotiations with the above named municipal employer, or its lawfully authorized representatives, on questions of wages, hours, and conditions of employment and the adjustment of complaints and grievances of the employees.

ARTICLE 2 - NEGOTIATIONS

2.01 Negotiations shall proceed in the following manner: The party requesting negotiations shall notify the other party in writing of its requests by the 15th day of August of the year during which this Contract shall expire. Within thirty (30) days of the request for such meeting, an initial meeting of the parties shall be called by the party upon whom the request is made. At such meeting, the party making the request shall explain its requests and present any supporting arguments in its behalf. The party upon whom the requests are made shall have the opportunity to study such requests and make an offer or counter-offer to the requesting party within fifteen (15) days thereafter and negotiations shall continue in a reasonable manner with a view towards an amicable settlement.

2.02 The Employer agrees that all reasonable time spent in the conduct of grievances, negotiations and matters concerning collective bargaining shall not be deducted from the pay of delegated employee representatives of the Association. The Association will give advance notice to the Chief of the date, time, and the names of employees that will be involved in such meetings.

ARTICLE 3 - RULES AND REGULATIONS

3.01 The Employer shall adopt and publish rules which may be amended from time to time, provided, however, that such rules and regulations shall be first submitted to the Association for its consideration and amendments prior to adoption.

3.02 Provided no action is taken by the Association to amend or alter said rules within thirty (30) days of submission of the Association, they shall become effective on the thirtieth (30) day of submission to the Association. In the event of a dispute between the Association and the Employer as to such proposed rules or regulations, the dispute shall be referred to the grievance procedure for settlement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The rights, powers, duties and opportunities of management are not to be affected by the terms of this Agreement, except in those respects specifically referred to herein or which may be reasonably implied from the language of this Agreement.

ARTICLE 5 - CONDUCT OF BUSINESS

5.01 The Association agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, or to prevent certain routine business such as the posting of Association notices and bulletins.

5.02 Business agents or representatives of the Association having business with the officers or individual members of the Association may confer with such Association officers or members during the course of the work day for a reasonable time; provided such conference does not interfere with the delivery of police services.

5.03 The Employer hereby agrees not to deduct such reasonable time from the pay of such employee.

ARTICLE 6 - ASSOCIATION BULLETIN BOARD

6.01 The Association is hereby granted permission to post notices, announcements, and other legitimate materials on the designated Association bulletin board on the premises. All notices must be relevant to Association business.

ARTICLE 7 – DUES DEDUCTION

7.01 The Employer agrees to deduct the monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

7.02 The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later that the 30th of each month.

7.03 Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

7.04 No employee shall be required to join the Association, but membership shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA or Local Association By-Laws. The Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex, or other legally protected status.

7.05 It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all third-party claims, demands, suits, order, judgements or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of Employer's compliance with this Article.

ARTICLE 8 - PROBATIONARY AND EMPLOYMENT STATUS

8.01 All newly hired employees shall be required to take the basic police training course during the first year of service. All newly hired employees shall be considered probationary for the first twelve (12) months of their employment with the Employer. Such probationary employees may be disciplined or discharged without recourse to the grievance procedure contained in this Agreement. Satisfactory completion of probation shall be certified by the Police and Fire Commission.

8.02 For the purpose of benefit calculation, the "starting date of employment" of an employee who has satisfactorily completed probation shall date from his/her original date of employment, and he/she shall be entitled to all benefits accrued to regular employees. Hospitalization insurance coverage is available to employees on the first (1st) day of the month following completion of thirty (30) days of employment, or in accordance with the current hospitalization contract.

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ARTICLE 9 - SENIORITY

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9.01 It shall be the policy of the Employer to recognize seniority. Seniority shall consist of the total calendar time elapsed since the date of original employment as a regular full-time police officer, provided, however, that no time prior to a discharge for cause or quit shall be included, and provided that seniority shall not be diminished by temporary layoff or leaves of absence or contingencies beyond the control of the parties to this Agreement.

9.02 A seniority list shall be delivered to the President of the Association between the first and tenth day of each year.

9.03 If a bargaining unit employee takes a non-bargaining unit position with the City of Ashland Police Department, but not sever the employee/Employer relationship, the employee shall have six (6) calendar months to return to their former position with no loss of bargaining unit benefit. The probationary period for appointment to a non-bargaining unit position shall not exceed six (6) calendar months unless mutually agreed by the Employer, Association and WPPA/LEER. If the Employer returns the employee to their former position during the probationary period, the employee shall suffer no loss in the bargaining unit benefit.

ARTICLE 10 - LAYOFF, HIRING

10.01 Whenever it becomes necessary to lay off employees, employees shall be laid off in inverse order of their seniority and whenever so laid off shall possess re-employment rights as hereinafter defined.

10.02 Whenever it becomes necessary to employ additional personnel, former employees of the Employer who have been laid off, within two (2) years prior thereto shall be entitled to be re- employed in preference to all other persons.

ARTICLE 11 - JOB POSTING AND TRANSFERS

11.01 Whenever a vacancy or new job is created, it shall be posted on the bulletin board for a period of five (5) calendar days. Each employee interested in applying for the job and who meets the minimum requirements shall endorse his/her name on such notice in the space provided. Promotions of employees shall be as follows:

All interested employees meeting the minimum qualifications shall take a written test. The test given will be consistent with the requirements of the job, and all questions will be job related. All the employees that pass the written test and attain the minimum score shall be considered for the promotion. The written test shall constitute from 0-25 points.

11.02 The employees who pass the written test by obtaining more than a minimum score as provided in Section 11.01 herein, in addition to the test score, employees shall receive additional points as follows:

A. The written recommendations of the Chief of Police shall be worth from 0-25 points. Said recommendations of the Chief of Police shall be grievable.

B. An oral interview for each employee will be conducted by a panel of five (5) individuals, of which the five individuals will be selected jointly by the Police Department Association President and the Chief of Police. The oral interview shall constitute 0-25 points.

C. Seniority for those applicants being considered will be determined by their number of full years of service to the City of Ashland Police Department. Each full year will constitute one (1) seniority point.

11.03 The employee receiving the most total points should be given the position. The employer shall fill the position within 90 calendar days of the date of the initial posting. Said employee shall serve a probationary period of six (6) months duration on the new job.

11.04 The written recommendation of the Chief of Police shall be made available upon request to each individual applicant after the results of the procedure contained herein are completed.

11.05 Each step of the procedure contained herein shall be confidential and the results of the employee's point standings shall not be made available to the Police and Fire Commission or the Chief of Police until the entire procedure has been completed.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. The grieving employee shall first bring the complaint to the steward or Grievance Committee of the Association. If it is determined after investigation by the Association that a grievance does exist, it shall be processed in one of the two manners described below. The negotiations of the grievance shall begin within fifteen (15) business days of the date of the incident or the date the aggrieved employee first learned of the incident.

12.02 There shall be two grievance procedures: one for disciplinary and discharge action and one for all other grievances regarding the application or interpretation of this Agreement.

A) Grievances regarding disciplinary or discharge action:

1. The Employer agrees that employees will be discharged and/or disciplined for just cause only.

2. The Grievance Committee shall first attempt to resolve the matter with the Chief of Police.

3. If the grievance is not resolved within seven (7) business days of the attempt in Step 2 above, said grievance shall be reduced in writing and submitted to the

Police and Fire Commission within ten (10) business days. The grievant and/or Grievance Committee shall set forth to the best of their knowledge the applicable facts and the sections of the contract alleged to have been violated. The Police and Fire Commission shall respond to the grievance in writing with copies to the grievant and the Grievance Committee within ten (10) business days of receipt of the written grievance.

4. If the grievance is not resolved under Step 3 above, the parties shall individually or jointly request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators. The selection of the arbitrators shall be affected by the parties alternately striking names from the list until only one name remains. The employer shall be first to strike a number from the list. The arbitrator, after hearing both sides of the issue, shall put his decision in writing to the parties, which shall be final and binding on both parties. The policy of "winner takes all" shall prevail and the loser shall pay the entire cost of the arbitration and preparation of the transcript. Each party shall be responsible for their own legal costs and other expenses involved in the preparation of their individual case.

B) Grievances of matters regarding the application or interpretation of this Agreement:

1. The Association Grievance Committee shall first attempt to resolve the matter with the Chief of Police.

2. If the grievance is not resolved within seven (7) business days of the attempt in Step 1 above, said grievance shall be reduced in writing and submitted to the Ashland City Council Committee of the Whole within ten (10) business days. The Ashland City Council Committee of the Whole shall act on the grievance at their next regularly scheduled meeting and shall respond to the grievance in writing with copies to the grievant and Grievance Committee within ten (10) business days of their action on the grievance.

3. If the grievance is not resolved under Step 2 above, the parties shall individually or jointly request the Wisconsin Employment Relations Commission to appoint an arbitrator from their staff. The arbitrator, after hearing both sides of the issue, shall put his/her decision in writing to the parties that shall be final and binding upon both parties. Expenses, if any, shall be shared equally by the parties. Each party shall bear their own expenses involving the preparation and presentation of their case. If a transcript is prepared, the parties shall share the expense of the arbitrator's transcript and each shall bear the costs of its copy.

12.03 Any aggrieved employee shall have the right of the presence of a steward when his/her work performance, conduct, or other matters affecting his/her status as an employee is subject to discussions for the record in either procedure contained herein.

12.04 The arbitrator shall neither add to, delete from, nor modify the express terms or conditions of the Agreement in either procedure contained herein.

12.05 The time limits set forth in this Article may be extended by mutual agreement.

12.06 The parties mutually agree that Saturdays, Sundays, and contractually recognized holidays shall be excluded in the calculation of time limits in this Article.

ARTICLE 13 - WORK DAY AND WORK WEEK, OVERTIME

13.01 The regular work day for Patrol Officers shall be 12 hours each day. The regular work schedule for patrol officers shall be 4 days on, then 4 days off. With the exception of two (2) patrol officers whose regular shift will be four (4) consecutive shifts from 3:00 p.m. to 3:00 a.m., the "regular" shift shall be two (2) consecutive shifts from 6:30 a.m. to 6:30 p.m., 24 hours off, followed by two (2) consecutive shifts from 6:30 p.m. to 6:30 a.m. Then the cycle shall repeat itself. The "regular" work hours of the shift may be modified by the Chief or Operations Captain as needed. The work cycle of four (4) days on and four (4) days off may be adjusted by the Chief or Operations Captain as needed for the annual squad/sergeant change. The work day for other non-patrol division officers shall be 8 hours each day, with 5 days on followed by two days off. Then the cycle shall repeat itself. This work day will be from 8:00 a.m. to 4:00 p.m. The shift for the officer assigned to narcotics investigation shall be determined by work need.

13.02 Work shifts include a one-half (1/2) hour lunch period, however officers are subject to call during the lunch period without additional compensation.

13.03 Work schedules shall be posted for one (1) month in advance. Officers may, upon request, check the work schedules further in advance. If changes in the posted schedules are necessary, officers must be notified as far in advance as possible, but in no event less than eight (8) hours in advance except in the case of sickness or emergency.

13.04 Overtime payments will be made for all time worked outside of the work schedule. All such time shall be compensated at the employee's option either in pay at the rate of one and one half (1½) times the normal rate of pay or as compensatory time at the rate of one and one half (1½) hours off for each hour worked. Employees shall be entitled to receive said overtime payments in any combination of pay or compensatory time of their choosing but must declare their intention to request pay or compensatory time off when filing the record of hours worked outside the regular work schedule. A Premium Pay Request Form shall be used to indicate that intention. If compensatory time is chosen, it shall be scheduled upon mutual agreement between the Chief of Police or his designee and the employee involved.

1. Employees whose regular workweek is defined as forty-eight (48) hours shall be able to accumulate a maximum of ninety-six (96) hours of compensatory time.
2. Employees whose regular workweek is defined at forty (40) hours shall be able to accumulate a maximum of eighty (80) hours of compensatory time.
3. Compensatory Time in excess of the maximum accumulation shall be paid out at one and one-half (1 ½) times the officer's hourly rate.

4. Regardless of the duration of the employee's regular workweek, bargaining unit members may not carry over more than forty (40) hours of compensatory time into the next calendar year.
5. All compensatory time-off requests that do not affect minimum staffing shall be granted, barring a bona fide emergency situation. Routine absences, for example: sick leave, vacation leave or other scheduled absences shall not constitute a bona fide emergency situation.
6. In cases of a bona fide financial emergency, the employee may request payment for accrued compensatory time at any time during the calendar year. Payment shall be made on the regular payroll following approval by the Chief or his designee.

13.05 No part-time or seasonal employee shall work overtime unless all regular employees are working overtime or are unavailable to work.

13.06 Overtime opportunity other than school related functions shall be offered to the bargaining unit members by seniority ranking. School related overtime will be offered to the School Resource Officers first and then to the bargaining unit members by seniority ranking.

~~**13.07** The most senior patrol officer shall be designated shift commander when the sergeant is absent. Said employee shall receive the sergeant rate of pay for the number of hours worked in that position.~~

Commented [JB2]: This section has been deleted in accordance with the negotiation process. Please let me know if anyone has any comments or corrections.

13.08 Employees shall have twelve hours off between shifts. This limitation shall not apply to time worked as a result of emergencies, court appearances or voluntary shift changes made at the employee's request. Overtime compensation shall be paid according to Article 13.

13.09 Effective 1/1/90, each officer shall attend up to a total of 4 hours per year for departmental meetings. Call-in provisions of the Contract do not apply to departmental meetings.

13.10 Patrol Officers who work the 12-hour shifts will be given 108 hours of time off referred to as "Kelly Days" each year. Kelly Days shall be taken at the request of the employee with approval of the Chief of Police or designee. The 108 Kelley hours are prorated based on the portion of the year employees work. If a training date, unforeseen time-off requests, or emergency requests for time-off are made, the Officer's Kelly Day may be changed to another day off. Vacation and compensatory time take priority over a Kelly Day. An Officer is not allowed to "carry over" any Kelly hours into the next year.

13.11 Any unused Kelley hours shall be paid out at the officer's regular rate of pay at the end of the calendar year. Officers shall make a good faith effort to use all Kelley hours prior to the end of the year. Any Kelley day balance shall be paid out upon separation/retirement.

13.12 For training to be compensable, it must be authorized by the Chief of Police or his designee. Travel time shall only be paid to the driver pursuant to Fair Labor Standards Act regulation.

If an employee attends training in lieu of a regularly scheduled work day, at the conclusion of training held within the corporate limits of the City of Ashland, the employee shall return to work to complete the regular work day shift assignment.

Effective January 1, 2016, those bargaining unit employees scheduled to attend training and ride with another officer of the City of Ashland's Police Department shall receive compensatory time at the straight time rate for all time spent in travel to and from the City of Ashland Police Department Headquarters. Training held thirty (30) miles outside of the corporate limits of the City of Ashland shall be considered the same as the length of a regularly scheduled duty day.

ARTICLE 14 - CALL-IN PAY

14.01 When an officer is required to appear in court, or is called to work on his/her regular off duty time, he/she shall be compensated at the overtime rate for the actual number of hours worked, with a minimum of two (2) hours for such duty.

14.02 Any officer working the 3:00 p.m. to 3:00 a.m. or 6:30 p.m. to 6:30 a.m. shift, who is required to appear in Court prior to 12:00 noon the following day, shall be compensated at the overtime rate for the actual number of hours worked with a minimum of three (3) hours for such duty.

14.03 Officers scheduled to appear in court shall contact the department before 7:00 p.m. on the day prior to said scheduled appearance to confirm the schedule. If an officer is informed that his/her presence is still scheduled, and he/she is then subsequently informed after 7:00 p.m. of the preceding day that his/her court appearance has been postponed or canceled, said officer shall be compensated a minimum of two (2) hours pursuant to Section 14.01 above.

ARTICLE 15 - VACATIONS

15.01 Vacation benefits shall be awarded on January 1 each year according to the Schedule established in the City of Ashland Handbook of Terms and Conditions of Employment.

15.02 The selection of vacation periods shall be according to seniority rights and employees will be allowed to take split vacations, for any vacation time over ninety-six (96) hours only.

15.03 In case of termination, retirement or death of an employee, the employee or the employee's estate or designated beneficiary shall receive his/her vacation pay. Such vacation pay shall be computed on a pro-rata basis, in accordance with the number of months worked during the year. Such payment shall be based upon the current earnings of such employee.

15.04 If for any reason a bargaining unit member cannot take his/her vacation benefit, up to 40 hours annually may be carried over into the succeeding calendar year with the permission of the Police Chief and Mayor. Any hours that are carried over under this provision must be used no later than June 30 of each year. Those hours that are not used by June 30 will be lost.

ARTICLE 16 - HOLIDAYS

16.01 All employees shall receive a holiday vacation. This vacation will be eighty-eight (88) hours after each year of service. Eight (8) hours shall be in pay only, not time off.

16.02 Employees may elect to receive time-off with pay for eighty (80) hours of the eighty-eight (88) holiday hours or a cash payment for these hours at a rate of one- and one-half times their regular rate of pay. Holiday pay shall be made on or about November 15th of each year.

16.03 Holiday vacation for the first year of service shall be determined by the number of city paid holidays occurring during the employee's tenure.

ARTICLE 17 - SICK LEAVE, ABSENCE FROM WORK

17.01 Sick leave may be used by employees for illness or injury not covered by Worker's Compensation and in the event of serious illness in the employee's family. Sick leave for serious illness in the family shall be upon approval of the Chief of Police, which shall not unreasonably be denied. The City shall comply with the provisions of the Family Medical Leave Act.

17.02 Sick leave shall be accumulated in the following manner: 1) Employees, assigned to non-patrol functions, shall earn sick leave at the rate of eight (8) hours for each month of employment up to ninety-six (96) hours per year. Employees, assigned to patrol functions, shall earn twelve (12) hours for each month of employment, up to one hundred and forty-four (144) hours per year; 2) Unused sick leave shall carry over and be added to the next year's accumulation until a maximum of nine hundred and sixty (960) hours of unused sick leave have been accumulated.

17.03 Upon retirement (per Wisconsin Retirement System) or forced retirement due to disability, the employee shall be paid for seventy-five (75%) percent of the unused sick leave remaining in the employee's account. If an employee dies while in the employ of the Employer, his/her estate shall be paid for seventy-five (75%) percent of the unused sick leave remaining in the employee's account. (also see 22.05)

ARTICLE 18 - FUNERAL LEAVE

18.01 In the event of death in the immediate family, an employee or officer may request funeral leave from his/her supervisor and will be granted three (3) working days with pay for the purpose of arranging for and attending the funeral. Immediate family, for purposes of this section, shall include the employee's or officer's spouse, children, parents, brother, sister, mother-in-law, grandparents, spouse's grandparents, grandchildren, or any relative of the employee or officer who has resided with the employee or officer immediately preceding the person's death.

In the event of a death in the extended family of an employee or officer, the employee may request funeral leave from his/her supervisor and will be granted funeral leave of up to one (1) day with pay for attending the funeral. Extended family includes the regular full-time employee's or officer's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Should an employee require additional time off due to the death of a member of his/her family, the supervisor may grant such time off. This may be taken without pay or vacation, compensatory time and/or sick leave may be used. In the case of other funerals which an employee or officer has an obligation to attend, time off with pay may be granted by the Department Director/Supervisor. This time off will be granted strictly to attend the funeral and the employee or officer shall work the remainder of the day. A total of seven (7) hours can be granted each year. This time cannot be accumulated from year to year.

ARTICLE 19 – WORKER'S COMPENSATION

19.01 All employees shall be covered by Worker's Compensation insurance. In the event an employee suffers compensatory injury or illness in the course of performing his/her duties, he/she shall be paid the difference between any payment under Worker's Compensation and his/her regular pay. Time paid for in this Section shall not be charged to sick leave and shall not exceed twenty-four (24) working weeks.

ARTICLE 20 - WISCONSIN RETIREMENT FUND

20.01 Employees subject to Wisconsin Retirement System, Chapter 111.70, and Section 66.90 of the Wisconsin State Statutes are required to pay a percentage contribution of their salary as set by the fund. Said share up to a maximum of seven percent (7%), shall be paid to said fund by the City.

20.02 All employees hired on or after July 1, 2011, shall comply with the statutory requirements of 2011 Wisconsin Act 32 requiring said employees to pay the employee required contributions to the Wisconsin Retirement Fund.

ARTICLE 21 - WAGE RATES

21.01 The wage rates shall be in effect for the period of the Contract and shall automatically become a part of this working agreement, see addendum. The jobs of employees and the prevailing wage shall be listed.

ARTICLE 22 - LIFE, HEALTH, DENTAL INSURANCE

22.01 The City agrees to pay eighty-five (85%) percent of the cost of Group Health Insurance and ninety (90%) percent of the dental insurance premiums. Employees are to pay fifteen (15%) percent of the premium of Group Health and ten (10%) percent of the premium of dental insurance. The City shall implement a Flexible Benefit Section 125 Cafeteria plan at no cost to the employee. If Section 125 Cafeteria plans are abolished, the health insurance co-pay shall revert to 90/10. Any ~~education~~ reduction in benefit level is subject to negotiation.

Commented [JB3]: Corrected per Rich Burghaus

22.02 No employee or dependent will be deleted from health insurance coverage if the carrier is changed.

22.03 Retiree's Health Insurance:

For Employees Hired On or After January 1, 1987: Only upon forced retirement due to disability to the employee, the employer shall pay the full cost for the employee's individual health insurance policy until covered by Medicare.

22.04 An employee retiring on the normal retirement date for reasons other than disability may continue to carry the City Group health insurance coverage after retirement at the employee's own expense. Retired Employees who cancel City health coverage will not be allowed to rejoin.

22.05 Sick leave benefits for each employee maybe used at the employee's option at normal retirement to pay the cost of the employee's health insurance coverage until the amount of the terminal sick leave is exhausted.

22.06 The City shall participate in the group life insurance program of the Department of Employee Trust Funds and shall pay the employee's premium for this insurance.

ARTICLE 23 - LONGEVITY PAY

23.01 The longevity program for the personnel covered by this Agreement shall be as follows:

After five (5) years of service	One (1%) percent
After ten (10) years of service	Two (2%) percent
After fifteen (15) years of service	Three (3%) percent
After twenty (20) years of service	Four (4%) percent
After twenty-five (25) years of service	Five (5%) percent

Percentages are applied to base salary only, excluding overtime benefits or other fringes. Longevity pay is calculated on a monthly basis. Longevity payments shall be made on the first payday of each month or annually on the first payroll in November, at the employee's option.

ARTICLE 24 - UNIFORM ALLOWANCE

24.01 All employees shall receive $550/year beginning in 2019 to aid in maintaining appearances as ordered by the Chief of Police. The Uniform Allowance ($550) shall be paid in full upon hire to new employees. Before December 15 of each calendar year, employees shall submit receipts to the Chief of Police for items qualifying for uniform allowance reimbursement. This includes replacement and maintenance of uniforms and off-duty weapons approved by the Chief and consistent with department policy. Any remaining uniform allowance shall be paid to the employee as taxable income before December 31.

24.02 Upon separation, termination or retirement the Uniform Allowance will be paid on a prorated basis for the year.

24.03 In the event a police officer's clothing is ripped, stolen, torn or damaged in the course of performing his/her regular duties, the City agrees to replace those items of clothing in addition to the regular clothing allowance. The City agrees to provide insurance coverage for equipment that is lost, stolen or damaged for such equipment that can be insured.

24.04 The City is to purchase one (1) pair of pants, one (1) shirt, one (1) jacket and one (1) hat in its discretion as to design and specification for newly hired police officers. The uniform is to be returned to the City of Ashland if the officer does not successfully complete the probationary period.

ARTICLE 25 - PAY PERIOD

25.01 Employees shall be paid on every other Thursday. Paychecks shall be available prior to 2:00 p.m. on each pay day.

ARTICLE 26 - LEGAL AGREEMENT

26.01 If any article or part of the Agreement shall be held invalid or illegal, the same shall not affect the rest of this Agreement which shall continue in force and the parties shall immediately meet to negotiate a legal settlement of the clause in question.

ARTICLE 27 - RESERVE TRAINING

27.01 Employees who are members of a reserve component of the military forces of the United States or State of Wisconsin shall promptly notify their Department Head/Supervisor and be granted a maximum two (2) calendar week paid leave of absence if required to participate in summer training duties. In the event of a national or state emergency, employees may take an extended military leave of absence without pay if ordered to active duty. Any employee on a military leave of absence may continue his/her participation in the insurance group, if the employee pays the full cost of such participation.

ARTICLE 28 – RESPONSE TIME

28.01 Employees shall be allowed to reside anywhere within a forty-five (45) minute response time to the Ashland Police Department.

ARTICLE 29 - POST EMPLOYMENT HEALTH PLAN

29.01 Post Employment Health Plan. The City of Ashland, Wisconsin ("employer") agrees to participate in the Post-Retirement Health Plan for Collectively Bargained Public Employee ("plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Public Employees Benefits Services Corporation ("PEBSCO") to act as Plan Administrator, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute the Plan on behalf of the following category of employees: Ashland Professional Police Association, Local No. 209, WPPA/LEER.

29.02 For the term of this Agreement, the Employer shall contribute for each eligible employee the amount specified in "Addendum I", a copy of which is attached to this Agreement, **and if there are any future wage "Catch-Up" arguments the parties shall take into consideration the value of this contribution.** In order to minimize the risk of this Plan being found discriminatory under section 105(h) of the Internal Revenue Code of 1986, as amended ("code"), the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

ARTICLE 30 - MISCELLANEOUS

30.01 The City will provide body armor for those officers. The City will pay one hundred percent (100%) of the cost of such body armor. Upon termination the body armor will revert to the City.

30.02 The City and Association agree that an Employee Assistance Program is in their mutual best interest and hereby support the program.

ARTICLE 31 - DURATION

31.01 This Agreement shall be in full force and effect from January 1, 2021~~19~~, through December 31, 2023. The Agreement shall be automatically renewed from year to year thereafter, unless the party desiring to modify, alter, or otherwise amend the Agreement or any of its provisions, gives to the other party written notice on or before August 15, of the final year of the then existing term.

Commented [JB4]: Adjusted per Rich and in line with the contract period.

WITNESS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by their duly authorized representatives and committees, this _____________________, 2020.

FOR CITY of ASHLAND:

FOR ASHLAND PROFESSIONAL POLICE OFFICERS' ASSOCIATION/ LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION:

CITY ADMINISTRATOR	**UNION PRESIDENT**
HUMAN RESOURCES DIRECTOR	**UNION REPRESENTATIVE**

ADDENDUM I
Police Department Salaries

Position	Rate per Hour					
	~~2.0%~~ Current	**2.25% 01/01/21**	**1.75% 01/01/22**	**1.0% 07/01/22**	**1.5% 01/01/23**	**1.5% 07/01/23**
Lieutenant	$~~29.04~~30.51	$~~29.62~~31.20	$~~30.06~~31.75	$~~30.51~~32.07	$32.555	$33.04
Detective Sergeant*	When this position becomes active the starting pay will be $1.00 higher than the Sergeant hourly wage and will follow the current agreement *Rate per Hour* increase schedule.					
Sergeant and FTO (while engaged in FTO duties)	$~~26.40~~27.74	$~~26.93~~28.36	$~~27.33~~28.86	$~~27.74~~29.15	$29.59	$30.03
Police Officer	$~~24.49~~25.73	$~~24.98~~26.31	$~~25.35~~26.77	$~~25.73~~27.04	$27.54	$27.86
Special Assignment	$~~25.17~~26.45	$~~25.67~~27.05	$~~26.06~~27.52	$~~26.45~~27.80	$28.22	$28.64
Probationary Officer	$~~23.30~~24.49	$~~23.77~~25.04	$~~24.13~~25.48	$~~24.49~~25.73	$26.12	$26.51
Employer Contribution/ PEHP Account	$50.00/Month					

- Special Assignment pay shall be made for the time an officer is performing the assignment, but not for the time the officer is training for the assignment. Special assignment pay will be given only for assignments that are for more than ninety (90) days.
- Special assignments for less than ninety (90) days shall be made at the Chief's discretion. There shall be no rollover of ninety (90) day assignments.
- Special assignments of more than ninety (90) days shall be posted. The selection process shall include a review of past performance appraisals and an interview by the Police Chief, Captain(s) and Supervisor(s). The Police Chief will select the best candidate.
- Special assignments will be reposted after 4 years. Officers currently serving in the

position shall be able to re-post but will be required to go through the selection process.

- Special assignments will require a minimum 2-year commitment to the position from the selected employee.

*The position of Detective Sergeant will be created once the current Lieutenant position is vacated. When the Lieutenant position is vacated the position will be permanently replaced with the position of Detective Sergeant. Upon filling the Detective Sergeant position, the hourly wage will begin at $1.00 higher than the Sergeant position and will progress along the current *Rate per Hour* increase schedule outlined in the current agreement.

Commented [JB5]: Bill this isn't changing, we still have an Lt. on staff and plan to throughout this contact time period; 2021-2023, correct?

SUBJECT: **Approve the 2021-2023 Agreement between the City of Ashland and the International Association of Fire Fighters (IAFF) Local 875, Ashland Fire Department *(Administration)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Administration, IAFF

EXHIBITS:

EXPENDITURES REQUIRED: As Budgeted

AMOUNT BUDGETED: As Budgeted

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The contract will be made available at the time of the meeting.

SUBJECT: **Approval of Parks and Recreation Policy 608: Conducting Business in Parks *(Parks and Recreation)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
City Attorney

EXHIBITS:

1. DRAFT - Parks and Recreation Policy 608 - Commercial Business Usage and Special Events Policy
2. Chapter889 Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors.

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The Parks and Recreation Department and Committee have been working to create a policy about doing business in/on City of Ashland Parks and Lands. This policy does not take the place of City of Ashland Ordinance Chapter Chapter 889: Transient Merchants, Solicitation in Residential Neighborhoods and Mobile Concession Street Vendors but assists City staff to better track special events, time put into events, and vendors that use City parks and/or property for business. This policy also sets forth a cost for those wishing to use City parks to make a profit in efforts to recoup the City's costs associated with increased user traffic due to the business.

Parks and Recreation Policy: 608	Commercial Business Usage and Special Events Policy
Date Approved:	**Approving Entity**: Parks and Recreation Committee
Date Revised:	**Approving Entity:**

Intent

The intent of this policy is to create guidelines for parks usage and special events. Ordinance 463.23 states:

> It shall be unlawful for any person, organization, or business to peddle or solicit business of any nature whatever or to distribute handbills or other advertising matter or to post unauthorized signs, posters, bills, or decorative matter on any vehicle, structures, trees, light poles, sign posts, or property within City park lands or use such lands, structures, or property as a base of commercial operations for soliciting or conducting of business, peddling or providing services within or outside of such lands, structures, or property unless first authorized in writing by the Parks and Recreation Department."

Definitions

- "Peddler" means an individual, whether a resident of the City or not, traveling by foot, bike, automobile, motor truck, ATV/UTV or other motorized craft, ship, boat, kayak, canoe, paddleboard or like vessel, or any other means of conveyance, from place to place, house to house, business to business, or from street to street for the sale of, as well as the selling, offering for sale or taking or attempting to take orders for the sale of goods, wares and merchandise, personal property of any nature whatsoever for immediate delivery or for services to be performed immediately, including for rentals, tours, demonstrations and/or instruction or use of bikes, ships, boats, kayaks, canoes, paddleboards or like vessels, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or not or whether he is collecting advance payment on such sales or not.

- "Solicitor" means any individual, whether a resident of the City or not, travelling by foot, bike, automobile, motor truck, ATV/UTV or other motorized craft, ship, boat, kayak, canoe, paddleboard or like vessel, or via any electronic means or any other means of conveyance, from place to place, house to house, street to street, through the water or via websites, or other marketing; using the Internet for the sale of, as well as the selling, offering for sale or taking or attempting to take orders for: (1) sale of goods, wares and merchandise, personal property of any nature whatsoever, for future delivery whether or not such individual has, carries or exposes for sale a sample of the subject of such sale; (2) or for services to be performed in the future whether or not such individual is collecting advance payment on such sales or not; or (3) a request, whether vocalized or not, for a donation other than in response to an inquiry from another person.

- "Solicit" means to request, by the spoken, written, or printed word, or by other means of communication, an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.

- "Merchandise." Merchandise shall be used in its broadest sense and includes property of every kind.

- "Services." Services shall be used in its broadest sense and includes any work done for the benefit of another person, the instruction or transport of any person in exchange for payment or the rental or temporary use of any equipment or vessels.

- "Vendor" means any individual, whether a resident of the City or not, who offers for sale food, beverages, goods, merchandise, delivery, or for services to be performed immediately or in the future, from a certain location that is not within a building or a structure for which a certificate of occupancy issued by Wisconsin State Agency is required by the City. This term shall not apply to businesses that operate from within a building or structure within the City for which a certificate of occupancy issued by Wisconsin State Agency is required and also displays or sells food, beverages, goods, merchandise, etc., directly outside the building or structure in which the business operates and shall not apply to businesses that operate from within a building or structure within the City for which a certificate of occupancy issued by Wisconsin State Agency is required and who also provides services within the City that relate to the use, rental, instruction or demonstration of goods sold within the building or structure for which a certificate of occupancy has been issued by the Wisconsin State Agency.

- "Goods Vendor" is a Vendor for any good or service, other than kayak, motorboat, or sailboat tours or rentals, such as: ATV rental/tours, horseback rides, massage, yoga – on the beach – or Others by special request

<u>Users</u>

Groups or individuals wishing to conduct business or host a special event on/in a City owned park, green space, trail or street must fill out an application/ permit from the City of Ashland. Events include, but not limited too:

- Processions, parades, runs, walks, marathons, bicycle races, block parties, transient merchants (as defined in Ordinance 889), peddlers, solicitors, kayak tours/rentals, mobile concession street vendor (as define in Ordinance 889) and other similar activities.

Those wishing to enter into a Moorage License Agreement (MLA) for use of the Ashland Oredock or Ashland Marina must negotiate with the Harbor Commission and Harbor Master

<u>Parks and Green Spaces</u>

The City of Ashland maintains 22 parks within City limits; the following areas are open to commercial use or special events consistent with the requirements of this policy:

Maslowski Beach: western and eastern most beaches and associated parking lots
Bayview Park: beach, City Dock, eastern green space (formally the stockade area), parking lot(s)
Kreher Park: Beach, parking lot
6th Ave Beach: Beach, parking lot
Oredock : Upland Area
Hot Pond: Parking lot
H. Pearson Plaza: green space, eastern entrance
Prentice Park: Green Space
Central Railyard Park: ball field, concession stand, open air pavilion
Hodgkin's Ball Park: ball field, parking lot, dog park

<u>Normal Operating Hours</u>

7am – 10pm Daily

<u>Requirements:</u>

The City of Ashland requires vendors who wish to do business in a city to:

- Submit Proof of insurance ($500,000 in liability insurance that must also include the City)
- Pay application fee (cash/check or credit)
- Failure to provide all pertinent information will result in the denial of the application. Provide their own display materials, extra garbage cans, seating, etc. and make accommodations in case of rain and/or wind.
- Responsible for removal of all garbage associated with their business

- Ensure safety of patrons utilizing the business.
- Leave the area they are using in the same condition or better than they found it.
- Inform the City of any safety hazards

<u>Hold Harmless</u>

Those using the City's parks or green spaces to do business shall hold the City harmless from and against all damages, injuries, claims, lawsuits, causes of actions, or costs of any nature arising out of use of the park/green space in any way.

<u>Fee Schedule</u>

	Mobile Concession	Vendor /Good Vendor	Special Event
Daily	$30	$50	$50
Weekly	$50	$100	NA
Monthly	$175	$200	NA
Yearly	$750	$750	NA

A $100 Refundable Deposit will be received from those wishing to do Commercial Business and/or a Special Event. The stated deposit will be refunded if vender abides by the expectations as stated above.

<u>Application Process</u>

Any person desiring to engage in activities that are considered commercial use or a special event within the City of Ashland must complete and file a written application for permit with the City of Ashland Parks and Recreation Department ("APR").

Transient Merchants planning kayak/canoe outfitting must follow US Park Service guidelines.

<u>Review and Approval Procedures</u>

Commercial Usage/Special Events Permit will be considered for approval or denial by the Parks and Recreation Department.

- Each permit will be valid for 12 months from the date of issue and may be renewed in additional 12 month increments by review of the aforementioned City departments.
- The permittee is required to update any information required in the Application that has changes within five (5) working days of the change. Failure to update will constitute grounds for the revocation of the permit.
- Notification of permit approval will be issuance of said permit.
- Any permit issued pursuant to this Ordinance may include conditions determined by the City to be necessary for the health, safety and welfare of City residents; these conditions may include, but are not limited to:
  - Limitations on how many ships, boats, kayaks, canoes, paddleboards or like vessels the vendor may launch from a City Park at one time and limitations on how many such crafts the vendor may launch from a City park per day or per week.
  - A requirement that the permit holder, or his or her agent, employee or assign, have the permit on his or her person while engaging in the permitted activities.
  - Designation of locations at which and times during which the vendor may engage in the sale of the goods, wares, merchandise or personal property, or in the provision of services and a requirement that the vendor not operate at times or in locations that are not designated on the permit.

If at any time the APR Director, the PW Director or the Ashland Police Department (or their designees) determines that any use of the public park, green space, trail or street is contrary to the public health and safety of the City or such use is tending to cause or provoke a disturbance, the current permit may be revoked and such groups or individuals shall, upon notice, immediately vacate the area.

Denial of Permit.

An application for permit under this policy may be denied where:

1. Required application information is incomplete or incorrect;
2. Applicant is currently wanted on warrant for arrest;
3. A permit fee has not been paid;
4. There are Fraudulent statements or omissions on permit application;
5. The activity is not suitable or appropriate for the proposed location;
6. The applicant or, if the applicant is a corporation, one or more owners or members of the corporation, have had complaints reported to the City of Ashland related to the activities a Peddler, Solicitor or Vendor within the past two (2) years. The applicant shall be permitted the opportunity to address the Council prior to denial if denial is for the purposes of this subparagraph.

Notification of denial will be delivered in writing.

A permit holder may appeal the denial or revocation of any permit pursuant to this policy to the Parks and Recreation Committee of the City of Ashland, which shall conduct a hearing on the issue. Written Notice of the hearing of appeal shall be served not less than three (3) days or more than ten (10) days from the date of the hearing.

CHAPTER 889. TRANSIENT MERCHANTS, SOLICITATION IN RESIDENTIAL NEIGHBORHOODS, AND MOBILE CONCESSION STREET VENDORS.

889.01. Registration and License Required. It shall be unlawful for any Transient Merchant or Mobile Concession Street Vendor to engage in sales within the City of Ashland without being registered and licensed for that purpose as provided herein. It shall be unlawful for any Transient Merchant or any Permanent Merchant to solicit in residential neighborhoods without being registered and licensed for that purpose as provided herein.

889.02. Definitions.

(a) "Transient merchant" means any individual who engages in the retail sale of merchandise at any place in this state temporarily, and who does not intend to become and does not become a permanent merchant of such place. For purposes of this section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received, but does not include a farm auction sale conducted by or for a resident farmer of personal property used on the farm, or the sale of produce or other perishable products at retail or wholesale by a resident of this state.

(b) "Permanent Merchant" means any person who, for at least six months prior to the consideration of the application of this chapter to said merchant: (1) has continuously operated an established place of business in the local trade area among the communities bordering the place of sale, or (2) has continuously resided in the local trade area among the communities bordering the place of sale and now does business from his/her residence.

(c) "Door-to-Door Solicitor" means any person, whether a permanent or transient merchant, who attempts to sell merchandise directly to residents by physically calling upon their dwelling place.

(d) "Merchandise" shall include personal property of any kind, and shall include merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.

(e) "Mobile Concession Street Vendor" shall include individuals and organizations that engage in the sale of concessions from motor vehicles, self-propelled vehicles, manually propelled vehicles, and trailers. Concessions are defined foods and beverages intended to be consumed at the point of purchase.

(f) "Charitable Organization" shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.

(g) "Clerk" means the City Clerk.

889.03. Exemptions. The following shall be exempt from all provisions of this chapter:

(a) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;

(b) Any person selling merchandise directly to other established businesses within the City of Ashland;

(c) Any person selling agricultural products which the person has grown or any fish which the person has caught;

(d) Any person who has an established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested, a home visit by said person;

(e) Any person selling or offering for sale a service unconnected with the sale or offering for sale of merchandise;

(f) Any person holding a sale required by statute or by order of any court; any person conducting a bona fide auction sale pursuant to law; any person conducting a garage sale, yard sale, or estate sale at a private residence;

(g) Any employee, officer or agent of a charitable organization who engages in direct sales or solicitation of donations for or on behalf of said organization, provided that there is submitted to the clerk proof that such charitable organization is registered under sec. 202.12, Wis. Stats., and provided such organization shall comply with the provisions below

(1) Before any direct sales or solicitation for donations can take place, each such charitable organization must file a sworn application, in writing, on a form furnished by the City Clerk, which shall provide the following information:

(A) Name of organization.

(B) Names and addresses of officers of the organization.

(C) Description and approximate dates of the solicitation event(s).

(D) Names of individuals to be involved in solicitation.

(E) Proof of charitable status.

(2) Upon being satisfied that such organization, association or corporation is a bona fide group within the parameters of this chapter, the Clerk shall issue a permit without charge to such organization to solicit in the City. The clerk shall also issue to such organization, an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each member. The card shall also contain the name of the organization and dates and purpose of the solicitation. This permit can be applied for on an annual basis and shall expire June 30 of each year.

(h) Any individual licensed by an examining board as defined in s. 15.01(7), Wisconsin Statutes.

(i) Any persons or organizations operating a concession authorized by a non-profit association in connection with a fair, festival or celebration which is being held under the direction of that non-profit association. Persons or organizations are prohibited from operating a concession or selling products or services within the defined fair, festival or celebration area without authorization from the non-profit association sponsoring the event. The entity sponsoring the event shall submit a description of the defined festival area to the Police Chief or his designee for approval.

(j) Any person 15 years old or under who is operating a stand to sell lemonade or similar beverages at the person's home or in the public right of way adjacent to the person's home, and any person 15 years old or under assisting that person, provided that the police department may order such stand closed if there is reason to believe the stand poses a threat to health or safety, in which case the person may apply for a license under this chapter.

889.04. Transient Merchant & Door-to-Door Solicitor Applications

(a) Applicant Information. Applicants for a transient merchant or door-to-door solicitor license must complete and return to the clerk an application form furnished by the clerk which shall require the following information:

(1) Name, permanent address and telephone number, and temporary address, if any;

(2) Age, height, weight, color of hair and eyes;

(3) Name, address and telephone number of the person, firm, association or corporation that the transient merchant represents or is employed by, or whose merchandise is being sold;

(4) Temporary address and telephone number from which business will be conducted, if any;

(5) Nature of business to be conducted and a brief description of the merchandise, and any services offered;

(6) Proposed methods of delivery of merchandise, if applicable;

(7) Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;

(8) Most recent cities, villages, towns, not to exceed three, where applicant conducted his/her business;

(9) Place where applicant can be contacted for at least seven days after leaving this city;
(10) Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five years, and the nature of the offense and the place of conviction.

(b) Required Documents. Applicants for a transient merchant or door-to-door solicitor license shall present to the clerk for examination:

(1) A driver's license or some other proof of identify as may be reasonably required;

(2) A state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;

(3) A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application license is made.

(c) Fee. At the time the transient merchant or door-to-door solicitor application is returned, a fee shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule, to cover the cost of processing said application. If said application is approved, the application fees will be charged as provided for in the City of Ashland Comprehensive Fee Schedule for each day that business is carried on in the City of Ashland. The Clerk shall issue an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each solicitor. The card shall also contain the dates and purpose of the solicitation.

(d) Agent for service of process. The applicant shall sign a statement appointing the clerk his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally.

889.05. Mobile Concession Street Vendors Applications. A Mobile Concession Street Vendor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk and acted upon by the Common Council. Licenses shall be for a term of one year and shall expire June 30. The fee for a Mobile Concession Street Vendor shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule. The fee shall be waived for non-profit organizations.

889.06. Investigation

(a) Referral to Police. Upon receipt of each application, the clerk may refer it immediately to the Chief of Police who may make and complete an investigation of the statements made in such registration.

(b) Denial of license. The clerk shall refuse to license the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or materially inaccurate statement; complaints of a material nature have been received against the applicant by authorities in the most recent cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or the applicant failed to comply with any applicable provision of this chapter.

889.07. Appeal. Any person refused or denied a license may appeal the denial through the Common Council.

889.08. Prohibited Practices.

(a) A transient merchant or door-to-door solicitor shall be prohibited from: calling at any dwelling or other place between the hours of 8:00 p.m. and 9:00 a.m. except by appointment; calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers," "No Solicitors" or words of similar meaning; calling at the rear door of any dwelling place; or remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.

(b) A transient merchant or door-to-door solicitor shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity, or characteristics of any merchandise offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents. A charitable organization transient merchant shall specifically disclose what portion of the sale price of the merchandise being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.

(c) No transient merchant or door-to-door solicitor shall sell or offer for sale any goods, wares, merchandise or produce of any kind from a stand or vehicle while the same is placed or parked upon any public street except to make deliveries from house to house or to places of business. No signs or goods, wares, merchandise or produce of any sort shall be set, placed or displayed within any portion of the right-of-way for any City of Ashland street.

(d) No transient merchant or door-to-door solicitor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith without the prior written approval of the City of Ashland Park Board.

(e) No licensee nor any person in his behalf, shall use any sound amplifying device for the broadcasting of words upon any of the streets, alleys, parks or other public places of the City or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares, or merchandise which such licensee proposes to sell.

(f) No licensee shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.

889.09. Disclosure Requirements

(a) After the initial greeting and before any other statement is made to a prospective customer, a transient merchant or door-to-door solicitor shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of merchandise or services he/she offers to sell.

(b) If any sale of merchandise is made by a transient merchant or door-to-door solicitor, or any offer for the later delivery of merchandise is taken by the seller, the buyer shall have the right to cancel said transaction if it involves the extension of credit or is a cash transaction of more than $25, in accordance with the procedure as set forth in sec. 423.203, Wis. Stats.; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of secs. 423.203(1)(a)(b) and (c), (2) and (3), Wis. Stats.

(c) If the transient merchant or door-to-door solicitor takes a sales order for the later delivery of merchandise, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial, or no advance payment is made, the name, address, and telephone number of the seller, the delivery or performance date, and whether a guarantee or warranty is provided and, if so, the terms thereof.

889.10. Mobile Concession Street Vendors.

(a) Mobile Concession Street Vendors shall be allowed to sell from public streets, but shall not impede the free use of streets or sidewalks by vehicles or pedestrians. All traffic and parking regulations shall be observed. If an on-duty officer of an authorized law-enforcement agency determines that a safety problem exists related to the selling activities at a specific location(s) by a Mobile Concession Street Vendor, the officer shall have the right to order the vendor to cease selling at that location(s). Mobile Concession Street Vendors shall not remain in one location, either on a city street, street right-of-way, or in a public park, for a period of longer than six (6) hours.

(b) Licensed Mobile Concession Street Vendors shall be allowed to operate only between the hours of 9:00 a.m. and ~~9~~ 10:00 p.m. No sales shall be permitted with 300 feet of an established, operating concession stand operated by a non-profit or charitable organization, such as Little League, school groups, or other similar organizations, or other existing permanent food uses.

889.11. Food Vendors in Parks. The Public Works Director and/or Parks and Recreation Director may waive the six-hour limit and authorize food vendors to sell food items intended for on-site consumption in City parks for a period of five consecutive days or less during a specified event. Said food vendors will be required to complete an application and pay a fee equal to the amount charged to transient merchants.

889.12. Exhibition of License. Licensed transient or permanent merchants soliciting in residential neighborhoods must wear their identification license card in a conspicuous place on their clothing. Transient merchants selling from a fixed location must exhibit their certificate of license in a conspicuous place at the site where they are selling. Mobile Concession Street Vendors shall display their license in a window of their vehicle.

889.13. Records. The Chief of Police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted.

889.14. Revocation of License. Licenses issued under the provisions of this ordinance may be revoked by the Common Council after notice and hearing for any of the following causes:

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

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

(c) Any violation of this ordinance;

(d) Conducting the business of solicitor, mobile concession street vendor or transient merchant, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public;

(e) Conviction of any crime or misdemeanor.

889.15. Notice of Hearings. 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 prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

889.16. Penalty. 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.

ADOPTED: 889 (1536) 3/12/2002

AMENDMENTS: 889 (1779) 3-13-2012; 889 (2016-1876) 7/12/2016; 889 (2020-1929) 3/10/2020;