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ASHLAND CITY COUNCIL MEETING

Tuesday, January 12, 2021 – 5:30 PM

Please silence all cell phones during the meeting

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

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

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. CONSENT AGENDA

**A. Approve to Apply for Otto Bremer Trust Grant for a First Responder and Recovery
Coach Partnership Program (Police Department)**

- B. Approve a Resolution to Apply for a Historic Preservation Fund Subgrant through the Wisconsin State Historic Preservation Office to Fund nomination of Fifield Row for the State and National Historic Registers (*Planning*)**
- C. Approve to Reverse Emergency Declaration for the Purpose of Permitting the Timely Repairs of a Portion of the City's Sanitary Sewer between Mac Arthur Avenue and 9th Avenue West per Wisconsin State Statute 62.15(1b) (*Public Works*)**
- D. Approve to Accept an Urban Forestry Grant from Wisconsin Department of Natural Resources (WDNR) (*Parks*)**
- E. Approve to Apply for an SC Johnson Grant for New Playground Equipment (*Parks*)**
- F. Approve Staff to Reapply for the City of Ashland to be Listed as a Bird City Wisconsin, to Apply for a Bird City Wisconsin Small Grant, and Approve a Resolution to Proclaim the Third Weekend in May as the Observed International Migratory Bird Day in Ashland, Wisconsin (*Parks*)**
- G. Approve Barbara J Allison as New Agent for the Alcohol License Application for The 5th Quarter LLC at 301 Main St E, Ashland (*Clerk*)**
- H. Miscellaneous Minutes**

7. NEW BUSINESS

- A. Public Hearing Regarding City of Ashland 2021 Community Development Block Grant (CDBG) CLOSE and Public Facilities Applications to Fund 6th Street East Reconstruction Project and CDBG-CLOSE Application to Demolish the Blighted Structure at 501 3rd Street West (*Planning*) Roll**
- B. Approve a Resolution for the Submission of 2021 Community Development Block Grant CLOSE (CDBG CLOSE) and Community Development Block Grant Public Facilities (CDBG PF) Applications and Commitment of Matching Funds for the Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (*Planning*) Voice**
- C. Approve a Resolution for the Submission of a 2021 Community Development Block Grant CLOSE (CDBG CLOSE) Application for the Acquisition of 501 3rd Street West and Demolition of the Blighted Structure thereon (*Planning*) Voice**
- D. Approve a Resolution to Authorize a Representative of the City of Ashland to File Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund for the Lead Service Lateral Replacement Program (*Public Works*) Voice**
- E. Approve a Resolution to Accept the Workmanship of Nasi Construction, LLC, and Approve Final Payment for the 2020 Building and Pearson Plaza Improvements Project (*Public Works*) Roll**
- F. 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**

G. Approve for the Police Department and Fire Department to Enter into Contracts for Online Training Programs (*Police & Fire Departments*) Roll

H. Approve the Agreement by and between the City of Ashland and Town of White River for Emergency Medical Services (*Fire Department*) Roll

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

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

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, December 8, 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, December 8, 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. Liz Franek dedicated the Moment of Silence to Dick Pufall and his family. Also to Jim Miller's family, who lost his life in a recent fire.

PRESENT: Holly George (5:31), Matthew MacKenzie, Sarah Jackson, Kate Ullman (5:31), Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charles Ortman, Liz Franek, and Jackie Moore.

ABSENT: Dick Pufall (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Max Lindsey, Planning Director Megan McBride, Parks Director Sara Hudson, Deputy Clerk Sarah Szymaniak, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. October 22, 2020 Committee of the Whole Budget Work Session Minutes

B. November 17, 2020 City Council Meeting Minutes

Haas moved, seconded by Moore to approve the minutes. The motion carried 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:

Jeanna Olbekson 808 1/2 Chapple Ave spoke about homelessness in Ashland and shared about her outreach. She supports starting a warming house in Ashland.

5. MAYOR'S REPORT

A. Recognition of Service to Ernie and Myra Bliss

The Mayor recognized Myra and Ernie Bliss to Council and thanked them for their years of service and dedication as Election Officials.

B. Announcements

The Mayor extended her sympathies to Dick Pufall for a recent loss in his family. She congratulated Public Works employee Jim Watson on his retirement. She shared that she attended the Northwest Regional Planning meeting and commented that the region is ending the year with a resilient economy. Mayor Lewis reminded current Council members of even-numbered wards to complete paperwork for the Spring Election on April 6, 2021. December 28 is the deadline to return papers or file a Declaration of Noncandidacy. She stated that area COVID numbers continue to go up and our medical services are keeping up. Vaccines are coming, but in the meantime citizens must remain vigilant. Mayor Lewis thanked the Council for their time and commitment in 2020 and wished everyone happy holidays and a Merry Christmas.

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**

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

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**

Moore moved, seconded by Franek to approve the contract with GRAEF for \$24,491. The motion passed unanimously by roll call vote.
- B. 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**

Kate Sullivan from Impact Seven gave a brief overview of the proposed project. Sullivan and Planning Director McBride answered questions from Council. Tochtermann moved, seconded by George to approve the resolution. The motion passed unanimously by voice vote.
- 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**

City Clerk Denise Oliphant introduced the item and answered questions from Council. George moved, seconded by Haas to approve the 2021 proposed renewal quotes from EMC Insurance Company and MPIC. The motion passed unanimously by roll call vote.

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

Whitebird moved, seconded by Moore to approve the resolution and final payment to Custofam Corporation of \$19,782.77. The motion passed unanimously by roll call vote.

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

Haas moved, seconded by Moore to approve the purchase for \$103,016.90 from McCoy Construction and Forestry, with the understanding that Kucera will follow up with Council about the bidding process. The motion passed unanimously by roll call vote.

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

City Administrator Brant Kucera introduced the agreement and answered questions from Council. Tochtermann moved, seconded by George to approve the agreement. The motion passed unanimously by roll call vote.

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

City Administrator Kucera asked to have the item be postponed until the next Council meeting. Ortman moved, seconded by Haas to postpone the agreement until the first Council meeting in 2021. The motion passed unanimously by roll call vote.

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

Parks and Rec Director Sara Hudson gave background on the policy, and answered questions brought forth by Council. Haas moved, seconded by Jackson to approve. The motion passed unanimously by voice vote.

8. ADJOURNMENT

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

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **December 8, 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 Tuesday, December 8, 2020 Committee of the Whole meeting was called to order by Council President Haas virtually via GoTo Meetings at 7:10 pm.

Present: Holly George, Matt Mackenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Jackie Moore

Excused: Dick Pufall

Absent: None

Also Present: Mayor Deb Lewis, City Administrator Brant Kucera, Planning Director Megan McBride, City Clerk Denise Oliphant, Deputy Clerk Sarah Szymaniak, and other concerned citizens.

2. Council President's Report

Haas stated that the police department analysis discussion will be on the first January Committee of the Whole agenda.

3. Administrator's Report

Kucera shared updates about COVID-19 in the City, County, and nation.

4. Approval of Agenda

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

5. Committee Updates

Plan Commission (Mackenzie) - Public hearing on Impact Seven project. Also discussed the Timeless Timbers site.

Police and Fire Commission (Lewis) - Commission is moving forward with interviews for the new police chief. The commission hired McGraff Consultants to advise on the hiring.

Library Board (Jackson) - The library has shortened hours due to COVID. The

budget has been completed.

Housing Authority (Franek) - Discussed the budget for 2021.

Housing Committee (Tochterman) - Focused on revising the Strategic Plan.

Parks and Rec (Haas) - Discussed the bike plan, grants, new playground equipment at Prentice Park, made a recommendation for bathroom facilities at Penn Park.

Public Works Committee (Moore) - No new updates

Sustainability (Ullman) - Discussed a tree sponsorship program. Spoke of need for community education on recycling.

Historic Preservation Committee (Franek) - no new updates.

Disabled Parking Committee (Whitebird) - no new updates.

Source Water Protection Committee (Ortman) - Discussed I&I, City projects, and marketing the Source Water Protection Plan.

Cemetery Board (George) - The County approached the City about using a City building as an emergency mortuary.

6. Discussion Items

A. **Presentation and Discussion Regarding Potential Amendments to the Tax Increment District (TID) #10 Project Plan** *(Planning)*

Planning Director Megan McBride gave a brief on TID # 10 and spoke about potential amendments to increase efficacy of the district. Council encouraged McBride to propose her ideas at the next Council Meeting.

7. Adjournment

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

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SUBJECT: Approve to Apply for Otto Bremer Trust Grant for a First Responder and Recovery Coach Partnership Program (*Police Department*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: Administration
Finance

EXHIBITS: 1. First Responder and Recovery Coach Partnership Program Grant Application

EXPENDITURES REQUIRED: \$1,000 Equipment
\$2,000 Supplies
\$2,100 Office Space
\$ 200 Other
\$5,300 - Match Total

AMOUNT BUDGETED: \$5,300 PD General Operating Budget

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed grant application conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

This Grant opportunity would allow for a collaborative community program to assist in reducing substance use and increase pathways to recovery in the City of Ashland thru First Responder and Recovery Coach Partnership Program (FRRCPP).

The City of Ashland wishes to create a FRRCPP to assist in reducing the grave impacts of substance use and increase resources for those seeking recovery in the Chequamegon Bay Area. First Responders have a front row seat to illicit substance use and misuse, responding 24/7 to drug overdoses and calls for service for individuals with substance use and co-occurring disorders. Coaches and Peer Specialists are professionally trained community members with experience in substance use challenges and recovery. This collaborative community

program would reduce and potentially prevent overdoses and acute intoxication effects by working hand-in-hand with peer supports and behavioral health professionals. The FRRCPP will provide peer-led, real-time recovery support, quickly linking community members to evidence based effective treatment and services.

The City of Ashland and the greater Chequamegon Bay Area have identified the issue of community substance use including opioids, methamphetamines, alcohol and other controlled substances, as a major issue that impacts nearly every aspect of our quality of life and economic vitality. The City and its First Responders have long recognized that this challenge has not been met effectively alone. Area leaders have worked together to address this issue in numerous ways facilitation of regional intra-agency collaboration, drug task forces and drug prevention efforts.

Partners in this endeavor include Memorial Medical Center's Behavioral Health Unit and Emergency Services, North Lakes Community Clinic, Ashland County Wellness and Recovery Court, and Ashland County Criminal Justice Coordinator's Treatment Alternatives and Diversion Program.

First Responder and Recovery Coach Partnership Program

Standard Grant Application

Project Title	First Responder and Recovery Coach Partnership Program
Purpose	The application is to create a collaborative community program to assist in reducing substance use and increase pathways to recovery in the City of Ashland thru First Responder and Recovery Coach Partnership Program (FRRCPP). The City of Ashland is seeking funding to create a FRRCPP to assist in reducing the grave impacts of substance use, & increase pathways to recovery in the Chequamegon Bay Area. First responders have a front row seat to illicit substance use and misuse, responding 24/7 to drug overdoses & calls for service for individuals with substance use & co-occurring disorders. Coaches & Peer Specialists are professionally trained community members with lived experience & recovery in substance use challenges. This collaborative community program will reduce & prevent overdoses & acute intoxication effects by working hand-in-hand with peer supports & behavioral health professionals. The FRRCPP will provide peer-led, real-time recovery supports—quickly linking community members to evidence-based, effective treatment & services.
Proposal Summary	The City of Ashland, & the greater Chequamegon Bay Area, has identified the issue of community substance use (including opioids, methamphetamines, alcohol & other controlled substances) as a major issue that impacts almost every aspect of our quality of life & economic vitality. The City & its first responders have long recognized this challenge is not met effectively alone. City leadership has participated in efforts to address this issue in a number of ways, primarily through facilitation of regional intra-agency collaboration efforts, primarily through facilitation of regional intra-agency collaboration efforts, drug task forces, & drug prevention efforts.
Amount Requested	\$65,000.00
Total Program Cost, including requested amount	\$70,300.00
Organization Budget	\$11,000,000.00
Duration in Years	1
Community	Ashland, WI is located on the southern shores of Chequamegon Bay of Lake Superior, is called "Home" by 7,900 hearty, hardworking, and resilient people. Though Ashland is rich in natural resources and history, 20.2% of the population now lives at or below the poverty level. The Ashland School District has a free and reduced lunch rate of 61%, meaning that 61% of the children in the school district live at or below the poverty line. The median household income for a family of four in the city is \$38,222. These statistics, from the US Census Bureau, show that Ashland is a socio-economically deprived area. Poverty can be an underlying cause for several community health issues: obesity, diabetes, stress, alcoholism and illicit substance use. The Chequamegon Bay Community substance use is on the rise and increasing in acuity. This threatens the health and vitality of our rural community. The City and its first responders have long recognized this challenge isn't met effectively alone and through partnerships, like this, a difference can be made. The City of Ashland operates both a full time/staffed Emergency Medical Services (EMS) and Police Departments. The Ashland Fire Department services include paramedic-level EMS response and critical care paramedic-level EMS transport, and a community paramedic (mobile integrated health) program. While call reasons are not tracked, our health care community has seen an increase in drug overdoses. Over the last 2 years, the Ashland Police Department has responded to over 9000 calls per year. While the response system does not systematically track drug-related responses (for example traffic crashes, OWIs, EMS call, or domestic violence) existing documentation shows that 172 drug calls have been documented in 2020.

Since 2016, we have witnessed a significant increase of drug-related calls as a result of opioid or methamphetamine intoxication. With very limited inpatient bed space at MMC, and the nearest residential substance use treatment facility two hours away, having a peer-led recovery response is critical in creating a pathway to community recovery. With the expansion of services that is program will provide, partners will assist in helping neighbors get on a path to recovery path, that leads to the healing of themselves and their family in the hope that heal some of the experienced generational hurt. The FRRCPP has the opportunity to intercept users before they enter the criminal justice system and gain help. This program will be a nimble, peer-led recovery response with skilled navigation to treatment resources to help keep families intact and supported; community members engaged in recovery and wellness; increase public safety and engagement; and promote a stable, supported workforce to ensure a thriving community. The FRRCPP will build capacity to train community members in becoming peer support providers, lessening the disconnect between actual alcohol and illicit drug use and the response by law enforcement. Partners will working together with first responders increases our effectiveness in connecting timely recovery services and a continuum of behavioral supports that enhance individual and family outcomes—strengthening community relationships through these challenging times.

Public safety personnel/first responders (law enforcement and EMS) often do not have time to make lasting connections when responding to substance use calls and engage in local treatment and recovery services. Often times, the individual may not be capable of navigating these services alone and especially if they are not transported to the local emergency department for care. Embedding the FRRCPP within Emergency Response Services is an innovative, evidence-based plan for the City of Ashland to address alcohol, opiate and methamphetamine addictions. Connections and peer support will also be provided to interested family members. The City of Ashland will hire two part time peer support staff to:

- Provide Emergency Department coverage,
- Provide Emergency Response when needed
- Respond to referrals by the local behavioral health unit, Wellness and Recovery Court, and County Treatment Alternatives and Diversion Program.
- Work with community partners to develop program evaluation
- Work with community partners to identify data points within police and EMS units to build an effective peer support community partnership
- Assist in tracking the use of Narcan by first responders.

The program will also hire a ¼-time person to manage the coaches, and area clinical staff has agreed to devote one-two hours/month to work with the coaches and recovering individuals.

Additionally, Recovery Coaches/Certified Peer Specialists will help people connect to those support services in the community that best meet their needs. The rural context of our community, managing during a pandemic and extreme weather can foster isolation, making it difficult for people to have connection with others. Recovery Coaches/Peers know best how to fill that void by making sure people in recovery feel supported and connected.

The Model:

First Responders collaborate with on-call peer recovery coaches when responding to an event where substance use is a primary contributor. Once the scene is secure, a phone call is placed to a recovery coach to respond. A post event referral can be made by law enforcement, fire department, or EMS as well by leaving a card with the individual, or a family member with the peer recovery coach contact information.

Through this proposed program, substance users will have multiple pathways to access to a recovery coach/peer:

- First responder is able to secure an Release Of Information (ROI) to release the community member's contact information to a recovery coach for follow-up within one hour
- First responder leaves recovery coach contact information with the community member or their family
- Memorial Medical Center Emergency Department (MMC ED) receives a patient with acute substance use disorder or related medical condition and is able to secure an ROI with the patient to enable contact from a recovery coach within one hour
- Memorial Medical Center Behavioral Health Unit (MMC BHU) receives a patient with acute substance use disorder and is able to secure an ROI with the patient to enable contact from a recovery coach within one hour
- Referral from Ashland County Recovery and Wellness Court and The Ashland County TAD (Treatment Alternatives and Diversion) program

The ultimate goal of the City of Ashland Responder and Recovery Coach Program is to work with community partners to establish a recovery coach/peer program and increase response capabilities and support.

Proposed Work

Impact

The impact of the program will be measured by the following:

- A decrease the number of overdose fatalities in Wisconsin (specifically the Chequamegon Bay Area)
- Increase treatment and recovery support services
- Reduce Emergency Department admissions
- Reduce recidivism
- Reduce arrests and jail intakes
- Strengthen and sustain our collaborative peer support network and
- Create pathways for community recovery.

The result of this work will be shared through a newspaper articles, social media posts, a white paper and presentation(s) at conference(s). Sharing lesson learned and accomplish is important the partners so this program can be replicated in other communities.

The City of Ashland is located on Chequamegon Bay of Lake Superior and its mission is "To always promote the betterment of Ashland" with a vision "to become a thriving community that values its natural environment, rich history, unique and diverse cultures, way of life and stewardship".

Ashland, historically known as the Garland City of the Inland Seas and is now known as the Historic Mural Capital of Wisconsin. It grew from a small nineteenth century settlement to an industrial center with a shoreline bustling with sawmills, cargo terminals, and ore docks for conversion of the area's rich natural resources and now it has come full circle back to a small rural community.

The City of Ashland has a Mayor/Council form of government, with a full-time hired City Administrator. Residents of Ashland are represented by an elected Mayor and 11 council members elected from their respective wards. The City of Ashland employs approximately 100 full-time individuals in several departments: administration, airport, community development, fire and EMS, library, parks and recreation, police, and public works, along with approximately 40 seasonal summer staff. The City has a number of citizen committees consisting of approximately 200 unpaid volunteers.

City leadership and members of the Police Department have been members of the Ashland County Wellness and Recovery Court board, Resilience Alignment Beekeepers Chequamegon Accountable Community for Health project, and NorthLakes Community Clinic Advisory Board, as well as written letters of support for grant opportunities for other agencies seeking to address substance use. The current Mayor has been instrumental in facilitating efforts to find a physical space for the Partners in Recovery Program that currently located in the City center. The Ashland Police Department sponsors a drop boxes for safe disposal of unused prescription drugs and needles. Officers regularly (pre-pandemic) go into the schools to read to young schoolchildren and assist at community events, helping to develop a trusting relationship with the public. Officers, from both Police and EMS, are trained in the administration of Narcan and carry it while on duty. Ashland Police officers have also been sent to specialized training in identifying various controlled substances.

The City of Ashland is well versed in grant fund management, having successfully administered numerous federal, state, and foundation grants. The City of Ashland has adopted accounting, financial, capital improvement and budget policies to provide the framework for managing the City's financial resources. These policies are designed to: 1) Contribute to the confidence in City operations and the governing body's commitment to sound financial practices; 2) Save time and energy of the City Council and appointed officials; 3) Direct the attention of the City Council, City Administrator, department heads and the public to the City's total financial condition and link day-to-day operations with long-range financial planning; and 4) Contribute to the stability and expeditious handling of the City's financial affairs. The Mayor, City Council, City Administrator and department heads may change over time, but sound financial and accounting policies will be in existence to guide whoever holds these positions.

The FRRCPP vision to have first responders seen for what they are- the first line of help for someone in a really bad situation and the ability to connect them with someone who could help them get treatment by pointing them in the direction of sober community support and form relationships that provide a constant caring message. Program partners, listed below, have all worked together on ongoing substance use and behavioral health initiatives, bringing a deep level of trust and collaboration to the proposed project.

Ashland Memorial Medical Center - Behavioral Health Unit (BHU)
Behavioral Health will work in partnership with the City of Ashland FRRCPP by identifying and connecting individuals admitted to the Unit Behavioral Health with substance abuse issues to a peer support worker. Staff will be educated on the purpose and effectiveness of peer support workers and how to access them. MMC will ensure all necessary data collected regarding the use and effectiveness of the Peer Specialist is available to the City for their use in program evaluation. MMC will also be responsible for ensuring that we communicate any changes to operations or

Your Organization and Resources

Partners and Networks

access in a timely manner to the grant holder.

Ashland Memorial Medical Center – Emergency Department
Memorial Medical Center: Emergency Department and our first responders have long worked closely and collaboratively to save lives and prevent overdose fatalities. Introducing the peer partnership alongside first responders within the emergency department setting (after COVID protocols permit), or shortly thereafter by referral, is an empowering recovery connection that is made at the earliest point possible. This peer partnership strengthens the pathways to community recovery and offers additional support to family members. This cohesive, real-time response will improve recovery outcomes, facilitate stronger partnerships, and serve as a model for rural communities with few resources in battling overwhelming substance use challenges.

North Lakes Community Clinic
NorthLakes Community Clinic will collaborate with the FRRCP to receive referrals and connect them to recovery and behavioral health services. NorthLakes staff will work to support the person to the best of their ability. Additionally, NorthLakes offers a complete array of healthcare to support whole person health and accepts individuals with no health insurance through our sliding fee program, removing financial barriers to accessing care.

Ashland County Wellness and Recovery Court (WRC)
The mission of the Ashland Wellness & Recovery Court is to enhance public safety and decrease criminal behavior by providing justice-involved individuals with Alcohol and Other Drug Abuse (AODA) treatment opportunities and intensive court supervision. The Ashland County Wellness & Recovery Court, formally the Drug Court program, has collaborated with the Ashland Police Department since its inception in 2010. Participants of the WRC often do not have a positive relationship with law enforcement officers and the program helps to change participant's perception, allowing them to see law enforcement as people who is on their team and are there to support them as they walk their road to recovery.

Ashland County Criminal Justice Coordinator - Treatment Alternatives and Diversion Program (TAD)
The Ashland County TAD program is a safe, effective, and innovative jail alternatives and community treatment opportunity for nonviolent offenders who have a substance abuse treatment need. This program works with partner to focus on offender accountability, effective intervention, and to enhance public safety by developing research - based programs and establish a long-term benefit to our community. The purpose of the TAD program is to ensure that offenders are accountable for criminal behavior, their treatment needs are addressed, and the cost of prosecution and the trauma that victims face by testifying is reduced.

City of Ashland Police Department and Emergency Services Department
It's common to have EMS or police calls where someone under the influence of drugs isn't going to be arrested or transported to the hospital. If this happens, they are left with family or friends & no follow up help is made. This program would allow PD and EMS to have the them sign a form giving permission share their contact information to the FRRCP.

If awarded, FRRCP will hold monthly stakeholder meetings.

Looking Ahead

With the implementation of this program, substance use and abuse will decrease over time putting more community member into recovery and thus changing the focus of this program from identifying users to keeping community members sober. This program will strength the working relationships that the project partners have created and the ability to work together to alleviate future crises/issues that may arise within our community.

Other Information

1) COVID-19 has had an enormous impact on our organization and community.

The impact of COVID-19 in 2020 has caused a reduction in City revenues, department reduced expenditure to maintain a balanced budget for 2020. In order to keep service levels the same as in past years for Fiscal year 2021, the City of Ashland had to use fund balance of \$145,000 and each department had to reduce their budgets by 2.5% to balance the 2021 budget. The use of fund balance and reduction in the 0221 budget leave no "wiggle room" for the City of Ashland to take on the hiring of these important positions alone.

Gathering is a large part of the recovery program, due to COVID-19 typical meetings of this fashion where not able to happen and many users fell "off the radar" or started using again. During COVID-19 healthcare providers have seen an increase in drug and alcohol use, increase of blood alcohol levels, acuity of the admissions, and ODs. Making the case for this program even greater.

Efforts to pursue funding will continue, and we will explore partnerships to sustain peer support providers. We also plan to improve data collection mechanisms to assess success and leverage for program growth. The first responder-peer partnership will open new pathways for community recovery and wellness, and open avenues to operate

emergency response with a recovery-oriented approach.

2)The arrival and impact of COVID-19 has brought us opportunities along with many challenges. Our community first responders and behavioral health providers have multiple safety protocols in place that are working at present. Adjustments are already being made by our community partners to safely respond to local, state and federal guidelines around responding during COVID-19.

During this trying time, the program will be safely be integrated and delivered the following formats: print, digital and nondigital assisting to create a whole spectrum workflow to respond to peer calls and referrals.

1. Nondigital methods include: phone calls to the peer referral; implementing a warm line for non-crisis calls; provide free texting resources-local, state and national agencies; development of a local peer texting support service focused on recovery.

2. Digital methods include: social media to foster connection, community education, and outreach. Posting information around digital events supportive of recovery; AA and NA virtual meetings listings. Development of a virtual recovery resource map for individuals and their natural supports.

3. Digital meeting platforms such as zoom, google meets in order to connect with referrals on a deeper level. Digital meetings will also be utilized to stay connected with our FRRCP team to discuss program status and share community updates.

4. Digital survey platforms will be established to collect and analyze data around program effectiveness, peer feedback, and stakeholder engagement.

5. Print methods include the development of cards, informational brochures and community posters to do outreach and raise awareness in and around the community.

Grant funds will be used to purchase cell phones, phone cards, and laptop. Office space will be an in-kind donation by the City of Ashland to ensure that recovery coaches have dedicated phones and secure internet connections to engage in recovery supports and the ability participate in digital communication for facilitating individual and group meetings. The budget also includes funding to develop and distribute printed materials and ongoing training.

Standard Grant Financial Info

Fiscal Year Start Month	January
Fiscal Year Start Day	1
Fiscal Year End Month	December
Fiscal Year End Day	31
Previous FY Actual Revenues	\$10,696,638.00
Previous FY Actual Expenses	\$10,714,393.00
Previous FY Actual Net	(\$17,755.00)
Previous FY Budget Revenues	\$10,737,500.00
Previous FY Budget Expenses	\$10,827,157.00
Previous FY Budget Net	(\$89,657.00)
Previous FY Notes	The above numbers are from 2019 financials.

Year to Date As Of	11/30/2020
YTD Actual Revenues	\$10,264,568.00
YTD Actual Expenses	\$9,188,135.00
YTD Actual Net	\$1,076,432.00
Annual Budget Revenues	\$10,869,015.00
Annual Budget Expenses	\$10,869,015.00
Annual Budget Net	\$0.00
YTD Notes	These are preliminary numbers for 2020.
Balance Sheet As Of	12/31/2019
Current Assets	\$5,228,167.00
Total Assets	\$8,179,098.00
Current Liabilities	\$3,470,262.00
Total Liabilities	\$3,470,262.00
Balance Sheet Notes	

Standard Grant Attachments

Organization Contacts (REQUIRED)

Sr. Number	File Name	Attachment Description (Optional)	Created Date
1	Organization Contacts.xlsx	Organizational Contacts Form	12/14/20

Proof of Tax-Exempt Status (REQUIRED)

SUBJECT: Approve a Resolution to Apply for a Historic Preservation Fund Subgrant through the Wisconsin State Historic Preservation Office to Fund nomination of Fifield Row for the State and National Historic Registers (*Planning*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development
Finance Department

EXHIBITS:

1. Proposed Resolution
2. Historical & Architectural Resources Survey - Fifield Place/Row Homes

EXPENDITURES REQUIRED: *No Match Required*

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed grant application for funding to nominate Fifield Row for Historic Designation on the State and National Historic Registers conforms to the goals and principles of the City's Comprehensive Plan. Designation of Fifield Row, if funded, would streamline Historic Tax Credit application process for the property owners, and help to safeguard these historic resources. This directly furthers the Comp Plan directives to "prioritize the preservation of our historic and architectural assets" and "protect and enhance our physical form, our architectural heritage, and how our built environment supports our community and nurtures us civically."

SUMMARY STATEMENT:

In 2016-2017, the City completed an intensive Historic and Architectural Resource Survey of the community, which concluded that six (6) homes and one (1) non-contributing garage would be eligible for nomination for the State and National Historic Registers as the "Fifield Row Historic District" (see attached). The City was previously approached by an anonymous private donor with interest in funding the approximately \$5,000 nomination process. However, while this funding is no longer available, the extended deadline for the Historic Preservation Subgrant application created the opportunity for the City to apply for monies to fund the designation of Fifield Row. Therefore, the Planning and Development Department submitted a grant application on January 4, 2020 for \$5,779 to fund the nomination.

If selected for funding, City Council would need to approve to accept the grant award in order to enter into

contract. The City would then competitively solicit a qualified firm/consultant to complete the necessary paperwork and processing for nomination of the Fifield Row Historic District as identified in the City's Historic and Architectural Resource Survey. Designation of the district would 1) require any significant alterations to contributing structures within the district meet Department of Interior standards, 2) bring visibility to these unique historic resources, and 3) would streamline the Historic Tax Credit application process for property owners within the district in the future.

RESOLUTION No. 17608

APPROVE A RESOLUTION TO APPLY FOR A HISTORIC PRESERVATION FUND SUBGRANT THROUGH THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE TO FUND NOMINATION OF FIFIELD ROW FOR THE STATE AND NATIONAL HISTORIC REGISTERS

WHEREAS, funding is available through the Wisconsin state Historic Preservation Officer (SHPO), which is managed by the national Park service, U.S. Department of interior at the federal level; and

WHEREAS, it is necessary for the Common Council to approve the preparation and filing of an application for the City of Ashland to receive funds from this program; and

WHEREAS, the City Council has reviewed the need for the proposed project, and the benefits to be gained there from; and

WHEREAS, no local match is required for submission of this Historic Preservation Subgrant application.

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

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland does hereby approve the preparation and filing of a Historic Preservation Subgrant in the amount of \$5,779.00 with no local match; and that authority is hereby granted to the Department of Planning and Development to take the necessary steps to prepare and file application for funds under this program in accordance with this Resolution.

PASSED: January 12, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

DISTRICTS

FIFIELD PLACE HOMES HISTORIC DISTRICT

Address	AHI#	NRHP Evaluation
110 N. Ellis Avenue (aka 1 Fifield Place) & 2-5 & 7 N. 2 nd Avenue East (aka Fifield Row)	See resource table on page 13	Potentially Eligible
Description and Statement of Significance		



2, 3, 4, 5 & 7 N. 2nd Avenue East (aka Fifield Row). All five homes were built in 1887 by Samuel S. Fifield.

This small district of six homes includes five along N. 2nd Avenue East (aka Fifield Row) and one along N. Ellis Avenue (aka 1 Fifield Place), as well as a non-contributing garage (See map on page 13). The largest of the six is oriented to N. Ellis Avenue, rises two stories in height and is topped with a hipped roof. Although altered with asbestos siding and missing its original tower, the over 4,000-square-foot home retains a number of its original tall-and-narrow windows. The other five houses also rise two stories in height and generally reflect their original Queen Anne styling. While house #4 stands as the most intact of the five--featuring wooden shingle and clapboard sheathing, as well as detailed porchwork--the other four homes have seen varying degrees of alteration. Notably, however, house #5 is currently undergoing restoration.

Samuel S. Fifield built the house on N. Ellis Avenue in 1883 as his own home, while the “cottages” along Fifield Row were constructed in 1887. Born in 1839 in Penobscot County, Maine, Fifield came to Wisconsin in 1854 and moved to Ashland in 1872. Having earned experience in printing (as did his brother), Fifield would establish *The Ashland Press* with his brother that same year, as well as serve as one of the first supervisors of the Ashland County Board. In 1874, he was elected to the State Assembly, serving as Speaker just two years later. That year he would take up the position of State Senator, which he held in 1877, 1880 and 1881; the lattermost date in which he was elected Lieutenant Governor of Wisconsin (a position he served through 1886). In 1890, Fifield was appointed postmaster of Ashland, a position he held for sixteen total (but not consecutive) years. In addition, he also served as the vice president of the First National Bank and the Ashland Lighting Company. In 1863, he wed Stella Grimes, with

whom he would live in the subject home--dubbed as “Evergreen Cottage”--from 1883 until her death in 1913; Fifield himself died in 1915.¹



110 N. Ellis Avenue (aka 1 Fifield Place): Samuel S. & Stella Fifield House (1883).

Likely a reaction to the existing shortage of housing², as well as identifying earnings potential, Fifield built six cottages along N. 2nd Avenue East in 1887 for a sum of \$18,000. Following the establishment of initial water, gas and light services between 1883 and 1884, the community began to grow. So much so that available housing lagged behind the increasing population. The six cottages, as well as his own home (and another non-extant house on N. Ellis Avenue), were identified in city directories as “Fifield Place,” each of which provided rentable living quarters that were announced as available to tenants as of 15 October

1887. As of the 1888 city directory, the following people were identified as renting the cottages from Fifield³: Gustavus Wiberg of Tanton & Wiberg, pianos, organs and merchant tailors (115 N. 2nd Avenue East, aka 2 Fifield Place); Thomas F. McCarthy, agent, Columbus & Hocking Coal & Iron Company (115 N. 2nd Avenue East, aka 2 Fifield Place); Charles F. Latimer, cashier of the Northern National Bank (117 N. 2nd Avenue East, aka 3 Fifield Place); merchant George Deming (125 N. 2nd Avenue East, aka 6 Fifield Place); and school teacher Miss Louisa Manuel (129 N. 2nd Avenue East, aka 7 Fifield Place⁴). The city directory entry for “Fifield Place” continued through 1901; however, by 1903 it no longer was listed as such (although the homes continued to be utilized as rentals and were owned by Fifield). Additionally, and very early on, the Fifields also rented rooms in their home—seemingly most often to public school teachers, although Frederick Prentice (businessman and president of the Prentice Brownstone Company) is

¹ *Commemorative and Biographical Record of the Upper Lake Region* (Chicago: J.H. Beers & Co., 1905), 2-4; *Ashland (WI) Daily Press*, 3 December 1887, 1.

² Following the establishment of initial water, gas and light services between 1883 and 1884, Ashland began to grow—so much so that available housing lagged behind the increasing population. Excerpts from a June 1887 newspaper article include “There seems to be no abatement, as yet, to the building boom that was begun in this city early in the spring...The demands for dwellings are not yet by any means supplied, notwithstanding the large number that have been completed.” City streets were renamed at that time and houses were numbered in anticipation of free mail delivery. Indeed a boom year for building, total structures erected numbered 554, with nearly 430 of them being homes. Comparatively, construction the following year included just 115 houses. The previous information was excerpted, in part, from “Chapple and MacArthur Avenues Residential Historic District, National Register nomination prepared by Traci E. Schnell, Heritage Research, Ltd. (2013), NRIS #14000266, listed on 27 May 2014.

³ The following names were found doing a search for “N 2nd Avenue East” in the 1888 directory through ancestry.com, Accessed August 2017. Please note that a page-by-page search could also provide additional names.

⁴ Note that there did not ever seem to be a 129 N. 2nd Avenue East (based on Sanborn map evidence) and that this address is believed to be a typo and should have been 127 N. 2nd Avenue East (which equated to 7 Fifield Place).

noted as among its occupants in 1891. As of the 1900 census, occupations of the cottage renters ranged from lumber dealer to blast furnace manager to local dry goods store owner/ proprietor.⁵

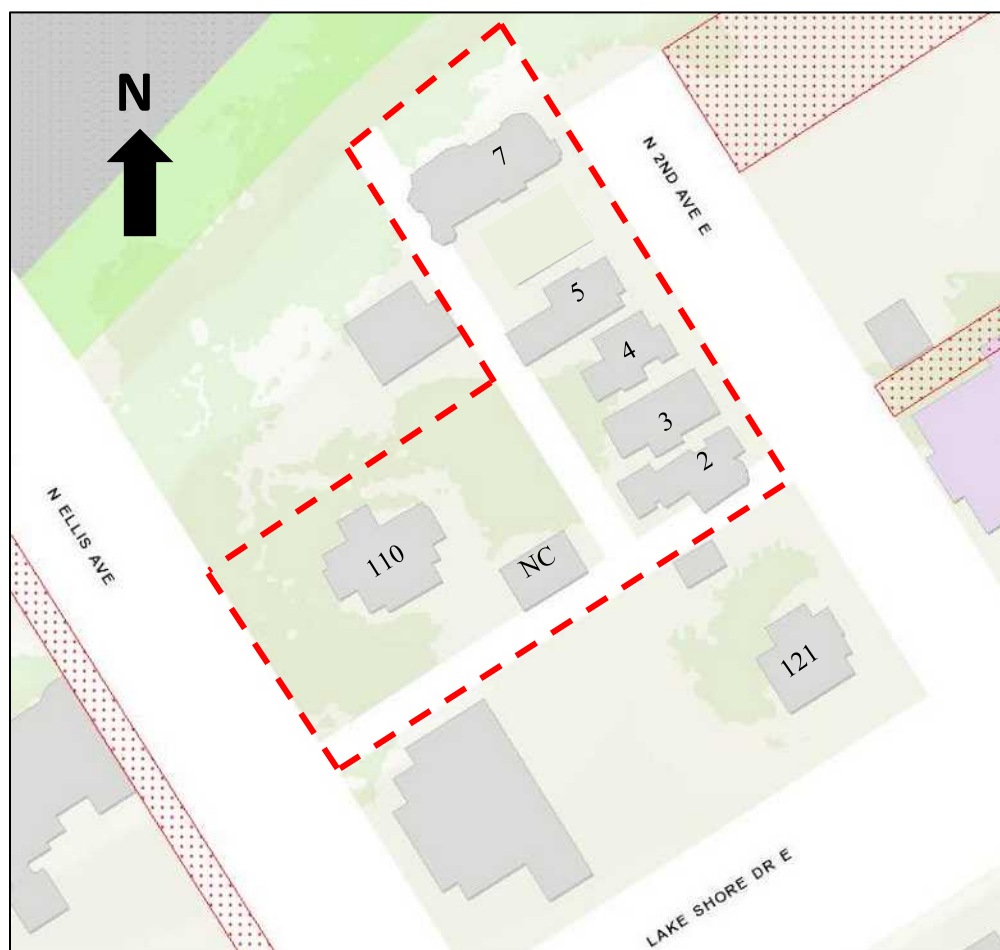
Following Fifield's death in 1915, the six cottage homes were sold off individually to the following: Mildred W. Johnson (2 Fifield Place); Andrew Howard Byrne (3 Fifield Place); Bernard J. Hoppenyan (4 Fifield Place); Gertrude A. Dennis (5 Fifield Place); George Laughlin (6 Fifield Place); and Catherine McDonnell (7 Fifield Place). The houses at 2-6 Fifield Place were purchased for \$1,600 each, while the lake view home at 7 Fifield Place sold for \$2,000. The Fifield home, as well as five of the cottages remain extant (6 Fifield Place is no longer extant), along with another former rental unit in between (which is not included in the proposed historic district).⁶

Despite Fifield's numerous political positions, including his involvement with local concerns (as postmaster and a bank president), Criterion B: Significant Persons, is not substantiated at this time (although it remains a possibility). However, regarding Criterion A: History (Community Planning and Development), the group of homes along N. 2nd Avenue East was built by Fifield during Ashland's 1887 building boom, likely in response to the housing shortage created as a result of a significant and swift influx of residents. Indeed, at the conclusion of 1887, the local paper reported a population increase of 30 percent. While it has been substantiated that a number of Ashland citizens built an investment property (or two) that provided needed housing at that time, this is the only known larger-scale attempt to alleviate the immediate housing crunch. Not only did Fifield build the five homes (as one has since been demolished) for rental purposes, but he also utilized his own home for such purposes shortly thereafter. Based on that information, the grouping of six homes (including Fifield's own house) is recommended as potentially eligible under Criterion A (with a Period of Significance from 1887-1915). Finally, regarding Criterion C: Architecture, the five cottages--all of which were originally executed in the Queen Anne style of architecture--reflect varying levels of integrity and, at this time, are not considered potentially eligible in that regard. However, current efforts towards the restoration of 5 Fifield Row, combined with the possible future restoration of others, could result in potential eligibility under Criterion C: Architecture, as a good, concentrated collection of Queen Anne-style homes. While the potential eligibility under Criterion C would disallow the inclusion of the Fifield home, the district could then provide the potential for the inclusion of the Stick-style Harrison house at 121 Lake Shore Drive East.

⁵ *Ashland City Directory*, 1890, 1901, 1903; U.S. Federal Census, Population, 1900.

⁶ Fifield estate to Mildred Johnson (re: 2 Fifield Place), Warranty Deed (5 May 1915), Book 107/Page 460, Document No. 48044 (all deeds hereafter cited in the following format: WD (5 May 1915), 107/460, #48044; Fifield estate to M.H. Byrne (re: 3 Fifield Place), WD (11 May 1915), 107/468, #48092; Fifield estate to Bernard J. Hoppenyan (re: 4 Fifield Place), WD (5 May 1915), 107/462, #48047; Fifield estate to Gertrude A. Dennis (re: 5 Fifield Place), WD (20 May 1915), 107/473, #48189; Fifield Estate to George Laughlin (re: 6 Fifield Place), WD (20 May 1915), 107/472, #48187; Fifield estate to Catherine McDonnell (re: 7 Fifield Place), WD (18 May 1915), 107/471, #48152.

Address	Resource (Date)	AHI#
110 N. Ellis Avenue	Samuel S. & Stella Fifield House (1883)	#676
“	Garage (non-contributing)	#234010
2 N. 2 nd Avenue East	Fifield Cottage (1887)	#72
3 N. 2 nd Avenue East	Fifield Cottage (1887)	#677
4 N. 2 nd Avenue East	Fifield Cottage (1887)	#678
5 N. 2 nd Avenue East	Fifield Cottage (1887)	#232777
7 N. 2 nd Avenue East	Fifield Cottage (1887)	#679



Proposed Fifield Place Homes Historic District: 110 N. Ellis Avenue & 2-5 & 7 N. 2nd Avenue.

Historic Boundary = - - - - -

SUBJECT: Approve to Reverse Emergency Declaration for the Purpose of Permitting the Timely Repairs of a Portion of the City's Sanitary Sewer between Mac Arthur Avenue and 9th Avenue West per Wisconsin State Statute 62.15(1b) (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS:

1. Certificate of Substantial Completion
2. Agenda Item 2020-125, June 30, 2020
3. Minutes of City Council Meeting, June 30, 2020

EXPENDITURES REQUIRED: \$333,376 Construction Contract (Ashland Construction)
\$ 12,600 Construction Management (Cedar Corporation)
\$345,976 TOTAL

AMOUNT BUDGETED: \$378,545

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

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

SUMMARY STATEMENT:

At the June 30, 2020 City Council meeting, the Council approved a resolution to declare an emergency related to the condition and history of sewer backups associated with a portion of the City's sanitary sewer system between MacArthur Avenue and 9th Avenue West, south of 11th Street West.

The emergency declaration was for the purpose of permitting timely repair of the sanitary sewer system in order to protect public health and safety.

At the August 4, 2020 City Council meeting, the Council approved project costs up to \$378,545 to allow City staff to negotiate costs and contract provisions with Ashland Construction for the immediate replacement of this portion of the sanitary sewer system. On September 24, 2020 the City executed a contract with Ashland Construction in the amount of \$333,376.50 and work started in early October, following coordination with Xcel Energy to relocate an existing gas main.

Ashland Construction substantially completed the work on November 12, 2020. City staff worked directly with Ashland Construction throughout the project and has verified that the work was satisfactory and has alleviated the conditions related to the emergency declaration. Only minor items of work and restoration remains to be completed in 2021.

John R. R. R.

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director
Utility Manager
Finance Director

EXHIBITS: 1. Proposed Resolution
2. Map of MacArthur Avenue Sanitary Sewer Location

EXPENDITURES REQUIRED: Expected to exceed \$25,000 per 62.15 (1) Public Construction threshold

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: Fund 690 Pooled Cash

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Hydro Klean, LLC was contracted by the Public Works Department Sanitary Sewer Division to clean and televise sanitary sewers located within the City of Ashland's sanitary sewer collection system. There is a section of sanitary sewer pipe between MacArthur Avenue and 9th Avenue West that has been identified as a area of known back-ups. Hydro Klean, LLC identified that there is approximately 2,400 feet of pipe in poor

condition, beginning at manhole #144C and heading north to manhole #139 at 11th Street West.

This section of pipe requires immediate replacement to avoid further sewer back-ups, which will present risks to human health and the property of residents served by the pipe. Residents have reported and the City has documented 6 different sewage backups since 2017, with 3 occurring in the past year. The Public Works Director and Utility Manager agree this should be done as soon as possible.

The Public Works Director has reviewed the work with Ashland Construction, the contractor currently completing the Vaughn Ave/7th St W Project regarding the sanitary sewer project. The Contractor has agreed he can move his crew onto the replacement of the sanitary sewer and complete the work in the 2020 construction season. The Public Works Director recommends award of the sewer main replacement work to Ashland Construction in the interest of completing the repairs in a timely manner due to the current availability of Ashland Construction's equipment and skilled labor.

The Public Works and Utilities departments are requesting Council's approval of a resolution declaring an emergency to permit the repairs to be completed in a timely manner.

RESOLUTION ADOPTED BY THE COMMON COUNCIL FOR THE CITY OF ASHLAND PURSUANT TO SECTION 62.15(1b) WI STATUTES TO DECLARE AN EMERGENCY FOR THE PURPOSE OF PERMITTING THE TIMELY REPAIRS OF A PORTION OF THE CITY'S SANITARY SEWER BETWEEN MACARTHUR AVENUE AND 9TH AVENUE WEST SOUTH OF 11TH STREET

WHEREAS, Hydro Klean, LLC has identified a collapsed sanitary sewer pipe between MacArthur Ave and 9th Ave West from manhole #144C and north to manhole #139 at 11th Street West, approximately 2,400 feet; and,

WHEREAS, this is a known area of sanitary sewer back-ups and there is a risk of additional back-ups in which the public health and safety is threatened; and,

WHEREAS, bidding for the repair of the sanitary sewer system would be delayed if specs and bidding documents are prepared, bids advertised and solicited, and reviewed and approved by the City; a delay that is unacceptable for the protection of the general public; and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland hereby declares an emergency pursuant to Section 62.15(1b), Wisconsin Statutes and directs the Public Works Director to undertake the work necessary to provide for the general welfare and safety of the community by completing the sanitary sewer replacement as quickly and expeditiously as possible; and

BE IT FURTHER RESOLVED that the emergency declared in this Resolution shall continue until such time the required replacement and restoration work is complete.

PASSED: June 30, 2020

Councilperson

ATTEST:

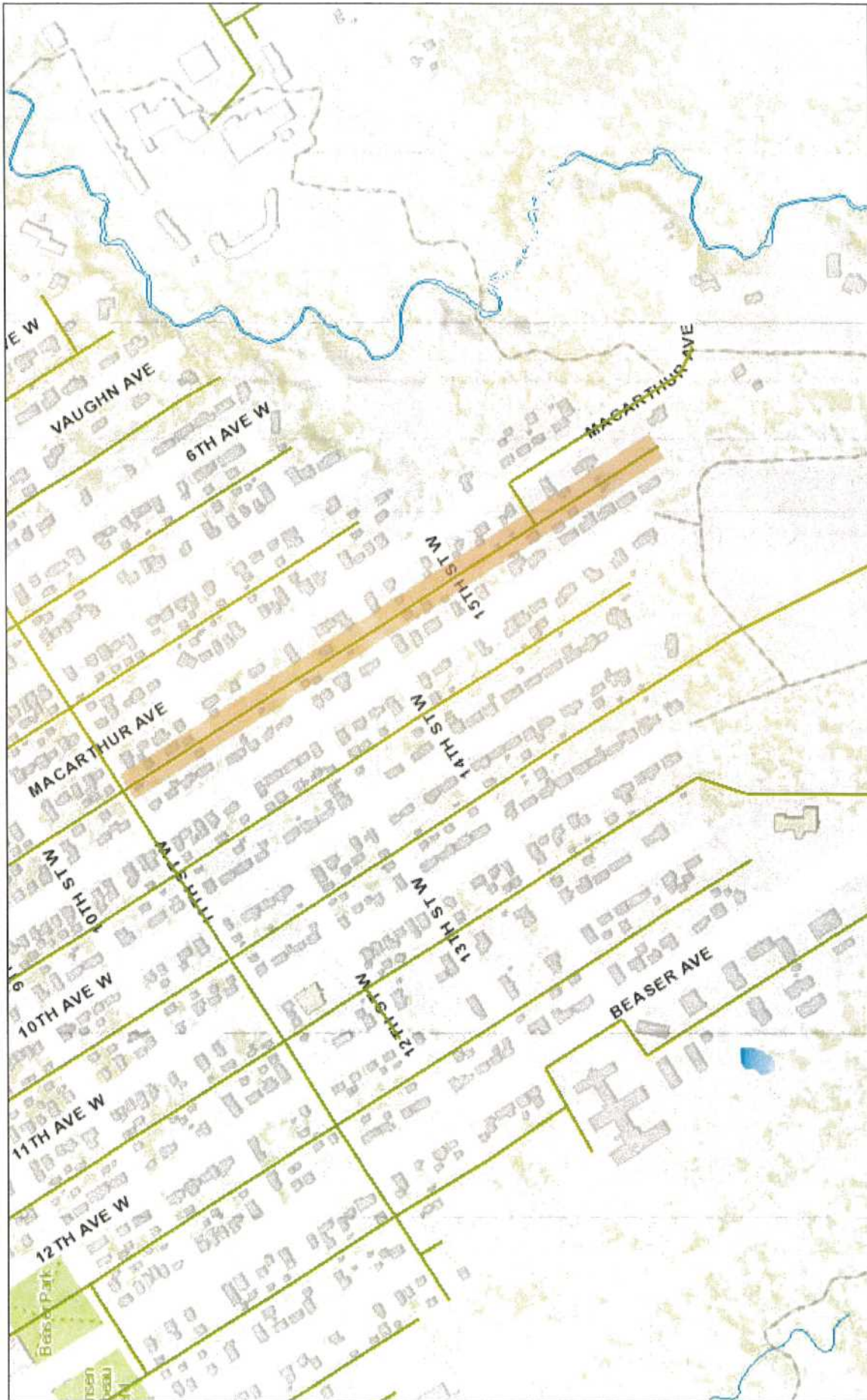
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

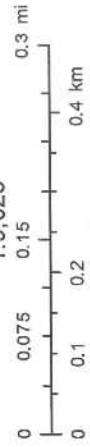
MacArthur Ave. Sanitary Sewer



6/24/2020, 1:25:01 PM

- Lines
 - Sanitary Main
 - Sanitary Discharge
 - Lift Stations
 - Sanitary Structures
 - Sanitary_Forcemain
- Override 1
- Override 2

1:9,028



City of Ashland Public Works Department, GIS Division
City of Ashland Public Works Department

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

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

7. NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

SUBJECT: Approve to Accept an Urban Forestry Grant from Wisconsin Department of Natural Resources (WDNR) (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
Public Works
Administration
Finance Department

EXHIBITS:

1. State of Wisconsin DNR Grant Award Notification, December 9, 2020
2. City of Ashland Urban Forestry Program Restart (Grant Application)

EXPENDITURES REQUIRED:

AMOUNT BUDGETED: \$11,000.00 - Fund 480
\$ 8,552.00 - Public Works Operating Budget: Staff Time
\$ 3,496.50 - Public Works Operating Budget: Equipment
\$23,048.50 - Grant Total
\$46,097.00 - Project Total

APPROPRIATION REQUIRED: \$11,000 - Fund 480 CIP Urban Forestry Program

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: This item complies with the City of Ashland's Urban Forestry Management Plan

SUMMARY STATEMENT:

The City of Ashland is seeking assistance in reestablishing an effective Urban Forestry Program. The City's current Urban Forestry Management Plan, updated in 2018, did not take into account the financial constraints of a community of Ashland's size. The 2018 plan also includes a very vague and cost prohibitive Emerald Ash Borer (EAB) Management Plan. In 2019, the City's Urban Forester retired, leaving the position vacant and taking with them years of tree knowledge within the City.

The Urban Forestry Grant would allow the City of Ashland to:

- Update a tangible EAB Management Plan, including creating a systematic management plan to assist in budgeting for an effective Urban Forestry Program.
- Reforestation of fifteen blocks within a street reconstruction project. In 2020, the removal of 60 trees took place during the reconstruction of Vaughn Avenue and 7th Street West, centrally located within the community. Of the 60 removed, 25 were ash trees. The plan is to replant approximately 90 trees.
- Removal of an additional fifteen ash trees in "poor" condition in areas designated within the current Urban Forestry Plan.
- Replacement of an additional 60 trees in neighborhoods where trees were removed over the last five years. Approximately half of those trees removed were ash trees.
- Send one staff member to the Wisconsin Community Tree Management Institute to regain an Urban Forester for the City.
- Create outreach and education efforts around Emerald Ash Borer Management, and to implement an Arbor Day Celebration.



December 9, 2020

► **REQUIRES IMMEDIATE ACTION** ◀

Urban Forestry
Grant# 21UF1415
Grant Amount: \$23,048.50

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

Dear Ms. Hudson:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: ***City of Ashland Urban Forestry Program Restart***

Please review and print the agreement. Return the original signed and dated by the **Authorized Representative**, within **10 days of this letter's date**, to:

Mail hard copies:

Wisconsin Department of Natural Resources
Urban Forestry Grants
518 West Somo Avenue
Tomahawk, WI 54487

Scan and Email:

Scan the signed agreement and attach to an email addressed to
DNRUrbanForestryGrants@wisconsin.gov

Contacts:

Nicolle Spafford, Program Specialist
715-896-7099

Keep a copy for your file.

Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: January 1, 2021 through December 31, 2021.** All project activities must occur within this time period to be eligible. Do not incur costs prior to the Grant Award Start Date, regardless of the date on which this grant agreement is signed.

☒ **Changes to the approved project scope, time period, and/or budget** may not be made without prior approval from the Department.

☒ **An interim report of the project's activities will be due within 6 months of the Grant Award Start Date. A final report of the project's activities will be due within 90 days of grant expiration. Send the report to your Regional Urban Forestry Coordinator, Don Kissinger, DNR – 225051 Rib Mountain Drive, Wausau, WI 54401.**

☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization's or agency's attorney for advice. The [Procurement Guide for Local Governments Receiving Grants \(State or Federal\) from the Wisconsin Department of Natural Resources](#) explains the department's general bidding and contracting standards for grant projects.

Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with or before the final report.

Instructions and forms for the financial administration of the project are located in the *2021 Recordkeeping & Reimbursement Guide* and available at: dnr.wi.gov keyword: UF Grant. Submit the final reimbursement information as soon as possible, or no later than **March 31, 2022**. If you charge equipment usage to the grant, refer to the “DOT 2021 Classified Equipment Rates” to establish the eligible rate or estimated life of the equipment.

Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor’s labor costs. For 2021 grant projects, the DOA maximum fringe benefit rate is 48.30 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.

If you are considering the use of a consultant, please review this online reference: “[Guidelines for Working with Consultants on Urban Forestry Grant Projects](#)” for Working with Consultants on Urban Forestry Grant Projects”. These guidelines may assist you in your work with consultants.

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** If you have questions about the grant agreement contact Nicolle Spafford, Urban Forestry Grants Specialist. For questions about the details of your project, contact your Urban Forestry Coordinator.

The Department of Natural Resources is pleased to participate with you in this urban forestry project.

Sincerely,



Carmen Hardin
Bureau Director of Applied Forestry

Enclosure(s)

C: Don Kissinger, Urban Forestry Coordinator – Wausau
Tracy Salisbury, Urban Forestry Coordinator – Green Bay

Sponsor	Project Number
City of Ashland	21UF1415

Project Title
City of Ashland Urban Forestry Program Restart

Period Covered by This Agreement	Name of Program
January 1, 2021 through December 31, 2021	Urban Forestry Grant Program

Project Scope and Description of Project
The City of Ashland shall participate in the Urban Forestry Grant Program by providing the following items as described in the project application.

Project Description: The City of Ashland is seeking assistance in reestablishing an effective Urban Forestry Program. The City's current Urban Forestry Management Plan, updated in 2018, did not take into account the financial constraints of a community of Ashland's size. The 2018 plan also includes a very vague and cost prohibitive Emerald Ash Borer (EAB) Management Plan. In 2019, the City Urban Forester retired, leaving the position vacant and taking with them years of City tree knowledge. The Urban Forestry Grant would assist the City of Ashland in: - The update of a tangible EAB Management Plan, including creating a systematic management plan to assist the City in budgeting for an effective urban forestry program.- The reforestation of 15 blocks of a street reconstruction project. In 2020, the removal of 60 trees took place during the reconstruction of Vaughn Ave and 7th Street West, centrally located within the community. Of these 25 of the trees removed were ash trees. Replanting of approximately 90 trees will happen. - The removal of an additional 15 ash trees in "poor" conditions in areas designated within the current urban forestry plan.- The replacement of an additional 60 trees in neighborhoods where trees were removed over the last five years. Approximately half of the trees removed over the last five years were ash trees.- Sending one staff member to the Wisconsin Community Tree Management Institute.- The creation of outreach and education efforts around Emerald Ash Borer Management , and to implement an Arbor Day Celebration.

Scope Details:

Info/Educ/Outreach
Plan, Eab
Training
Tree Maint, Planting
Tree Maint, Removal

Project Cost:	The following documents are hereby incorporated Into and made part of this agreement:
Total Cost \$46,097.00	1. Chapter NR 47, Subchapters I and V, Wisconsin Administrative Code
Fund Support 50%	2. Urban Forestry Grant Application and attachments dated October 1, 2020
State Aid Amount \$23,048.50	
Sponsor Share \$23,048.50	

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the City Of Ashland (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **AFFIRMATIVE ACTION PLAN.** If this agreement is for an amount of at least twenty-five thousand dollars (\$25,000), the PROJECT SPONSOR agrees to submit a written affirmative action plan to the DEPARTMENT within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (PROJECT SPONSORS with an annual work force of fewer than twenty-five (25) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the termination of this agreement by the DEPARTMENT or withholding of payment.
7. **The PROJECT SPONSOR agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Coordinator one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
 - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
 - e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants*.
 - f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Urban Forestry grant program procedures, a copy of which is attached hereto and made a part hereof.

Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.

- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

8. **The DEPARTMENT agrees:**

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of \$23,048.50.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

1. The PROJECT SPONSOR agrees to sign and return the grant agreement **within 10 days** of receipt of this agreement.
2. The PROJECT SPONSOR agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. For 2021 grant projects, the DOA maximum fringe benefit rate is 48.30 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.
3. The PROJECT SPONSOR agrees to use the "DOT 2021 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
4. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review ***within 6 months of project commencement***, an interim report to contain details of progress, findings, problems and other information regarding the status of the project.
5. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review ***within 90 days of grant expiration*** a final project summary to include:
 - a. Documentation of all project activities during the grant period
 - b. Documentation and justification of all project modifications
 - c. Documentation of all public information and educational activities which were conducted
 - d. Conclusions and results
 - e. An appendix that includes all references and supporting documents for the final report. (A summary of any/all applicable state and federal laws and regulations shall also be made part of the appendix.)
6. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the DEPARTMENT's satisfaction that there is a local commitment to, and involvement in, the project.
7. Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The Urban Forestry Coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.
8. Prior to training, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a description or outline of urban forestry training
9. Prior to tree ordering, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a planting plan, to include planting specifications, site map(s), and species list.
10. Planting methods and overall care and maintenance shall conform to the most current version of Developing Tree Purchase and Planting Specifications for Bid published by the Wisconsin Department of Natural Resources Forestry Program. Any deviations from these specifications must have prior approval by the DNR urban forestry coordinator. Planting component may be inspected and approved by the DNR urban forestry staff to the above specifications.
11. Nursery stock shall meet standards established in the most current edition of ANSI Z60.1 American Standard for Nursery Stock.
12. Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.
13. The PROJECT SPONSOR shall provide maintenance on trees for a minimum of three years following planting.

14. The PROJECT SPONSOR's Planting Plan is not to involve overrepresented genera including, but not limited to, maples. Overrepresented genera are those that comprise 10 percent or more of the PROJECT SPONSOR's community urban tree canopy, based on the PROJECT SPONSOR's tree inventory data or data available from the DEPARTMENT. Any exceptions must be pre-approved by DNR urban forestry staff.
15. Prior to any combination of pruning, removal and/or treatment, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a plan that includes specifications and either site map(s) or a list of the trees to be pruned, removed and/or treated.
16. All tree care operations shall meet standards established in all parts of the most current editions of ANSI A300 American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices and ANSI Z133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Injections, Maintaining and Removing Trees and Cutting Brush - Safety Requirements.
17. All published documents such as strategic or management plans, training materials, fact sheets, public awareness brochures, etc., must include the following statement in the introduction or other appropriate place: "This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under s. 23.097, Wis. Stat."
18. Prior to approval by the PROJECT SPONSOR's governing body, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and pre-approval, a copy of the following project document(s): EAB Plan
19. Municipal Emerald Ash Borer (EAB) Plans will be approved according to "Minimum Requirements for Grant Funded Urban Forest EAB Plans" found in the referenced guidance "Guidelines for Municipal EAB Plans."
20. The PROJECT SPONSOR gives the DEPARTMENT permission to share products funded by this grant with other interested parties for instructional or educational purposes.
21. Prior to purchase, printing, publication, or duplication, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, any/all public awareness or educational materials developed for the project.

City of Ashland

Urban Forestry Grant Number: 21UF1415

Grant Award: \$23,048.50

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

FOR THE SPONSOR

By _____
(Signature)

(Title)

(Date Signed)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By Carmen Hardin
Carmen Hardin, Director
Bureau Director of Applied Forestry

December 8, 2020

(Date Signed)

Find yourself next to the water.



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

City of Ashland City of Ashland Urban Forestry Program Restart

The City of Ashland, WI is seeking funding to restart its Urban Forestry Program by sending the new designated Urban Forester to the Wisconsin Community Tree Program, replanting of 120 trees, removal of 15 ash trees, updating of the EAB plan and creation of an Arbor Day Celebration with the goal of once again becoming a Tree City USA.

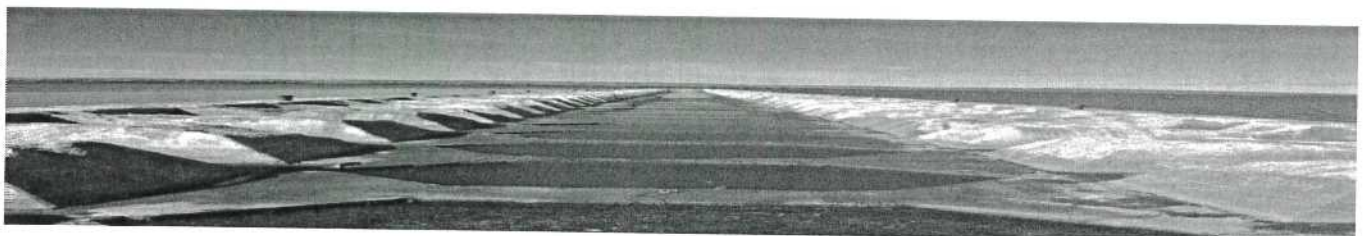
On September 29, 2020, the Ashland City Council was presented and approved the resolution authorizing the application to the WDNR for the Urban Forestry Grant Program. Due to COVID-19, the council is not meeting in person and signatures to the resolution are being acquired via DocuSign. As soon as the resolution is signed, it will be send. A copy of the Council Agenda, Agenda Bill and Resolution is attached for reference.

If you have any questions, about this application please feel free to reach out to me.

Respectfully

A handwritten signature in cursive script that reads "Sara AH Hudson".

Sara AH Hudson, Director
City of Ashland Parks and Recreation
400 4th Ave W
Ashland WI 54806
715.682.7059
shudson@coawi.org



Notice: Pursuant to US Public Law 95-313, s. 6(b), s. 23.097, Wis. Stats., and ch. NR 47, Wis. Adm. Code, this completed form is required to apply for an Urban Forestry Grant. The Department of Natural Resources (DNR) will be unable to process your application unless complete information is provided as requested. Information will be used to determine grant award lists, provide statistical information and potentially to use as an example for other grant applicants. Personally identifiable information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.].

Grant is for calendar year **2021**

Resolution required with application submittal – see [sample](#)

Section I: Grant Type

Select the appropriate grant type. Please note: a maximum of three urban forestry startup grants may be awarded to an applicant within the lifetime of the startup program. Click the link for more information related to each grant type.

☒ Regular Grant ☐ Start-up Grant

Section II: Applicant Information

A. Applicant Organization

Applicant Organization Name

City of Ashland

Applicant organization is a (*check one*)

☒ City ☐ Village ☐ Town ☐ County ☐ Tribal Government ☐ 501(c)(3) nonprofit organization

Located in the county of: Ashland

DNR USE ONLY
NC

B. Applicant Authorized Representative

Last Name	First Name	MI	Position Title
Hudson	Sara	A	Parks and Recreation Director
Organization Address (same as Treasurer or W9)		Phone Number	FAX Number
601 Main St W		(715) 685-1644	
City	State	ZIP Code	E-mail
Ashland	WI	54806	shudson@coawi.org

C. Project Manager (If different from Authorized Representative)

Last Name	First Name	MI	Position Title
Address		Phone Number	FAX Number
City	State	ZIP Code	E-mail

D. Grant Request Summary – will automatically be populated from Section VII Calculations

Grant Request:	Applicant's Share:	Total Project Cost:
23,048.50	23,048.50	46,097.00

Section III. Community Urban Forestry Program Status

Below are basic elements of a well-established municipal, county, or tribal urban forestry program. Select ONE option in each category that best describes your current urban forestry program.

Applicants for the Startup Grant will be redirected to a regular grant application if they select the top box in 3 or more of the categories.

501(c)(3) organizations omit this section UNLESS your project results in a municipality advancing to the top level in any of the categories. Then, list the municipality here and complete the grid to reflect that municipality's current urban forestry program.

Municipalities: Ashland

Tree Inventory	We have a current, complete tree inventory.	☐
	Our tree inventory is incomplete or needs updating or upgrading.	☒
	We have no formal inventory or other written records of our trees.	☐
Urban Forest Management Plan	We have a current, useful, written, inventory-based urban forest management plan.	☐
	Our inventory-based, written urban forest management plan is incomplete or out of date.	☒
	We do not have a written urban forest management plan based on our tree inventory data or on similar forest resource assessment.	☐
Program staffing	Urban forestry program management is done by staff, contracted consultants &/or volunteers who have: a forestry degree; ISA certified arborist credentials; have completed WI Community Tree Management Institute; or have other advanced forestry training.	☐
	Urban forestry program management is done by staff, contracted consultants &/or volunteers who have: experience or on-the-job training, but lack a forestry degree; ISA certified arborist credentials; Community Tree Management Institute completion certificate; or comparable advanced forestry training.	☒
	We have no staff, contracted consultants or volunteers authorized to handle or advise our community on tree planting & care.	☐
Tree ordinance	We have one or more tree ordinance(s) that is/are useful for achieving community tree care and management goals.	☒
	Our tree ordinance(s) is/are out-of-date or inadequate.	☐
	Our code ordinance contains no provisions for tree management, care or protection. Tree language is limited to public safety or nuisance abatement.	☐
Advocacy	We have an authorized citizen tree board or other organized group actively involved in advising our community urban forestry program.	☒
	We have various groups (clubs, schools, committees) interested and involved in community tree care and management but not formally charged with advising our community urban forestry program- OR- We have an authorized but inactive citizen tree board.	☐
	The level of involvement and support by residents and local elected officials for our community urban forestry program is low to non-existent.	☐

Comments (optional):

Section IV: Project Description

A. Project Overview

Descriptive Project Title: City of Ashland Urban Forestry Program Restart

Describe the project using no more than 2000 characters (including spaces). Provide an overview that includes basics of who is doing what, where, how and why. This can be a bulleted list.

Describe how this project would establish a new program or advance an underdeveloped one.

The City of Ashland is seeking assistance in reestablishing an effective Urban Forestry Program. The City's current Urban Forestry Management Plan, updated in 2018, did not take into account the financial constraints of a community of Ashland's size. The 2018 plan also includes a very vague and cost prohibitive Emerald Ash Borer (EAB) Management Plan. In 2019, the City Urban Forester retired, leaving the position vacant and taking with them years of City tree knowledge. The Urban Forestry Grant would assist the City of Ashland in:

- The update of a tangible EAB Management Plan, including creating a systematic management plan to assist the City in budgeting for an effective urban forestry program.

- The reforestation of 15 blocks of a street reconstruction project. In 2020, the removal of 60 trees took place during the reconstruction of Vaughn Ave and 7th Street West, centrally located within the community. Of these 25 of the trees removed were ash trees. Replanting of approximately 90 trees will happen.

- The removal of an additional 15 ash trees in "poor" conditions in areas designated within the current urban forestry plan.

- The replacement of an additional 60 trees in neighborhoods where trees were removed over the last five years.

Approximately half of the trees removed over the last five years were ash trees.

- Sending one staff member to the Wisconsin Community Tree Management Institute.

- The creation of outreach and education efforts around Emerald Ash Borer Management, and to implement an Arbor Day Celebration.

B. Ash tree removals and replacements *(only answer this question if you are requesting funds for ash removal or replanting)*

The WDNR received \$175,000 from the USDA Forest Service to assist in response to the catastrophic loss of urban tree canopy due to EAB (Emerald Ash Borer). These additional monies will be administered through WI DNR's competitive 2021 State Urban Forestry Grants Program. Projects funded with these dollars will focus on EAB response on public lands and will only include **ash tree removals and replacements**.

To help determine which funding source may be used for your project, please answer as many of the following questions as possible:

- Does your community have EAB? ☐ Yes ☒ No
- How many trees do you have on public property? ☒ Yes ☐ No

4348

- How many ash trees are currently standing on public property? ☒ Yes ☐ No

711

- How many ash trees have been removed on public property? ☒ Yes ☐ No

90

- What is your community's percent tree canopy? (Check [here](#) to find your community.) ☒ Yes ☐ No

32%

- How many ash trees have been removed on public property? ☒ Yes ☐ No

10

C. Project Components Choose from the dropdown boxes below. Use the "OTHER" choice to type in alternatives. (See a list of eligible project activities in the application guide) Click + at right to add another component.	Describe each project component. - What are the expected outcomes (results)? - How will expected outcomes be measured, evaluated or shared? Note: Complete a separate Cost Estimate Worksheet (CEW) in Section VII for each project component listed below. The CEW will transfer the total to the right-hand column below.	Component Cost Estimate (\$) (field will auto-populate from detail on CEW)
Staff training	Target Measure (# of units, e.g. staff trained, trees treated, type of ordinance, etc) 1 staff member to attend training	
Description/Outcome: The designated (new) City Forester will attend the Wisconsin Community Tree Management Institute in 2021.		\$600.00
Tree Maint: Planting	Target Measure (# of units, e.g. staff trained, trees treated, type of ordinance, etc) 120 trees planted	
Description/Outcome: Approximately 60 trees will be planted along 10 blocks of Vaughn Ave and 5 blocks of 7th St W, an additional 60 trees will be planted throughout the City of Ashland where reforestation has not been done.		\$29,850.00
Tree Maint: Removal	Target Measure (# of units, e.g. staff trained, trees treated, type of ordinance, etc) Removal of 15 Poor Ash Trees	
Description/Outcome: Removal of 15 poor/dead ash trees on City Property using the current data in the Community Tree Inventory		\$7,101.00
Plan Development *C	Target Measure (# of units, e.g. staff trained, trees treated, type of ordinance, etc) Updated EAB Action Plan	
Description/Outcome: Update of the EAB Management Plan. The City will source out to a professional urban forestry consultant to create a tangible EAB plan.		\$4,950.00
Information / Education /Outreach *A	Target Measure (# of units, e.g. staff trained, trees treated, type of ordinance, etc) Arbor Day Celebration	
Description/Outcome: Working with Parks and Recreation Committee (the acting Tree Board), Northland College and community members to plan an Arbor Day Celebration on April 30, 2021. An Arbor Day Celebration is the final item needed for the City of Ashland to become Tree City USA.		\$3,596.00

Examples of components for Part B (selected in drop down box above):

* A Information (e.g., news media, print material development), Education (e.g., classes, tree walks, seminars), Outreach (e.g., citizen involvement in planning or implementation of Arbor Day celebration).

* B Fertilization, storm damage mitigation, pest control, etc.

* C Plan Development (Emerald Ash Borer, management, strategic, storm response, pest response, planting).

D. Project Location/Scope

Land Ownership Affected (select all that apply)

☐ Single private property

☒ Multiple private properties within a municipality

☐ Single public property

☒ Multiple public properties within a municipality

☐ Multiple private properties across multiple municipalities

☐ Multiple public properties across multiple municipalities
E. Applicant's Project Partners

Note: Each of the applicant's partners must verify their involvement using a Partner Verification (Form 8700-298A, linked here for your convenience). A Partner Verification form must be completed and sent in with this form for a complete application. If applicable, estimate the partner's donated amount on the appropriate CEW.

List Partner Organization(s):	What specific service, product, or role will each partner contribute to the project?

Section V: Alignment with DNR Urban Forestry Program Goals – Only applicable for Regular grants

1. Describe the direct impact(s) your project has on urban tree canopy on private property:

N/A ☐

Direct Impacts Include:

- The reforestation of 15 City blocks as part of a complete street reconstruction project where 40% of the trees removed were Ash.
- Increasing the urban tree canopy to provide shade, improved air quality and more effective stormwater management to private property owners.
- Diversification of tree species. Using the current Tree Management Plan, the City of Ashland Parks and Recreation Committee, which serves as the City's Tree Board, has identified 9 species of trees to be used in reforestation efforts to increase the urban tree canopy. These species currently make up less than 10% of tree species in the City:
 - o River Birch
 - o Ginkgo
 - o Thornless Honeylocust
 - o Kentucky Coffeetree
 - o Swamp White Oak
 - o Northern Pin Oak
 - o Hybrid Elm (St. Croix)
 - o Common Hackberry
 - o American Linden
- The outreach and education efforts about EAB will also assist private property owners to identify and remove poor ash trees on their property, and replace with one of the above species.

2. Describe how you will utilize an existing inventory in this project. If no inventory exists or the inventory is outdated, will an inventory be produced because of the grant? How will the new inventory be utilized?

N/A ☐

The Parks and Recreation Committee has created a list of preferred tree species for reforestation efforts based on recommendations made in the current tree management plan and tree inventory (2017). The preferred nine species identified by the Parks and Recreation Committee make up less than 10% of the City's current tree population.

The City's current management plan is integrated into the Community Tree Inventory hosted by the Wisconsin DNR and into the City's internal GIS system. The City will use this data to guide its tree removal efforts, specifically targeting poor or dead ash trees. The current plan states two different priority levels for removal and pruning. Priority 1 lists 35 trees to be removed and 64 to be pruned; Priority 2 lists 176 to be removed and 264 to be pruned. The City will first focus its efforts on the Priority 1 trees for both removal and pruning.

3. If hosting a professional workshop or educational event, describe how your project will build capacity and/or partnerships for those attending. Will other communities be invited to attend? Have you reached out to neighboring communities to identify training demand?

N/A ☐

4. Please select if your project will include:

N/A ☐

- ☒ EAB Management Plan ☒ Ash Tree removals ☐ Ash inventories (includes complete tree inventories)
☐ EAB Insecticide treatment ☒ Ash tree replacement planting ☒ EAB Education and Outreach

5. Please select if your project will result in:

N/A ☐

- ☒ A current, useful, written, inventory-based urban forest management plan
☐ One or more tree ordinance(s) that is/are useful for achieving your community tree care and management goal
 Type of ordinance planned to be developed or enhanced (i.e. general street tree, new development, tree protection, etc)
☐ An authorized citizen tree board or other organized group actively involved in advising your community urban forestry program
☒ Staff, tree service contractors &/or volunteers receiving a forestry degree, ISA certified arborist credentials, graduating from WI Community Tree Management Institute, or obtaining other advanced forestry training

6. Describe how **each** component of your project will have a long-term positive impact on the urban tree canopy and the benefits it provides (i.e. increased % canopy cover, or resiliency to pest/disease/storm, reduce liability). Quantify impacts to canopy or associated benefits wherever possible.

Tie this narrative to the component listed in question #5.

Sending the designated Urban Forester to the Wisconsin Community Tree Management Institute will assist in creating a healthy urban tree canopy in the City. This person will also help the Parks and Recreation Committee and other partners to perform outreach and education on the benefits of a healthy urban tree canopy and its benefits to private homeowners.

Planting a diversified tree population (both species and age) will benefit the long-term health of the tree canopy by increasing resiliency to pest and disease. Having a multigenerational and multispecies forest reduces the overall damage from pest/disease outbreaks. A diversified tree population will also increase the resiliency of the urban forest to extreme weather events. Replacing trees removed over the last 10 years will also fill existing gaps and increase the percent of canopy cover in the City's urban forest.

The removal of poor/dead trees, specifically ash trees, will increase the health and biodiversity of the urban forest canopy and give the City a chance to plant new trees, thereby reducing liability and improving aesthetics within neighborhoods.

The update of the current EAB Plan will include the identification of exact ash trees to remove, ash trees to treat, and create a list of replacement trees. This update will increase the resiliency of the urban canopy to pests/disease.

The planning and implementation of an Arbor Day Celebration is the last standard the City needs to achieve in order to become a Tree City USA. Outreach efforts will help to educate and encourage private property owners to plant trees/shrubs from list of identified trees to continue to improve the biodiversity and resiliency of the City's tree public and private tree canopy.

Section VI: Additional Applicant Information – Only applicable for Regular grants

1. Is the community where the project will be implemented a Green Tier Legacy Community? ☒ Yes ☐ No ☐ N/A
 (<http://greentiercommunities.org/pilot-communities/>)
2. Is the community where the project will be implemented a Tree City USA? ☐ Yes ☒ No ☐ N/A
 (www.arborday.org/programs/treeCityUSA/index.cfm)

3. List any specific urban tree care or tree management training received, or conferences attended by your organization's staff or volunteers within the last three years. Please list no more than 5 separate trainings.

Date	Course Title	Training Description	Provider	Attendees	

4. Have you received an Urban Forestry grant in the past 3 years?

☐ Yes ☒ No

If so, how is this project different than the project(s) completed previously?

5. Describe any additional significant aspects or outstanding features of this project that you would like us to know about.

The City of Ashland will work with Northland College, US Forest Service, UW-Extension, and other local organizations to host an Arbor Day celebration in 2021. The City will invite neighboring communities to attend, and have booths with educational materials at the event. Outreach and education efforts will build on the Chequamegon Bay Green Infrastructure Project (CBGI), which was started in 2019 by two AmeriCorps service members, to focus on how urban forests assist with stormwater management and improved water quality of the Chequamegon Bay.

Section VII: Cost Estimate Worksheets

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.

If more space is needed, return to Section IV.B., click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry.

Project Component: Staff training	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		
Applicant's Staff Labor:		
Fringe Benefits:		
Other:		
Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.)		
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant:		
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory		
Donated by third parties:		
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate)		
Purchased Equipment (not to exceed \$5,000 /item):		
Rented or Contracted Equipment:		
Other Project Purchases: Wisconsin Community Tree Institute, Gas,	\$600.00	
Estimated Sub-Total Cost/Donation Value for THIS component:	1. \$600.00	2.
Estimated Total for THIS component.	3. \$600.00	

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.

If more space is needed, return to Section IV.B., click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry.

Project Component: Tree Maint: Planting	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		
Applicant's Staff Labor: Parks Lead \$25 X 120 hrs; Laborer \$24 X 120	\$5,880.00	
Fringe Benefits: 45.44%	\$2,672.00	
Other:		
Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.)		
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant: backhoe 120hrs X \$45.08/hr	\$5,410.00	
1 ton truck \$14.40 X 180 hrs; Fork lift \$32.32 X 120 hrs, Trailer \$13.62 X 60 hrs	\$7,288.00	
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory		
Black Dirt, mulch/woodchips 120 yds @ \$20	\$2,400.00	
Donated by third parties:		
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate)		
Purchased Equipment (not to exceed \$5,000 /item):		
Rented or Contracted Equipment:		
Other Project Purchases: Trees (120 X \$50/tree), planting supplies	\$6,200.00	
Estimated Sub-Total Cost/Donation Value for THIS component:	1. \$29,850.00	2.
Estimated Total for THIS component.	3. \$29,850.00	

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.

If more space is needed, return to Section IV.B., click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry.

Project Component: Tree Maint: Removal	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		
Applicant's Staff Labor: Laborer (2) \$25/hr @ 2 hr X 15 trees	\$1,500.00	
Fringe Benefits: 45.55%	\$341.00	
Other:		
Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.)		
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant: Tandum 36 hrs X \$44.44, Chipper \$30.18 X 36 hrs	\$2,686.00	
Boom Truck 36hrs X \$26.22, 1 ton trucks (2) 72 hrs X 14.40	\$1,981.00	
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory		
Stump grinder \$30.18 X 15; Black Dirt 7 yds X \$20/yd	\$593.00	
Donated by third parties:		
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate)		
Purchased Equipment (not to exceed \$5,000 /item):		
Rented or Contracted Equipment:		
Other Project Purchases:		
Estimated Sub-Total Cost/Donation Value for THIS component:	1. \$7,101.00	2.
Estimated Total for THIS component.	3. \$7,101.00	

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.

If more space is needed, return to Section IV.B., click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry.

Project Component: Plan Development *C	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		

Applicant's Staff Labor:		
Fringe Benefits:		
Other:		
Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.)		
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant:		
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory		
Donated by third parties:		
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate) \$150/hr X 33.3 hrs	\$4,950.00	
Purchased Equipment (not to exceed \$5,000 /item):		
Rented or Contracted Equipment:		
Other Project Purchases:		
Estimated Sub-Total Cost/Donation Value for THIS component:	1. \$4,950.00	2.
Estimated Total for THIS component.	3. \$4,950.00	

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.

If more space is needed, return to Section IV.B., click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry.

Project Component: Information / Education /Outreach *A	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		
Applicant's Staff Labor: Parks and Recreation Director 30 hrs X \$32/hr	\$960.00	
Fringe Benefits: 45.44%	\$436.00	
Other:		

Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.) 7 PRC members X 20 Hrs X \$15/hr		\$2,100.00
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant:		
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory copies	\$30.00	
Donated by third parties: Tree (1)		\$50.00
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate)		
Purchased Equipment (not to exceed \$5,000 /item):		
Rented or Contracted Equipment:		
Other Project Purchases: advertisement	\$20.00	
Estimated Sub-Total Cost/Donation Value for THIS component:	1. \$1,446.00	2. \$2,150.00
Estimated Total for THIS component.	3. \$3,596.00	

CALCULATIONS

Grant Calculation	Estimated Cost
A. Estimated Project Total: Box 3 for ALL Project Components This amount is the Total Project Cost in Section II.D.	\$46,097.00
B. Estimated Donation Value: Box 2 for ALL Project Components	\$2,150.00
C. Estimated Cost: Box 1 for ALL Project Components	\$43,947.00
D. 50% of Line A (Cannot be > \$25,000):	\$23,048.50
E. The smaller of Line C or Line D above. This is your GRANT REQUEST. (Must be between \$1,000 and \$25,000.) This amount is the Grant Request in Section II.D.	\$23,048.50
F. Line A minus Line E. This is YOUR SHARE. This amount is the Applicant's Share in Section II.D.	\$23,048.50

Section VIII: Certification and Submission

**Application form and required attachments must be received by
11:59 p.m., October 1, 2020, for the application to be eligible.**

Attachments

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

- ☒ **Authorizing Resolution attached**
☐ By-laws & articles of incorporation (501[c][3] applicants only)
☐ Partner Verification Attached (8700-298A)

Submission Instructions

Review your application before continuing.

Submission by Email strongly recommended. If not possible, contact the Urban Forestry Financial Specialist

By my signature below, I hereby certify to the best of my knowledge, the information contained in this application and application attachments are correct and true. I understand and agree that any grant monies awarded as a result of this application shall be used in accordance with ch. 23.097, Wis. Stats., and ch. 47, Wis. Adm. Code.

NOTE: Please type your name on the signature line. Your typed name, along with the email message generated from electronic submittal of this form, will be used as an electronic signature which is the legal equivalent to an actual signature.

Signature of Authorized Representative 	Date Signed 10/1/2020	Applicant's Authorized Representative (print) Sara A Hudson
--	--------------------------	--

Position Title

Parks + Recreation Director

**City Council and Committee of the Whole Meetings
Tue, Sep 29, 2020 5:30 PM - 8:30 PM**

**VIA GoTo Meetings
<https://global.gotomeeting.com/join/348056485>**

**You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (646) 749-3129**

Access Code: 348-056-485

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**ASHLAND CITY COUNCIL MEETING
Tuesday, September 29, 2020 – 5:30 PM**

Please silence all cell phones during the meeting

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. September 8, 2020 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Approve to Apply to the Xcel Partners in Energy Program *(Mayor)*

B. Approval to Apply for Chequama-Care COVID-19 Response Fund *(Parks)*

C. Approve a Resolution to Submit an Application to the Wisconsin Department of Natural Resources Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs *(Parks)*

D. Approve to Accept Assistance to Firefighters Grant and Required Matching Funds *(Fire) Roll*

- E. **Approve a Class B Combination Alcohol Beverage License Application for BPOE No. 137(Ashland Elks Lodge), 3000 Golf Course Road, Ashland, WI, and Agent Jeff Muse (Clerk)**

- F. **Miscellaneous Meeting Minutes**

7. OLD BUSINESS

- A. **Approve Resolution to Approve the School District of Ashland Resource Officer (SRO) Contract for Working Agreement-2020-2021 School Year (Police Chief) Roll**

8. NEW BUSINESS

- A. **Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Ashland City Ordinance, and Award a Contract to Energenecs, Inc for Supervisory Data and Acquisition Control (SCADA) Upgrades at the 6th Avenue West Lift Station (Public Works) Roll**
- B. **Approve a Resolution to Approve an Offer to Purchase Two (2) Parcels of City-Owned Land, Parcels #201-01061-0000 and #201-01406-0000, Located on the Southeastern Corner of US Highway 2 and Stuntz Avenue, Applicant: Lucy Koivisto and Michael Tuttle on behalf of MI Copper Cup LLC (DBA Copper Cup) (Planning) Voice**
- C. **Approve a Resolution to Approve a Conditional Use Permit to Allow a Veterinary Clinic for Small and Large Animals on Parcel #201-04896-0000, Zoned: Future Development (FD), Applicant: Trevor Provost and Tim Dykstra on Behalf of FMK Properties, LLC (Planning) Voice**
- D. **Approve a Resolution to Issue a Conditional Use Permit to Allow a Clinic Use for an Ultrasound Machine and Associated Services at 522 Chapple Avenue, Zoned Mixed Residential/Commercial (MRC). Applicant: Eva Thewis on Behalf of Chequamegon Pregnancy Center (Planning) Voice**

9. ADJOURNMENT

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

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

SUBJECT: Approve a Resolution to Submit an Application to the Wisconsin Department of Natural Resources Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
City Administrator

EXHIBITS: 1. Proposed Resolution
2. Regular Urban Forestry Grants , Wisconsin DNR

EXPENDITURES REQUIRED: \$11,000 - Regular Urban Forestry Grant

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: Fund 480 Urban Forestry Fund (50/50 Match)

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The City is seeking Council approval of a resolution to submit an application for Wisconsin Department of Natural Resources (WDNR) Urban Forestry Urban Forestry Grant and Catastrophic Storm Grant Programs.

The Regular Grant would assist in sending a staff member to the Wisconsin Community Tree Management Institute. Funds awarded will also be used in updating and creating a more robust and realistic Emerald Ash Borer Management Plan, and funding the Historical Tree Replacement Plan. The City's Tree Management Plan was last updated in 2018, but staffing nor budget has been prioritized for implementation.

The grant will also be used to assist with urban reforestation along 7th Street West and Vaughn Avenue to pay for approximately 15 blocks to be reforested. The Parks and Recreation Committee discussed planting a maximum of six trees per block at approximately 50 feet apart for 5 blocks for a total of 90 trees. Each tree is estimated to cost \$100 each.

These grants would also help the City's ability to once again become a Tree City USA. Four standards need to be met for this recognition:

- 1) Tree Board - The Parks and Recreation Committee has been designated the City's Tree Board by Ordinances 47 and 454
- 2) Tree Care Ordinance - Ordinance 454
- 3) A Community Forestry Program with an annual budget of at least \$2 per capita (~\$16,000)
- 4) An Arbor Day observance and proclamation

More information about Tree City USA can be found here <https://www.arborday.org/programs/treecityusa/>

Both grants are due October 1.

RESOLUTION

No. 17587

**RESOLUTION AUTHORIZING TO APPLY FOR THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT
AND URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS**

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

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

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

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

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

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

THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland hereby approves the resolution to submit application to the Wisconsin Department of Natural Resources Urban Forestry Grant Program on behalf of the City.

PASSED: September 29, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

(2402)

SUBJECT: Approve to Apply for an SC Johnson Grant for New Playground Equipment (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
Public Works

EXHIBITS: 1. Program and Project Application

EXPENDITURES REQUIRED: \$20,000.00 Grant Request
\$40,000.00 CIP Budget Fund 481
\$60,000.00 Total

AMOUNT BUDGETED: \$40,000.00 - CIP Budget Fund 481

APPROPRIATION REQUIRED: \$20,000.00 - Grant Request

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 grant proposal conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, Comprehensive Outdoor Recreation Plan and Waterfront Redevelopment Plan.

SUMMARY STATEMENT:

City staff is seeking approval to apply for a grant for up to \$20,000 from the SC Johnson Company for new playground equipment to be installed at either Prentice Park or Kreher Park.

The playground systems at both Prentice and Kreher Parks are over twenty years old and are in need of replacement. City staff will be doing a playground inspection at these playground in March to determine which will be replaced in 2021.

There is not apparent match for this grant, but the City has budget \$40,000 in the 2021 CIP Budget for playground replacement.

Organization Information

Welcome to the SC Johnson Grant Application System. SC Johnson recognizes the importance of engaging with our communities. Since our founding in 1886, we have worked to support the communities in which we operate and make a difference in the world.

You may wish to refer to Frequently Asked Questions [HERE](#) if you have any questions about the application or our review process. We require 90-120 days to review funding requests.

There will be an opportunity at the end of the application to upload any materials needed to support your application. If you cannot complete the application, you may click the "Save and Finish Later" button to save the application to your "My Account" page. You may return to your application at a later time.

You can print a copy of your application by clicking the "Printer Friendly Version" link at the top of the page. Please do not use all capital letters. Please also check and review your spelling and grammar prior to submittal.

FOR BAY CITY GRANTS: The Bay City Site Contributions Committee meets on a quarterly basis (Oct/Jan/Apr/June) to review grants from the local area. For example, grants received in July/August/September would be reviewed at the October meeting. Hopefully this information will help your organization plan to request a grant that aligns with the event or project you are planning.

Organization Information

Organization Name
City of Ashland

Address
601 Main St W

City	State	Zip Code
Ashland	WI	54806

Phone	E-mail Address
7156851644	shudson@coawi.org

Tax ID Number	Organization Website
396005387	www.coawi.org

Organization General Information

Annual Budget
11000000

Mission Statement

In 50 words or less, please provide your mission statement.

The City of Ashland is located on Chequamegon Bay of Lake Superior and its mission is "To always promote the betterment of Ashland" with a vision "to become a thriving community that values its natural environment, rich

history, unique and diverse cultures, way of life and stewardship".

Organization Type	Full-Time Staff	Part-Time Staff	Volunteer Staff
Government	100	20	10

Does your organization receive United Way funding?

If yes, please check the box.

No

Contact Information

Organization Primary Contact

Prefix	First Name	Last Name
Mrs.	SARA	HUDSON

Title
Parks and Recreation Director

Office Address
400 4TH AVE W
Bretting Community Center

Office City	Office State	Office Zip Code
Ashland	WI	54806

Office Phone	Mobile Phone	E-mail
7156851644		shudson@coawi.org

Primary Contact (For this request)

Same as Organization Primary Contact
Yes

Prefix	First Name	Last Name
Mrs.	SARA	HUDSON

Title
Parks and Recreation Director

Office Address
400 4TH AVE W
Bretting Community Center

Office City	Office State	Office Zip Code
Ashland	WI	54806

Office Phone	Mobile Phone	E-mail
7156851644		shudson@coawi.org

Project Description

General Funding Information

Project Title City of Ashland I <3 Parks Program: Playground Revitalization	
Funding Focus Area Please select the primary area of focus for this request. Other	
Community Need Being Addressed What specific issue is this program / project designed to address? Ashland Parks and Recreation is seeking funding to help improve the lives of community members through the revitalization and purchase of new playground equipment at a City Park.	
Request Amount 40000	Total Project Budget 80000
Project Start Date 6/1/2021	Project End Date 8/31/2021
Please List Committed or Potential Donors and Amounts	

Project Details

Project Description
Define the Anticipated Program/Project Outcomes
Describe the Strategies to Achieve Proposed Outcomes
List Any Linkages or Collaborations with Other Organizations and How These Will Help to Achieve Outcomes
How Will Outcomes be Tracked and Measured?
How Will Outcome Measurement be Used to Make Changes in Your Program/Project, if Needed?
How Will Your Program/Project Improve the Community Need it is Designed to Address?

Demographics

Demographics

Estimated Number of Persons this Program /Project will Serve or Impact

Geographical Area Served

Please select the primary service area for your program / project.

Ethnicity

Select all ethnic groups served and indicate the percentage. Your selections should total 100%.

Age Group

Select all appropriate age groups served and indicate the percentage. Your selections should total 100%.

Gender

Please indicate the gender(s) and percentage served. Your selections should total 100%.

Special Populations Served

Project Implementation

Capacity to Implement Program/Project

Describe Qualifications of Staff/Volunteers Responsible for Implementing the Program/Project

If the Program/Project is Expected to Continue Beyond the Grant Period, Describe Plans for Sustaining the Initiative

Program/Project Implementation

How Will You Reach the Populations You Plan to Serve?

How Will You Involve These Populations in the Design and Implementation of the Program/Project?

SC Johnson Engagement

SC Johnson Engagement

SC Johnson Employee Involvement

Please list the names of any SC Johnson employees who are actively serving as volunteers. If none, enter "NA".

Recognition and Visibility

Explain how SC Johnson will receive recognition and visibility for this program / project.

Document Attachments

Please Note: We can only accept the following types of files - Word, Excel, PowerPoint, PDF. Combined size of all uploads cannot exceed 25 MB

Program / Project Budget

To upload your document: Click the browse button. Locate the document on your computer. Click OK or Open. Click upload.

IRS Determination Letter or Tax Status Confirmation

To upload your document: Click the browse button. Locate the document on your computer. Click OK or Open. Click upload.

If desired, you may upload additional supporting documentation you feel would assist in evaluating your request.

1. Supporting Materials

2. Supporting Materials

3. Supporting Materials

4. Supporting Materials

SUBJECT: Approve Staff to Reapply for the City of Ashland to be Listed as a Bird City Wisconsin, to Apply for a Bird City Wisconsin Small Grant, and Approve a Resolution to Proclaim the Third Weekend in May as the Observed International Migratory Bird Day in Ashland, Wisconsin (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
Administration

EXHIBITS: 1. Proposed Resolution

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 proposed items conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan and Comprehensive Outdoor Recreation Plan.

SUMMARY STATEMENT:

City staff is seeking the approval of the Resolution to proclaim the third weekend in May as the Observed International Migratory Bird Day (IMBD) in Ashland, WI, and to reapply as a Bird City. Staff is also seeking approval to apply for a grant from Bird City Wisconsin for up to \$500 to assist in creating additional bird habitat through native plantings at Maslowski Beach and Bayview Park. Only designated communities listed as a Bird City are eligible to apply for this grant. A donation is covering the cost of the application process.

With the help of Ryan Brady, WI DNR Research Scientist, the City of Ashland is reapplying to become a Bird City of Wisconsin for the eighth year in a row. Being recognized as a Bird City has many benefits including tourism dollars, habitat conservation information, and networking. Bird watching is the one of the fastest growing form of outdoor recreation in the US.

Application deadline for Bird City recognition is January 31.

RESOLUTION No. 17609

A RESOLUTION TO PROCLAIM THE THIRD WEEKEND IN MAY AS THE OBSERVED INTERNATIONAL MIGRATORY BIRD DAY IN ASHLAND, WISCONSIN

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, and many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes. Making public awareness and concern a crucial component of migratory bird conservation, *and*

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 bird species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

WHEREAS, while IMBD officially is held each year on the second Saturday in May; Ashland, WI will celebrate its observance on the third weekend in May as part of the Chequamegon Bay Birding and Nature Festival, *and*

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate, but also support migratory bird conservation,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland to recognize this observance and support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

PASSED: January 12, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve Barbara J Allison as New Agent for the Alcohol License Application for The 5th Quarter LLC at 301 Main St E, Ashland (*Clerk*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department

EXHIBITS:

1. Auxiliary Questionnaire - Alcohol Beverage License Application
2. Schedule for Successor or Agent

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

Barbara J Allison has applied as a new Agent for the Alcohol Beverage License application for The 5th Quarter LLP, 301 Main Street E. The Interim Police Chief reviewed and approved her application.

It is recommended to approve Barbara J Allison as Agent for The 5th Quarter LLP.

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Allison		Barbara		Jean	
Home Address (street/route)		Post Office	City	State	Zip Code
710 3 rd Ave West		Ashland	Ashland	Wi	54806
Home Phone Number		Age	Date of Birth	Place of Birth	
715-682-2687		65	7-7-1955	Ashland	

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

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☒ A member of a **partnership** which is making application for an alcohol beverage license.
- ☐ _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 65 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending. _____
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
School District of Ashland		1987	2015
Employer's Name	Employer's Address	Employed From	To

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

Barbara J. Allison
(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of ASHLAND County of ASHLAND

The undersigned duly authorized officer/member/manager of The 5th Quarter LLP
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The 5th Quarter LLP
(Trade Name)

located at 301 1/2 Main Street East

appoints Barbara J. Allison
(Name of Appointed Agent)
710 3rd Ave. West Ashland, WI 54806
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 65 years

Place of residence last year same as above

For: The 5th Quarter LLP
(Name of Corporation / Organization / Limited Liability Company)

By: Barbara J. Allison
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Barbara J. Allison, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Barbara J. Allison 12-10-2020 Agent's age 65
(Signature of Agent) (Date)
710 3rd Ave. West Ashland, WI 54806 Date of birth 7-7-1955
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 12-17-2020 by Bill Hynes Title Interim Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wed, Nov 18, 2020 5:00 PM - 6:30 PM (CDT)

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

<https://global.gotomeeting.com/join/796303109>

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679 ;
United States: +1 (571) 317-3116
Access Code: 796-303-109

I. Call to Order

a. Roll Call

In attendance: Dave Ullman, Mike Amman, Meghan Salmon-Tumas, Dawayne Lampson, Kevin

Haas

Excused: Nancy Szttyndor, Sarah Jackson

b. Agenda Modification

c. Approval of Minutes

i. Approval of October 14, 2020

Motion by: Ullman

Second by: Amman

Motion carries unanimously

II. Public Comment Period

III Information Items

- Parks Projects Updates
 - PW is moved the Penn Park Concessions building to PW so it can be worked on over the winter.
 - 2021 Park 2021 CIP Project
 - Extra money in waterfront budget will be used for projects, like fixing bank by Sanborn with new riprap
- Recreation Updates
 - November session of Gymnastics has started this week. There are 30 gymnasts signed up for classes (1/4 of what we usually have).
 - Will start archery and tennis in December
 - SMART program will use BCC gym with about 8 kids at a time
 - Refused to host basketball due to covid concerns, but will explore skills and drills camp, etc.
 - The City has been awarded Chequama-CARES funding to purchase handwashing stations and ionizing cleaning machines.

City of Ashland, Wisconsin ~ Parks and Recreation Department
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- Pickleball has also started this Month, playing two nights/wk. Adults only. Masks required.
- Winter Programs : Snowshoe hiking club, Sledding Day, Snow Sculpture Contest, Cardboard box sled making contest, and a “how to dress for winter” post
- Planning and Development Updates
 - Megan McBride will be present at the meeting to talk about the Health Communities Initiative that is taking place and other projects related to Parks and Recreation.

VI. Business Items:

- Discussion and Recommendation on Park Facilities: Bathrooms
 - Please see attached memo from John Butler, Public Works Director
 - Salmon-Tumas asks if an organization could help maintain. Answer is that, no, Babe Ruth, the org using the park, does not have resources for that
 - Amman asks about cost of maintaining a portapotty and answer given is that it is cheaper than maintaining a flush bathroom.
 - Haas shares opinion that other parks are more heavily used and need improvements, so they should have priority; meanwhile, Penn Park may not have long-term value and not be a good investment
 - Hudson shares that city has too many ball fields. While residents may appreciate the high number of parks, but maintenance needs are high and plans may include reducing the number of parks
 - Ullman and Amman share opinions supporting porta potty
 - Motion to eliminate the existing bathrooms at Penn Park, and move toward providing a portable toilet at Penn
 - Second by Lampson
 - Motion carries unanimously
- Discussion and Recommendation on City of Ashland Bike Plan: Vaughn Ave
 - The City is planning to stripe the reconstructed portion of Vaughn Ave (6th St W-11th St W) w/ sharrows in 2021. John Butler, PW Director, would like input from the PRC on the following questions:
 - Vaughn Ave is marked for “future consideration” on the bike plan.
 - Since we plan to stripe Vaughn, could another North-South route (Chapple Ave or 2nd Ave W) be eliminated from the City of Ashland Bike Plan?
 - Should the upper portion of Vaughn Ave (6th St-Main St) be sharrow as well?
 - The pavement condition is ranked 7 out of 10 so in an ideal world we would resurface it within the next 5 yrs.
 - The City would also like clarification on how to define a “bike boulevard” and how to sign it (sharrows, lanes, signs, etc)
 - The National Association of City Transportation Officials define a [Bike Boulevard](#) as “streets with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets.”
 - Amman, Ullman, and Haas agree that Vaughn is a logical choice for sharrows or bike boulevard
 - Ullman asks about speed bumps; Butler responds that funding is not available for that
 - Ullman clarifies the question about when a traffic-calming measure can be added; Butler responds that it is best designed in during road construction and data is needed to support such measures (such as traffic accidents or survey of police dept)

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

- Amman asks why RVs and boats are allowed to park on streets; Butler says he doesn't know why
 - Discussion of when to add sharrows to upper portion of Vaughn, and agreement that it should be done concurrently
 - Ullman agrees to send explanation of Bike Boulevard to Butler
- Discussion and Approval to Submit LOI for People for Bikes Grant
 - The Parks and Recreation Director is seeking approve from the PRC to submit a LOI to People for Bikes to grant to fund the connector trail from the 5th St Corridor to Junction Rd, bike lanes on 11 St W or another item from the City of Ashland Bike Plan. The Parks and Recreation Director would also like to add to the grant to purchase trail counters so the City can get some data on how many people use the ARTS. Please See Attached for the People for Bike Grant Guidelines and City of Ashland Bike Plan. LOI are accepted starting December 15, 2020 – January 22, 2021.
 - Haas emphasizes importance of Junction Rd connection
 - Ullman notes that 11th St W project is important for commuters (as opposed to recreationists) and is right size budget for this grant
 - Hudson looks up expected cost to paint 11th st W and finds it is \$7,500
 - Ullman suggests applying to paint all of 11th St and asks about condition of 11th St E
 - Butler says it needs resurfacing but has no plan currently to do so
 - Decision that Butler will ask striping company what size project they need to justify coming here and when Public Works plans to resurface and stripe
 - Motion by Amman to table discussion until Dec meeting to get more information on plans and costs
 - Second by Dave
 - Motion carries unanimously
- Discussion and Recommendation on New Prentice Park Playground Equipment
 - The playground at Prentice Park is over 20 yrs. old. The Parks and Recreation Director and Maintenance Foreman agree that the playground should be replaced and money has been budget for in the 2020 and 2021 CIP budget. The APR director reached out to Lee Recreation for some playground ideas. Three ideas were initially sent, APR Director and the Maintenance Foreman asked their kids which ones they liked and came up with this final concept design. Cost for the attached playground design will be shared at the meeting along with the project budget. The City is looking for approval from the PRC to move forward with the playground purchase or seek designs from other companies.
 - Ullman asks about possibilities for refurbishing existing equipment; Hudson explains the costs with upkeeping that equipment and the decision that it is not a good investment
 - Ullman asks if more equipment could be added to design as funding comes available; Hudson answers yes
 - Motion by Ullman to pursue proposed design
 - Second by Salmon-Tumas
 - Motion Carries Unanimously

V. Next Meeting Date

Dec. 16th 5-6:30pm Online

VI. Comments and Questions

VII. Adjourn

Move to adjourn by Ullman

Find yourself next to the water.



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

Second by Lampson

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.

Lloyd Orensten called the Airport Commission meeting to order via GoToMeeting at 4:30 p.m., October 22, 2020.

AGENDA ITEM 1: Roll Call

Present: Lloyd Orensten (Commissioner Chair), Tom Bouchard, John Coffey, Rick Korpela

Absent: Richard Huber

Excused: None

Also Present: Richard Pufall (Ashland County Board Chair), Clark Schroeder (Ashland County Administrator), John Sill (Interim Airport Manager)

AGENDA ITEM 2: APPROVAL OF MINUTES (August 27, 2020)

A motion was made by Bouchard, seconded by Korpela, to approve the August 27, 2020 meeting minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ 2021 Budget

The travel/training allotment has been reduced in the 2021 proposed budget. Road/runways allotment has also been reduced due to expected repairs done by the Bureau. The County has allotted about \$17,000 less than the 2020 budget.

A motion was made by Coffey, seconded by Bouchard to approve the 2021 budget as presented. The motion passed unanimously.

→ Landing Fees

Sill proposed a \$100.00 landing fee for corporate jets. Sill will explore and report on the landing fees charged by other airports in the area.

→ Crack Seal 2021

The Bureau is going to clear land north of the runway, seal cracks, repair the apron, and repair the taxiways in 2021. These improvements will cost an estimated \$100,000 and will be paid for by the Bureau.

→ Propane Tank

The Airport changed fuel suppliers from Cenex to Como. The new supplier recommended that the Ashland Airport buy their own tank. A new tank could cost around \$2,000.00. Sil recommended reviewing this to prepare for next year.

AGENDA ITEM 5: Manager's Report

Hangar lease fees

Sil asked the Commission to consider hangar lease fees as a way to generate revenue.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Sil. The total amount of the bills came to \$811.08, plus about \$8,000.00 for jet fuel purchase.

A motion was made by Bouchard, seconded by Korpela, to pay the bills as presented plus the cost of the Bretting jet fuel expenses. The motion passed unanimously.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held December 17th, 2020 at 4:30, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Minutes respectfully submitted by Sarah Szymaniak

City of Ashland – Sustainability Committee Meeting Minutes

A meeting of the Ashland Sustainability Committee was held on **Thursday, November 19, 2020 at 6 p.m.** via GoToMeeting.

Committee Members Present: Dale Kupczyk, Lissa Radke, Cheyanne Reeves, Tamara Sylte, Kate Ullman

Committee Members Absent: Parker Sterling

Staff Present: Lucas Phillips

Lucas Phillips opened the meeting at 6 p.m.

Agenda

1) Consent Agenda

Motion to approve the agenda by Lissa Radke, seconded by Cheyanne Reeves. Passed unanimously.

2) Approval of Minutes

Minutes from the October 29 meeting will be amended to note that Tamara Sylte was not in attendance.

Motion to approve the minutes from the October 29, 2020 Sustainability Committee meeting by Lissa Radke, seconded by Cheyanne Reeves. Passed unanimously.

3) Public Comment (non-agenda items)

None

4) Projects/Discussions

a) Discussion of “Adopt A Tree” program

Lucas Phillips presented a handful of “adopt a tree” programs from other communities across the country, and asked Committee members for feedback on potentially adopting a similar program in Ashland. He stated that he will be contacting the Beautification Committee to see if they have any similar programs in place, or if they have ideas for implementing a program in the City.

Suggestions were made to start on Main Street, and work out into the neighborhoods from there.

Kate Ullman recommended talking to Parks & Rec, in particular their Tree Board, as well as reaching out to Northland and their Forestry Club to see if they would be interested

in partnering. She also recommended partnering with homeowners – particularly homeowners on Vaughn, where trees were removed during the road replacement this summer.

Lissa Radke recommended reaching out to the Chamber to see if their member businesses would be interested in adopting trees in front of their businesses. She also brought up the idea of “memorial trees” – either standalone trees throughout the city, or having a memorial garden full of sponsored trees. She mentioned that the city of Superior has one, and that we could tie it in with Earth Day or Arbor Day celebrations.

b) Discussion/brainstorming of downtown sustainability initiatives

Lucas Phillips informed Committee members that the City is partnering with MMC to purchase reusable bags for shoppers. These bags will be either 100% recycled material, or bamboo fiber, and will have the Shop WI Downtowns logo on them.

Lissa Radke mentioned that there are companies in Wisconsin who produce recycled plastic “wood” that could be used for park benches or other needs. This could be a cost-effective option, if a joint order could be placed with other large purchasers in the region.

c) Updates on demolition/recycling ordinance

Lucas Phillips updated the Committee on the status of the demolition/recycling ordinance that had been discussed at this body in the past. He stated that they had received feedback from the Wisconsin Historical Society on the proposed ordinance and are working on incorporating it. The proposed ordinance will have to go to the Joint Review Board, as well as City Council, and staff will keep the Committee updated.

d) Updates on Waterfront Code updates

The City received a proposal from Graef for updating the ordinances & zoning, which is partly funded by a Wisconsin Coastal Management grant. Staff will be hosting a work session with the consultants at some point, and will be keeping Committee members updated as it gets started.

4) Announcements

Kate Ullman mentioned that Eagle Waste has changed their recycling requirements, but hasn’t communicated this to either the City or consumers. She asked if it was possible to renegotiate prices for recycling pickup, as there are fewer items that can now be recycled. She recommended that more outreach be done to inform people of this change.

Lissa Radke asked if the city’s contract with Eagle Waste requires outreach when such changes are made, and recommended that there be outreach especially to businesses who are large generators of waste and recycling. She asked if there was any sort of

annual reporting mandated to help hold Eagle Waste accountable. Staff will follow up with Administration to see if there is a possibility of requiring Eagle Waste to conduct outreach regarding this policy change.

5) Adjournment

Motion to adjourn by Kate Ullman. Passed unanimously.

Meeting was adjourned at 6:45 pm. Minutes done by Lucas Phillips.

Historic Preservation Commission (HPC)
October 19, 2020
Meeting Minutes

Present: Stephen G. Schraufnagel, Magge Ericson, Jeff Muse, Megan McBride, Elizabeth Madsen-Genzler and Elizabeth Franek

Absent: Joan Haukaas and Allan Smiles

Called to Order: 5:01 P.M. Adjourned 6:05 P.M.

Location: GoToMeeting / Online Meeting

Email Addresses: Joan Haukaas hawk722@charter.net, Allan Smiles ashjewel@outlook.com, Stephen G. Schraufnagel stephenschrauf@gmail.com, Magge Ericson magge.e@charter.net, Jeff Muse jmuse@nwcep.org, Megan McBride mmcbride@coawi.org, Elizabeth Madsen/Genzler madsen.genzler@gmail.com, Elizabeth Franek Ward9@coawi.org, Betsey Harries bharries@ashlandareadevelopment.org, Lucas Phillips lphillips@coawi.org

Minutes: A motion to approve the August 10, 2020 meeting minutes was made by Jeff Muse and seconded by Elizabeth Madsen-Genzler. **Motion carried.**

Public Input (five minutes max): No comments at this time.

Old Business

Update on Historic Tax Credit Marketing: The purchase of 509 – 515 Main Street West building has been completed. The new purchaser is D’Anna Zakovec. D’Anna plans to have commercial space on the street level and boarding apartments on the second level.

Megan McBride gave us an update on the City of Ashland’s CDBG-CLOSE funding and the downtown property sales/leases activity over the past few months.

New Business

Certificates of Appropriateness: None at this meeting.

Update on Plaques and their Placement in the Community: For the record, all the plaques and fasteners are now being stored in City Hall. There are about 12 plaques in inventory.

Announcements/Reports/Comments/Questions: The following items were discussed:

1. Megan McBride updated us on the Ashland Main Street Program. Lucas Phillips has been appointed as the Main Street Manager.
2. It was **NOTED** that the property at 509 – 515 Main Street West was not listed locally as a historic property. But if this project moves forward, then it certainly should be added to the local listing.
3. Much discussion was held regarding the draft copy of the Demolition/Recycling Ordinance Draft. A REVISED draft will be presented to the HPC commission at our December 21, 2020 meeting.
4. Update: Megan McBride will issue a new plaque for her (Magge Ericson) historic house on Fifield Row. **A photo will be taken and put in the Ashland Daily Press.**

5. Consideration for future Historic Listings in the City of Ashland (COA):

- a. The property at 509-515 Main Street West
- b. SOO Line Depot – Megan to check on if they are presently listed.
- c. St. Andrew's Building (former church)
- d. Former Hank Martinsen Jr. house on Chapple Avenue (across from Wilmarth Mansion)
- e. Chapple Avenue Condo buildings – just the former Depot, not any other new buildings on site.
- f. All area churches should be considered, such as Saron Lutheran, Good Shepherd Lutheran Church, etc.

Set Future Meeting Dates: The next HPC meeting is set for December 21, 2020 @ 5:00 P.M. (GoToMeeting). The upcoming meeting dates are as follows:

March 1, 2021 @ 5:00 P.M., GoToMeeting
June 7, 2021 @ 5:00 P.M., in the Council Chambers

A motion to adjourn this meeting was made by Magge Ericson at 6:05 P.M. The motion was seconded by Elizabeth Franek. **Motion carried.**

Respectfully submitted,

Stephen G. Schraufnagel, Architect
Chairman of the City of Ashland
Historic Preservation Commission

City of Ashland – Public Works Committee Meeting Notice

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

Agenda Item 1: Roll Call

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

Others in attendance: Lissa Radke UW Extension Ashland County Community Development Educator

Agenda Item 2: Approval of Previous Meeting Minutes

No minutes to approve.

Agenda Item 3: Citizen Participation

Agenda Item 4: Unfinished Business

a. Update on Street Financing Options

Based on the negative response from Ashland County residents when Ashland County rolled out the thought of a wheel tax in August, City Administration does not see this as a viable option for a revenue stream at this time. The Administrator, Finance Director and PW Director have been reviewing other funding sources and believe based on the proposed projects for 2021 financing will not be needed. They will continue in 2021 to explore options for future years projects.

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

a. Operations Update

The street crew is ready for snow, all of the equipment has been switched over for the winter season. Visu Sewer is in town preparing for the Cured in Place Pipe (CIPP) project. There are a few locations that require some excavation. This will occur prior to the pipe lining.

Agenda Item 6: New Business

a. Lissa Radke- League of Women Voters & Sewage Overflows

Lissa Radke provided background information on the work being done by the Stormwater Overflow Study Group. The group was formed in the fall of 2018 and wanted to find ways to get more information out to the public regarding the waste water overflows that occur during heavy rain events. The group is interested in working with the City to help educate and provide outreach to the general public. Lissa wanted the Public Works Committee to know she is available and is happy and willing to work with the committee in getting more information out to the public.

b. General Information Regarding Utility Systems and Infrastructure Needs

In the interest of time, John would like to move this agenda item to the December meeting.

c. Discussion and Recommendation on Installing Pedestrian Traffic Signal(s) on USH2

During the 2021 construction season segments of the Ashland Rails to Trails system will be improved through the Wisconsin Department of Transportation – Transportation Alternatives Program. The City is looking at sustainable methods of providing safe crossings for trail users. There are multiple locations along USH2 the trail crosses. Several of the committee members agreed that the crossing at Walmart, 24th Ave E. is difficult due to the 5 lanes of traffic with no rest area, the ingress and egress for multiple business in the area and the volume of traffic. WisDOT does not require a permit to install pedestrian crossing flashing lights on the highway, they could be installed at the expense of the city. If the city was interested in installing the Pedestrian Hybrid Beacon like the one at Our Lady of the Lake an engineering study would have to be done.

Bill Kurtz made a motion to install pedestrian crossing flashing lights at the trail crossing at 24th Ave E. Seconded by Ed Calhan. Motion carried.

d. Discussion and Recommendation on Sidewalk Special Assessment Policy & Waterfront Access Road

John presented to the Committee information regarding the Waterfront Access Road Project, St. Claire between Prentice and Stuntz. The project is scheduled for reconstruction in 2021 and is in the design phase. Currently, there are sidewalks on all but four blocks of the project zone. The committee reviewed and discussed the current sidewalk special assessment policy. After review the committee agreed that sidewalks should be installed on St Claire to provide safe walking routes. Bill Kurtz made a motion to special assess for sidewalks on both sides of St Claire between Prentice and Stuntz in accordance to the City of Ashland Special Assessment Policy. Ed Calhan seconded the motion. Motion carried.

Agenda Item 7: Items of Interest for Future Meetings

General Information Regarding Utility Systems and Infrastructure Needs

Agenda Item 8: Set Next Meeting Date

December 10, 2020

Agenda Item 9: Adjournment

Motion by Bill to adjourn at 7:03p.m., seconded by Phil. Motion passed

SUBJECT: Public Hearing Regarding City of Ashland 2021 Community Development Block Grant (CDBG) CLOSE and Public Facilities Applications to Fund 6th Street East Reconstruction Project and CDBG-CLOSE Application to Demolish the Blighted Structure at 501 3rd Street West (*Planning*) Roll

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning & Development Department
Public Works Department

EXHIBITS:

1. Community Development Block Grant Public Facilities Program Brochure
2. State of Wisconsin Department of Administration CDBG Program Summary
3. CDBF-PF 2020 Service Area 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:

SUMMARY STATEMENT:

It is required to host a Public Hearing prior to submission of a Community Development Block Grant (CDBG) for Public Facilities (PF) and for CDBG CLOSE to identify potential available funds and eligible project activities, identify community needs that CDBG funding could help address, and receive public input related to the proposed project activities. Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East was identified as the City's priority project for 2020 based on the condition of existing infrastructure in this area, its location within one of the sanitary sewer districts most contributing to the City's I&I issues, and the City's ability to secure matching funds for this project. However, the City did not receive funding in 2020, and is proposing to resubmit both a CDBG Public Facilities (CDBG PF) and CDBG CLOSE applications to support this project and reduce the demand on City funds. The scope of work for the proposed project would include reconstruction of all water, sanitary sewer and storm sewer infrastructure, replacement of hydrants, installation of curb and gutter and complete reconstruction of the roadway. This will provide direct benefit to 52 households.

In addition to submitting applications for CDBG CLOSE and CDBG PF for reconstruction of 6th Street East, the public hearing shall also pertain to proposed project activities for the acquisition of the property located at 501 3rd Street West for the purpose of demolishing the blighted structure thereon. This has been identified as a priority project for CDBG CLOSE funds in order to remove a blighted structure from the downtown and a visible community corridor, add additional green space within the downtown and adjacent to the public Library, and to ensure that eventual reuse of the property furthers community goals and meets identified needs at that time.



Grants are capped at \$1,000,000. There is a matching fund requirement.

Eligible projects may include:

- Community and Senior Centers
- Libraries
- Fire stations
- Accessibility improvements
- Water towers, wells, and water systems
- Street, curb, and gutter improvements
- Wastewater treatment and sanitary sewer systems

Projects NOT eligible for PF grants:

- General maintenance
- Buildings for the general conduct of government
- Political activity

Questions? Please contact:

**DOA Division of Energy, Housing
and Community Resources**
(608) 266-7531
DOACDBG@wisconsin.gov

To learn more, visit:

**[doa.wi.gov/Pages/LocalGovtsGrants/
CommunityDevelopmentPrograms.aspx](http://doa.wi.gov/Pages/LocalGovtsGrants/CommunityDevelopmentPrograms.aspx)**



Community Development Block Grant

Public Facilities Program

**Improving community
buildings and infrastructure**

What are CDBG funds?

Community Development Block Grant (CDBG) funds promote affordable housing, suitable living conditions, and economic opportunity primarily to benefit individuals with low to moderate income (LMI). CDBG funds are available for:

- Affordable Housing
- Economic Development (CDBG-ED)
- Emergency Assistance
- Planning (CDBG-PLNG)
- **Public Facilities (CDBG-PF)**
- Public Facilities Economic Development (CDBG-PFED)
- Rural Economic Area Development Initiative (CDBG-READI)

U.S. Department of Housing and Urban Development



Wisconsin Department of Administration



Wisconsin Communities



Grant Requirements:

- CDBG funds must be used to primarily benefit low-to-moderate income (LMI) individuals.
- Environmental reviews (ERRs) must be completed.
- Federal and state acquisition and relocation regulations apply.
- Municipality must have a public hearing on the proposed use of CDBG funds. A second hearing must be held towards or at the end of the project, documenting the results of the project.
- If an award is made, the community must undertake at least three activities to support fair housing during implementation of the project.
- Municipalities have financial obligation to repay CDBG funds if the project does not meet a national objective.
- Davis-Bacon and Related Acts labor standards apply to projects with a construction cost exceeding \$2,000.



GET STARTED TODAY

Applications are accepted as part of an annual competition. Grants are awarded on a competitive basis.

For application timeline and instructions, visit: <https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGPublicFacilitiesProgram.aspx>

If successful, you will receive an award letter and information on next steps.



STATE OF WISCONSIN
Department of Administration



Community Development Block Grant –
Revolving Loan Fund for Economic
Development
Closeout Program
(CDBG-CLOSE)



CDBG-CLOSE PROGRAM CONTACT INFORMATION

Mailing Address: Wisconsin Department of Administration
Division of Energy, Housing and Community Resources
Bureau of Community Development
ATTN: CDBG-CLOSE Applications
101 E. Wilson St., 6th Floor
P.O. Box #7970
Madison, WI 53707-7970

Telephone: David Pawlisch, Director,
Bureau of Community Development
(608) 261-7538

Email: DOACDBG@wisconsin.gov

PLEASE NOTE:

This application packet may be accessed at the Bureau of Community Development- Revolving Loan Fund for Economic Development section on the Division of Energy, Housing and Community Resources website at doa.wi.gov. The electronic version on the website is the most recent version, and is the only official version, of the document. Revisions are made periodically. Users should only reference the official version of the document.

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Introduction

What is CDBG?

The Community Development Block Grant (CDBG) program is a federal formula-allocated grant program administered by the U.S. Department of Housing and Urban Development (HUD). Funding for the CDBG Small Cities Program is provided to the State of Wisconsin by HUD. The program was created when Congress passed the Housing and Community Development Act, Title 1 in 1974 and it is governed by the rules set forth in the Housing and Community Development Act (HCDA) of 1974 (as amended) and in the Code of Federal Regulations (24 CFR Part 570).

The CDBG program consists of two components: One, an “entitlement program” under which HUD provides funding directly to urban counties with populations of at least 200,000; cities with populations of at least 50,000; and principal cities of Metropolitan Statistical Areas, and two, a “state-administered program” under which HUD provides CDBG funds to States to distribute to non-entitlement communities. The Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) is responsible for administering Wisconsin’s State-Administered Community Development Block Grant Program.

The primary purpose of the CDBG program is the development of viable communities through the provision of decent housing, a suitable living environment, and the expansion of economic opportunities, principally for the benefit of persons of low and moderate income (LMI).

CDBG-CLOSE

CLOSE is designed to provide the necessary regulatory and financial flexibility for communities to address local needs. The Department, through the implementation of the CDBG-CLOSE program, has determined that the best course of action is to liquidate the remaining funding and to ultimately close all Revolving Loan Funds (RLF). UGLG’s that currently administer an Economic Development Revolving Loan Fund are required to participate in the CDBG-CLOSE program.

Under the CDBG-CLOSE program, all locally held, and funded by a CDBG award made on January 1, 1992 or later, Economic Development Revolving Loan Funds will be held for UGLG’s. These UGLG’s will have non- competitive access to the funds to use as grants for eligible activities.

There are three ways UGLG’s will participate in CDBG-CLOSE. First, UGLG’s that do not

have any outstanding, current loans and only have cash on hand will receive credit for their RLF bank balance as grant funding. Under this option, UGLG's RLF Closeout Account will be determined as follows:

$$\text{RLF Bank Balance} = \text{RLF Closeout Account}$$

These UGLG's will have the option to utilize CDBG-CLOSE funds for up to two (2) projects totaling the amount of their RLF Closeout Account. In addition, UGLG's may submit an application for up to one (1) additional Planning project. Depending upon the RLF Closeout Account balance, some communities may be eligible to apply for more than two projects.

UGLG's with outstanding loans have the option under CDBG-CLOSE to either:

1. **Purchase** the value of **all** outstanding loans in the RLF portfolio and transfer those funds to DEHCR;

Under CDBG-CLOSE, UGLG's that opt to **purchase** all outstanding loans will receive their RLF bank balance plus their purchase of their outstanding balance as grant funding. Under this option, UGLG's RLF Closeout Account will be determined as follows:

$$\text{RLF Bank Balance} + \text{Purchased RLF Accounts Receivable} = \text{RLF Closeout Account}$$

In addition, UGLG's that opt to purchase all outstanding loans will have the option to utilize these funds for up to three (3) projects. For UGLG's with large RLF Closeout Balances, an additional fourth (4) project may be applied for, as determined by DEHCR.

2. **Retain the responsibility to** service outstanding loans locally.

Under CDBG-CLOSE, UGLG's that opt to **retain the responsibility to** service outstanding loans locally will only receive credit for their RLF bank balance as grant funding. Under this option, UGLG's RLF Closeout Account will be determined as follows:

$$\text{RLF Bank Balance} = \text{RLF Closeout Account}$$

UGLG's that opt to retain all outstanding loans and service them locally will have the option to utilize CDBG-CLOSE funds for up to two (2) projects totaling the amount of their RLF Closeout Account. In addition, UGLG's may submit an application for up to one (1) additional Planning project. Depending upon the RLF Closeout Account balance, some communities may be eligible to apply for more than two projects. DEHCR will enter into a written agreement with all UGLG's that opt to retain the responsibility to service all outstanding loans. UGLG's must return all applicable loan repayments to the State.

After the UGLG has determined which option it will utilize to participate in CDBG-CLOSE and the RLF Closeout Account has been established, the UGLG will follow the process established under CDBG-CLOSE to dissolve its RLF. As stated above, all Economic Development RLF's will be dissolved under CDBG-CLOSE and participation in CDBG-CLOSE is mandatory.

All Economic Development Revolving Loan Fund Accounts that were originally capitalized with payments of loans made from CDBG grant funds awarded prior to January 1, 1992 by the State

of Wisconsin **and** have not received a subsequent award from January 1, 1992 to present from the State of Wisconsin are not subject to CDBG-CLOSE. These funds qualify under the program income reporting guidelines as defined in CPD Notice 04-11.

All Revolving Loan Fund Accounts that meet this requirement are encouraged to self-identify and certify by signature of authorized local official that the funds qualify under the program income reporting guidelines as defined in CPD Notice 04-11. A sample certification document may be found in the Application for CDBG- CLOSE Section.

A final, official RLF Closeout Account balance will be calculated at the time of the RLF closure when a final report is submitted to DEHCR and reflect each community's unique situation.

A community with access to RLF Closeout Funds is not excluded from applying for annual competitive CDBG-Public Facilities grants to supplement a project's cost. All standard requirements as outlined in the CDBG Application Materials and Handbook apply. If selected under the annual application cycle, the sub-grantee must utilize RLF Closeout Funds before accessing competitive allocation funds. This requirement also applies to the non-competitive Economic Development grants.

Example:

\$500,000 Public Facility project
\$295,000 Local RLF Closeout Account available
\$205,000 Funds from annual allocation

When only the local RLF Closeout Funds are being used for a project, refer to the Project Funding Limits section for award maximums. The amount of the grant cannot exceed the RLF Closeout Account balance.

If an UGLG retains the responsibility of servicing existing loans, the potential responsibility for re-paying the loan due to the UGLG's failure to meet a National Objective resides with the UGLG.

Eligible CDBG-CLOSE Applicants

Only existing Units of General Local Government (UGLG) that hold a CDBG RLF-ED fund will apply for funding.

This includes:

Ashland County
Ashland City
Baraboo City
Barneveld Village
Berlin City
Boscobel City
Brillion City
Brown County
Buffalo County
Burlington City
Butternut Village
Calumet County
Cambria Village
Cascade Village
Cedarburg City
Clintonville
Columbia County
Columbus City
Cuba City
Dane County
Darlington City

De Pere City
Deerfield Village
Dodge County
Door County
East Troy Village
Edgerton City
Elkhorn City
Elroy City
Fall River Village
Florence County
Fond du Lac County
Fort Atkinson City
Gilman Village
Grafton Village
Grant County
Green County
Hartford City
Highland Village
Hillsboro City
Horicon City
Howard Village

Iowa County
Jackson County
Jacobs Town
Jefferson County
Jefferson City
Juneau County
Juneau City
Kaukauna City
Kendall Village
Kenosha County
Kewaunee County
La Crosse County
Lafayette County
Lake Mills City
Langlade County
Laona Town
Little Chute Village
Manitowoc County
Manitowoc City
Maribel Village
Marinette County

Marinette City	Ozaukee County	Shullsburg City
Marion City	Pepin County	Sparta City
Mauston City	Peshtigo County	Sturgeon Bay City
Mazomanie Village	Pierce County	Sun Prairie City
Medford City	Plymouth City	Sussex Village
Menomonee Falls Village	Port Washington City	Taylor County
Mequon City	Portage City	Tomah City
Middleton City	Potosi Village	Tri-County EDC
Mineral Point City	Prairie Farm Village	Two Rivers City
Monroe County	Racine County	Union Grove Village
Monroe City	Reedsburg City	Vernon County
Mukwonago Village	Rib Lake Village	Washburn County
Muscoda Village	Richland Center City	Washburn City
Muskego City	Richland County	Washington County
New Holstein City	Ripon City	Watertown City
New London City	Rock County	Waupaca County
Oconto County	Sauk County	West Bend City
Oconto Falls City	Saukville City	Whitewater City
Oconto City	Seymour City	Winnebago County
Oneida County	Shawano County	Winneconne Village
Oostburg Village	Shawano City	Wisconsin Dells City
Osseo City	Sheboygan County	Wittenberg Village
Outagamie County	Sheboygan Town	

All Revolving Loan Fund Accounts that were originally capitalized with payments of loans made from CDBG grant funds awarded prior to January 1, 1992 by the State of Wisconsin **and** have not received a subsequent award from January 1, 1992 to present from the State of Wisconsin are not subject to CDBG-CLOSE. These funds qualify under the program income reporting guidelines as defined in CPD Notice 04-11.

Any of the above listed RLF's that certify that they qualify under the program income reporting guidelines as defined in CPD Notice 04-11 as receiving their CDBG award prior to January 1, 1992 are not included under CDBG-CLOSE.

Under CDBG-CLOSE, UGLG's must:

1. Return to the Department the full balance of the locally-held Revolving Loan Fund as indicated on the final report;
2. Dissolve the RLF under the process identified by the Department;
3. Complete all documentation required and requested by the Department.

Program Requirements

Eligible Activities

Eligible recipients may utilize their RLF Closeout grant award for the currently authorized programs as outlined in the State of Wisconsin 2015-2019 Consolidated Plan without the matching funds requirement:

1. Public Facilities;
2. Housing Rehabilitation Conversion;
3. Economic Development projects;
4. Public Facilities for Economic Development projects;
5. Planning projects

In addition to the programs identified above, the RLF Closeout Account can be used for the following special purposes:

6. Broadband/high speed internet access for low and moderate income (LMI) residents. grant funds can be used by the Unit of General Local Government (UGLG) for public infrastructure projects to expand broadband internet access. Examples of eligible expenses include the purchase of materials and installation.
7. Mitigation measures specifically those that address natural hazard risks; must connect the mitigation development or action to address impacts on LMI residents.
8. Public services. For more information see: <https://www.hudexchange.info/onecpd/assets/File/Basically-CDBG-State-Chapter-7-Public-Services.pdf>

Project Funding Limits

Under CDBG-CLOSE, local match for projects is encouraged, but not required. Funding limits for eligible programs under CDBG-CLOSE are as follows:

1. Public Facilities: \$3,000,000 per project;
2. Housing Rehabilitation: existing CDBG-H costs apply;
3. Economic Development projects: \$3,000,000 per project;
4. Public Facilities for Economic Development projects; \$3,000,000 per project;
5. Planning projects: \$75,000 per project

In addition to the programs identified above, the RLF Closeout Account can be used for the following special purposes:

6. Broadband/high speed internet: \$3,000,000 per project;
7. Mitigation measures specifically those that address natural hazard risks: \$3,000,000 per project;
8. Public services: \$300,000 per project

CDBG-PF 2020 Service Area Map



SUBJECT: Approve a Resolution for the Submission of 2021 Community Development Block Grant CLOSE (CDBG CLOSE) and Community Development Block Grant Public Facilities (CDBG PF) Applications and Commitment of Matching Funds for the Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (*Planning*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
Public Works Department
Finance Department

EXHIBITS:

1. Proposed Resolution
2. CDBG-PF 2020 Service Area Map
3. Summary Tables of Project Costs with Sources of Funds Identified for Reconstruction of 6th St E

EXPENDITURES REQUIRED: \$1,957,781.08 Total estimated project cost

AMOUNT BUDGETED: \$0.00

APPROPRIATION REQUIRED:

\$1,000,000.00	CDBG Public Facilities grant
\$ 520,000.00	CDBG CLOSE funds
\$ 185,772.04	Water Utility fund balance
\$ 160,593.15	Wastewater Utility fund balance
\$ 91,415.89	Capital Street 2022 Budget allocation
<u>\$1,957,781.08</u>	Total funding sources

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, which encourages the City to leverage grant dollars when possible to continually address deferred maintenance to City infrastructure.

SUMMARY STATEMENT:

The Department of Planning and Development is preparing applications for both CDBG CLOSE funds as well as CDBG Public Facilities funds for the reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East. The CLOSE funds will be utilized as the match for the CDBG Public Facilities grant is a competitive application process, and the project will move forward starting in Fall of 2021 only if the City is

awarded both CLOSE and Public Facilities grant funding as described in the attached resolution.

If funding is approved, it will be utilized to fully reconstruct 6th Street East from 13th Avenue East to 19th Avenue East including the utilities, road, sidewalks, curb and gutter, and fire hydrants. This will be a big improvement for the surrounding property owners, and is an important step towards addressing the City's I&I issues. The project area is located within Sewer District 7 and previous studies have shown that this District is the largest contributor of I&I within the City.

The project will replace six blocks of water, sewer and storm infrastructure that has greatly exceeded its useful life. In addition, previously completed testing has indicated that there are significant, direct sources of inflow in the project area that will be corrected through the replacement of this infrastructure. Some residents have also experienced sewage back ups and it is anticipated that replacement of the sewer main located in the roadway will alleviate these issues.

RESOLUTION No. 17606

RESOLUTION FOR THE SUBMISSION OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT CLOSE (CDBG CLOSE) AND COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES (CDBG PD) APPLICATIONS AND COMMITMENT OF MATCHING FUNDS FOR THE RECONSTRUCTION OF 6TH STREET EAST FROM 13TH AVENUE EAST TO 19TH AVENUE EAST

WHEREAS, Federal monies are available under the Community Development Block Grant CLOSE and Community Development Block Grant Public Facilities (CDBG PF) program, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of provision or improvement of public facilities; and

WHEREAS, a Public Hearing was held on January 12, 2021 related to the proposed project activities; and

WHEREAS, after public meeting and due consideration, the Ashland City Council has recommended that an application be submitted to DOA for the following project(s):

-Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East, and replacement of all underground utilities; and

WHEREAS, it is necessary for the City to approve the preparation and filing of an application for the City to receive funds from this program; and

WHEREAS, the City Council has reviewed the need for the proposed project(s), and the benefits to be gained there from; and

WHEREAS, an adequate local financial match must be provided for the proposed Public Facilities and CLOSE activities.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland does hereby approve the preparation and filing of a CDBG CLOSE application for the above-named project in the amount of \$520,000; authorized preparation and filing of a CDBG Public Facilities application for the above-named project in the amount of \$1,000,000; and that the Mayor is hereby authorized to sign all necessary documents on behalf of the city; and that authority is hereby granted to the Department of Planning and Development to take the necessary steps to prepare and file applications for funds under this program in accordance with this resolution; and

BE IT FUTHER RESOLVED that if the City is successful in its CDBG Public Facilities application, then the \$520,000 in CDBG CLOSE funds shall be used as matching funds, with the following sources of funds for the remaining \$434,781.08 project cost: City of Ashland Water Utility Fund Balance in the amount of \$185,772.04, City of Ashland Wastewater Utility Fund Balance in the amount of \$160,593.15, and a City of Ashland Capital Street 2022 Budget Allocation in the amount of \$91,415.89.

PASSED: January 12, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CDBG-PF 2020 Service Area Map



11/25/2019, 10:42:08 AM

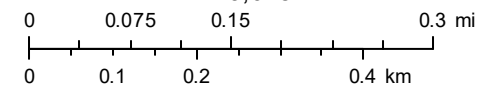
Lines

— Override 1

Parcel Labels

Parcel Mapping

1:9,028



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

	Construction Total	Construction Contingency	Engineering Services	Project Total			Total Utilities Cost	
General Fund	\$866,666.91	\$130,000.04	\$94,748.94	\$1,091,415.89	55.7%	CDGB, Fund 470	\$866,365.19	53.6% Water Utility
Water Utility	\$355,478.40	\$53,321.76	\$55,872.49	\$464,672.65	23.7%	Fund 680 G.O. Note & Pooled Cash		46.4% WW Utility
Wastewater Utility	\$307,584.70	\$46,137.71	\$47,970.13	\$401,692.54	20.5%	Fund 690 Pooled Cash		
TOTAL PROJECT	\$1,529,730.01	\$229,459.51	\$198,591.56	\$1,957,781.08	100.0%			

W/ PF Funds & Close Funds

	Project Total	PF Funds	Close Funds	Remaining Share
General Fund	\$1,091,415.89	\$1,000,000.00	\$0.00	\$91,415.89
Water Utility	\$464,672.65	\$0.00	\$278,900.61	\$185,772.04
Wastewater Utility	\$401,692.54	\$0.00	\$241,099.39	\$160,593.15
TOTAL PROJECT	\$1,957,781.08	\$1,000,000.00	\$520,000.00	\$437,781.08

\$1,000,000.00 \$957,781.08 City Share Less PF
\$520,000.00 \$437,781.08 City Share Less PF & Close

W/ Close Funds Only

	Project Total	PF Funds	Close Funds	Remaining Share
General Fund	\$1,091,415.89	\$0.00	\$0.00	\$1,091,415.89
Water Utility	\$464,672.65	\$0.00	\$278,900.61	\$185,772.04
Wastewater Utility	\$401,692.54	\$0.00	\$241,099.39	\$160,593.15
TOTAL PROJECT	\$1,957,781.08	\$0.00	\$520,000.00	\$1,437,781.08

SUBJECT: Approve a Resolution for the Submission of a 2021 Community Development Block Grant CLOSE (CDBG CLOSE) Application for the Acquisition of 501 3rd Street West and Demolition of the Blighted Structure thereon (*Planning*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Department of Planning and Development
City Administrator
Library Director

EXHIBITS:

1. Proposed Resolution
2. Aerial Map of 501 3rd Street West Property
3. Image of Building Located at 501 3rd Street West

EXPENDITURES REQUIRED: *No match required*

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 CDBG CLOSE grant activities conform to the goals and principles of the City's Comprehensive Plan, which recommends strategic demolition of blighted structures as well as a concentration of resources on revitalization of the downtown as the heart of the community.

SUMMARY STATEMENT:

Through the mandatory close out of all CDBG Economic Development Revolving Loan Funds (CDBG ED RLF) in the state of Wisconsin, the eligible municipalities have access to the remaining fund balance as non-competitive grants to implement projects which meet CDBG national objectives. This one-time, non-competitive grant program is referred to as CDBG CLOSE.

Elimination of slum and blight within the community is an eligible project activity, and the property at 501 3rd Street West was identified by City staff and previously presented to Council as the best fit for these funds. Because the City's proportion of Low to Moderate Income (LMI) residents is not 51% or greater, the City is not eligible to use grants funds for "community-wide benefits." For this reason, once the structure is demolished and site cleaned up, the City will be required to maintain the property as a vacant area for a minimum of 5 years. Therefore, no short term redevelopment of the lot can occur within that time frame, and the property cannot be sold or donated to another entity. Not only does the project remove a blighted building which has

been marketed without success for several years, it also creates green space directly adjacent to the Library and within our downtown. Additionally, concerns around potential environmental contamination on the site as a result of its past uses could be addressed by the City using grant funding to ensure the site is suitable and safe for public use in the future.

RESOLUTION No. 17607

RESOLUTION FOR THE SUBMISSION OF 2021 COMMUNITY DEVELOPMENT BLOCK GRANT CLOSE (CDBG CLOSE) APPLICATION FOR THE ACQUISITION OF 501 3RD STREET WEST AND DEMOLITION OF THE BLIGHTED STRUCTURE THEREON

WHEREAS, Federal monies are available under the Community Development Block Grant CLOSE, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of removing slum and blight in the community; and

WHEREAS, a Public Hearing was held on January 12, 2021 related to the proposed project activities; and

WHEREAS, after public meeting and due consideration, the Ashland City Council has recommended that an application be submitted to DOA for the following project(s):

-Acquisition of 501 3rd Street West for the purpose of demolishing the blighted structure located on said property; and

WHEREAS, it is necessary for the City to approve the preparation and filing of an application for the City to receive funds from this program; and

WHEREAS, the City Council has reviewed the need for the proposed project, and the benefits to be gained there from; and

WHEREAS, no local match is required for submission of this CDBG CLOSE application.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland does hereby approve the preparation and filing of a CDBG CLOSE application for the above-named project in the amount of \$100,000; and that the Mayor is hereby authorized to sign all necessary documents on behalf of the city; and that authority is hereby granted to the Department of Planning and Development to take the necessary steps to prepare and file applications for funds under this program in accordance with this resolution.

PASSED: January 12, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney



Boren RADIATOR SERVICE

Boren RADIATOR SERVICE

NO PARKING
IN DRIVEWAY
EXCEPT BY PERMIT
SEE CITY ENGINEER
FOR MORE INFORMATION

SUBJECT: Approve a Resolution to Authorize a Representative of the City of Ashland to File Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund for the Lead Service Lateral Replacement Program (*Public Works*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

Since 2016 the City has participated in the Safe Drinking Water Private Lead Service Replacement Program (SDWLP) to fund grants to replace lead service laterals. In both 2017 and 2018 the City was awarded \$300,000 to replace private lead service lines. Between 2017 and 2020, 253 private lead service laterals have been replaced throughout the City. Information available through city records indicate there are an additional 395 private lead service laterals eligible for replacement with the possibility of an additional 474 additional laterals of unknown material on the private side.

The Wisconsin DNR is accepting applications in 2021 to fund private lead service line replacements. An application has been submitted. One of the requirements related to the application process is for the City to have an authorized representative approved by Council resolution. The authorized representative will file applications with the Wisconsin Environmental Improvement Fund and is authorized and empowered to do things necessary in connection with the application.

Beyond this grant application, it is important that the City establish and continue a program for water distribution system replacements as sources of lead beyond private services are present in the water distribution system and homeowners are only eligible if the City portion of a water service lateral is lead free.

RESOLUTION No. 17605

RESOLUTION TO AUTHORIZE REPRESENTATIVE OF THE CITY OF ASHLAND TO FILE APPLICATIONS FOR FINANCIAL ASSISTANCE FROM STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND PROGRAM

WHEREAS, it is the desire of the City of Ashland, Wisconsin, a municipal corporation, to file applications for the state financial assistance for the Lead Service Lateral Improvement Program under the Wisconsin Environmental Improvement Fund; and,

WHEREAS, it is necessary to designate a representative for filing said applications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ashland that the Mayor is hereby appointed as the authorized representative for the City of Ashland for the purpose of filing these applications, and that the representative is further authorized and empowered to do all necessary things and take all necessary steps in connection with said application.

PASSED: January 12, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution to Accept the Workmanship of Nasi Construction, LLC, and Approve Final Payment for the 2020 Building and Pearson Plaza Improvements Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director

EXHIBITS:

1. Proposed Resolution
2. Application for Payment - #2
3. Final Construction Report

EXPENDITURES REQUIRED:

<u>\$ 35,821.93</u>	Final Work Completed & Retainage Due
\$ 53,088.05	Fund 481-FEMA & WI Emergency Mgmt.
\$ 11,062.51	Fund 453-Waterfront Development Fund
<u>\$ 79,649.77</u>	Fund 690-Waste Water Utility Cash on Hand
<u>\$143,800.33</u>	Final Project Cost

AMOUNT BUDGETED:

\$ 30,000	Fund 481 Estimated FEMA/WEM
\$ 40,000	Fund 453 Waterfront Development
<u>\$100,000</u>	Fund 690 Cash on Hand
<u>\$170,000</u>	Total Budget

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 5, 2021, that Nasi Construction, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

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

First phase of work was HVAC replacements completed in 2019. The second phase of the project was the roof replacements which were completed in 2020.

The third phase of the work was building repairs, which included repairs to various doorways, entryway stoops, and building interiors/exterior of wastewater utility buildings.

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

Major work items completed under this project included the replacement of concrete stoops, replacement of doors, masonry re-pointing and repairs, painting of classified interior spaces, and the installation of stamped concrete at two sewage pumping stations (6th Ave and Main Lift) and one City park (Pearson Plaza).

The building improvements are intended to extend the useful lifetime of the existing sewage pumping stations, which are critical facilities in maintaining reliable sewage collection service. The installation of stamped concrete restores damage at Pearson Plaza incurred by the June 18, 2018 rain event.

The Public Works Department recommends approval of the resolution accept the workmanship of Nasi Construction, LLC and to make the final payment of \$35,821.93 due on the 2020 Building Improvements and Pearson Plaza Project.

RESOLUTION No. 17604

APPROVE A RESOLUTION TO ACCEPT THE WORKMANSHIP OF NASI CONSTRUCTION, LLC, AND APPROVE FINAL PAYMENT FOR THE 2020 BUILDING AND PEARSON PLAZA IMPROVEMENTS PROJECT

WHEREAS, the City of Ashland, hereinafter referred to as the City, and NASIN CONSTRUCTION, LLC, hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works improvements under **Project No. 481202001 2020 Building and Pearson Plaza Improvements Project** in the City of Ashland, in accordance with plans and specifications prepared by the City Engineering Department for the agreed price of \$143,053.53; and

WHEREAS, said total final contract price has been determined to be \$143,800.33 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 \$35,821.93.

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 \$35,821.93 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.

PASSED: January 12, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Contractor's Application for Payment

Owner:	City of Ashland	Owner's Project No.:	481202001
Engineer:		Engineer's Project No.:	
Contractor:	Nasi Construction, LLC	Contractor's Project No.:	
Project:	2020 Building and Pearson Plaza Improvements Project		
Contract:			
Application No.:	2-FINAL	Application Date:	12/7/2020
Application Period:	From	to	

1. Original Contract Price	\$	143,053.53
2. Net change by Change Orders	\$	746.80
3. Current Contract Price (Line 1 + Line 2)	\$	143,800.33
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	143,800.33
5. Retainage		
a. 0.0% X		Work Completed
b. X	\$	Stored Materials
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	143,800.33
7. Less previous payments (Line 6 from prior application)	\$	107,978.40
8. Amount due this application	\$	35,821.93
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

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: _____ **Date:** _____

_____	_____
Date	John Butler, Director of Public Works
_____	_____
Date	Brant Kucera, City Administrator
_____	_____
Date	Debra Lewis, Mayor
_____	_____
Date	Barbara Clement, Comptroller
_____	_____
Date	Denise Oliphant, City Clerk

Contractor's Application for Payment

Application No.:	2-FINAL	Application Period:	From		to		Application Date:	12/07/20
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Contractor's Application for Payment

Lump Sum

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2 of 2

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FINAL CONSTRUCTION REPORT

PROJECT: 2020 Building and Pearson Plaza Improvements Project

SUBSTANTIAL COMPLETION DATE: October 16, 2020

REPORT DATE: January 4, 2020

CONTRACTOR: Nasi Construction, LLC

Bid Amount:	\$ 143,053.53
Change Orders:	\$ 746.80
Net Quantity Variances:	<u>\$ 0</u>
Final Cost:	\$ 143,800.33

Major work items completed under this project included the replacement of concrete stoops, replacement of doors, masonry re-pointing and repairs, painting of classified interior spaces, and the installation of stamped concrete at two sewage pumping stations (6th Ave and Main Lift) and one City park (Pearson Plaza).

The building improvements are intended to extend the useful lifetime of the existing sewage pumping stations, which are critical facilities in maintaining reliable sewage collection service. The installation of stamped concrete restores damage at Pearson Plaza incurred by a recent severe storm.

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

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

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

Certified by: _____

John Butler
Director of Public Works

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

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:

Agreement to be forthcoming.

SUBJECT: Approve for the Police Department and Fire Department to Enter into Contracts for Online Training Programs (*Police & Fire Departments*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Police Chief
Fire Chief
Administration

EXHIBITS: 1. Praetorian Digital Invoice - PoliceOne Academy
2. TargetSolutions Learning, LLC Agreement

EXPENDITURES REQUIRED: \$ 1,620.89 Police Department Training Fund Budget
\$ 2,793.00 Fire Department Training Fund Budget

AMOUNT BUDGETED: As Budgeted

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 7, 2021, that Praetorian Digital/Police One Academy, and TargetSolutions Learning, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Ashland Police Department has the opportunity to enter into a one-year contract with PoliceOne for training for the year 2021. The cost per officer is \$85.31 to receive unlimited online training for the year. Due to the continuation of the COVID -19 Pandemic, the State of Wisconsin Training and Standards has allowed online training to be applied toward the 24 hours of annual training required of each officer annually.

Beyond basic refreshers, PoliceOne offers topics that are relevant to the changing climate of policing such as anti-bias training, de-escalation, cultural awareness and diversity, and implicit bias among others. The online platform will save the police department thousands of dollars by eliminating the travel and overnight stays otherwise necessary for each officer.

The Ashland Fire Department has the opportunity to enter into a one-year contract with TargetSolutions Learning, LLC/Vector Solutions, an online training platform for 2021. The department will be using this training platform to obtain EMS Paramedic training which is required by the State to maintain a Paramedic License. This online training platform offers EMS, Fire, and Rescue training classes that are available for use all year.

Due to the COVID-19 pandemic, the traditional in-person EMS Paramedic Refresher class is non-existent. This online platform will allow us to obtain the required training hours for our Paramedic license by the deadline of March 31, 2021. This training program will also increase the department's ability to gain cutting edge processes and procedures that are often not readily available to us.

The cost per staff member will be \$111.72, for a total cost of the system of \$2,793.



NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Ashland Police Department
601 Main St W
Ashland Wisconsin 54806
United States

1/1/2021 to 12/31/2021



Quote ID
Q-92546

Valid Until
Friday, February 5, 2021

Contact Name
Aaron Shiber-Knowles

TargetSolutions Learning, LLC Agreement/Schedule A

Date: Wednesday, January 6, 2021

Client Information

Client Name: City of Ashland Fire Department (WI)	
Address: 215 6th Street East Ashland, WI 54806	
Primary Contact Name: David Wegener	Primary Contact Phone: 715-682-7052

Agreement Term

Effective Date: 02/01/2021	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Stuart Matthias			
Billing Address: 215 6th Street East Ashland, Wisconsin 54806		Billing Phone: (715) 682-7052	
Billing Email: smatthias@coawi.org	PO#: N/A	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product	Description	Qty	Price	Sub Total
TargetSolutions Premier Membership Platform	Online training management platform for public entities and professionals	22	\$109.00	\$2,398.00
Maintenance Fee	Annual maintenance of the TargetSolutions Training platform.	1	\$395.00	\$395.00

Grand Total: **\$2,793.00**

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

- 1.1. **Access and Use.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. **Availability.** TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.
- 1.4. **Upgrades and Updates.** TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. Client's Obligations.

- 2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.
- 2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.
- 2.4. **Additional Service Specific Client Obligations.** The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":
 - (a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.
 - (b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

3. Fees and Payments.

- 3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.
- 3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.
- 3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

- 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- 4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

City of Ashland Fire Department (WI)
215 6th Street East
Ashland, WI 54806

By: _____

By: _____

Printed Name: Alex Krill

Printed Name: David Wegener

Title: Director of Account Management

Title: Chief

Date: _____

Date: _____

SUBJECT: Approve the Agreement by and between the City of Ashland and Town of White River for Emergency Medical Services (*Fire Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: City Attorney
Administration
Fire Chief

EXHIBITS: 1. Agreement by and between the City of Ashland and Town of White River for Emergency Medical Services

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Ashland Fire Department has agreed to provide Paramedic level Emergency Medical Services (EMS) to the Town of White River. The agreement is similar to that we have with the Town of Sanborn to provide EMS coverage. This agreement has been reviewed by the City Attorney and the City Administrator, and is for ten years as with the other townships.

The Great Divide Ambulance had been providing ambulance/EMS services for the Town of White River for several years and has recently cancelled their contract ending on 12/31/2020. The Town of White River approached the Ashland Fire Department to contract for EMS services only. The Ashland Fire Department had provided EMS services to the Town of White River in the past, leaving at the end of their prior contract.

This ten year agreement includes wilderness EMS rescue services that require the use of our snowmobile/ATV and rescue sled. No other rescue or fire services are included in this contract.

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF WHITE RIVER
FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of White River, Ashland County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2021.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 This Contract will include EMS and Wilderness Rescue Services (Rescues requiring ATV and/or Snowmobile and rescue sled to access a patient for EMS services) only. This does not include any type of extrication or additional rescue services.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT (Emergency Medical Technician) Basic up to Paramedic level services.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for emergency medical services in accordance with the terms of this Agreement; and
- b. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5
TERM, RENEWAL, & TERMINATION

5.1 Term. The term of this Agreement shall be for a period of seven (10) years commencing at 12:01 a.m. on January 1, 2021 and terminating at midnight on December 31, 2031

5.2 Renewal. This Agreement shall automatically renew for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date. Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement before the initial concluding date (December 31, 2026), the Town shall pay the City the sum of \$10,000 per year for each remaining year of the initial Agreement period. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after December 31, 2031.

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Emergency Medical Services Charges. The annual charges to be paid by the Town for emergency medical services are as follows:

- a. 2021 Contract Year - \$ 74,777
- b. 2022 Contract Year - \$ 75,899
- c. 2023 Contract Year - \$ 77,037
- d. 2024 Contract Year - \$ 78,193
- e. 2025 Contract Year - \$ 79,366
- f. 2026 Contract Year - \$ 80,556
- g. 2027 Contract Year - \$ 81,764
- h. 2028 Contract Year - \$ 82,990
- i. 2029 Contract Year - \$ 84,235
- j. 2030 Contract Year - \$ 85,499
- k. 2031 Contract Year - \$ 86,781

6.2 Annual Payments to the City. All payments owed the City by the Town for emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town

residents using the emergency medical service shall receive an invoice for services rendered by the City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle extrication, silo extrication, search and rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 - 1. Are not configured to a proper width to permit passage by emergency vehicles;
 - 2. Do not have necessary clearances for passage of emergency vehicles;
 - 3. Do not have supporting structures such as bridges or culverts of satisfactory strength to support passage of emergency vehicles;
 - 4. Are not provided with turnarounds; or,

5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. Ten (10) complete and accurate lists showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect on any of the terms,

covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF WHITE RIVER has caused this agreement to be signed by _____; it's Chairman and attested to by _____, its Town Clerk, this _____ day of _____, 2021.

Chairman

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be signed by Debra S. Lewis, its Mayor and attested to by Denise Oliphant, its City Clerk, and Barbara Clement, its comptroller, this _____ day of _____, 2021

Debra S. Lewis
Mayor

Denise Oliphant
City Clerk

AS TO FORM:

Barbara Clement
Comptroller

Tyler W. Wickman
City Attorney