FOR THE SAFETY FOR OUR CITIZENS AND STAFF, THE CITY OF ASHLAND CONTINUES TO CONDUCT THEIR MEETINGS VIRTUALLY

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ASHLAND CITY COUNCIL MEETING
Tuesday, March 9, 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. **February 9, 2021 City Council and Committee of the Whole Meeting Minutes**
   B. **February 23, 2021 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 the Parks and Recreation Department to Submit a USTA Midwest Tennis Support Grant Application** *(Parks and Recreation)*
   B. **Approve to the Proposed Proclamation to Celebrate Arbor Day, and Submit a Tree City USA Application for the City of Ashland** *(Parks and Recreation)*
   C. **Miscellaneous Meeting Minutes**

7. NEW BUSINESS

A. **Approve to Enter into a Memorandum of Understanding (MOU) with the Mary Griggs Burke Center for Fresh Water Innovation** *(Parks and Recreation)* Voice

B. **Approve to Allow Ashland Little League to Construct a Bull Pen at Martino Field in Central Railyard Park in Memorial of Pat Onderak** *(Parks and Recreation)* Voice

C. **Approve to Adopt the Amended Housing Strategic Plan** *(Planning)* Voice

D. **Approve Memorandum of Understanding (MOU) with Xcel Energy for Participation in the Partners in Energy Program** *(Planning)* Voice

E. **Approve to Waive the Provisions of Chapter 194.04, Ashland City Ordinances and Approve the Audit Contract with Baker Tilly US, LLP Including Preparation of the Annual PSC Report for the Water Utility** *(Finance)* Roll

F. **Approve to Award the Contract for the 2021 Crushed Aggregate Purchase to Mika Construction** (*Public Works)* Roll

G. **Approve the Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction Projects** *(Public Works)* Voice

8. ADJOURNMENT

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ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, February 9, 2021 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, February 9, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m.

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

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

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

ABSENT: None.

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Megan McBride , Parks Director Sara Hudson, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **January 26, 2021 City Council and Committee of the Whole Meeting Minutes**

Pufall moved, seconded by Franek to approve the minutes. The motion passed unanimously by voice vote.

4. **CITIZEN PARTICIPATION PERIOD**

There were no Citizens present wishing to address the Council.

5. **MAYOR'S REPORT**

A. **Announcements**

Lewis announced she plans to attend a mediation meeting via Zoom on Wednesday, February 10, 2021 regarding the Rodriguez case. To update Council, all members of the policing and homelessness task forces have been confirmed to fill both groups. Lewis recently attended a League of Wisconsin Municipalities meeting regarding the Economic Impact of the COVID pandemic, and shared the optimism that COVID cases are on the decline locally as well as the undergoing vaccine distribution.

B. **Appointments**

The Mayor requests approval of the following appointments:
Main Street Board: Danny Simpson, Downtown Resident and Sara Beadle, Downtown Business Representative, both Terms ending July 28, 2022.
Municipal Board of Absentee Ballot Canvass: Cheryl Tviet, Heidi Knoke, and Sara Beadle, all terms ending January 1, 2023.
Beautification Council: Elaine Peterson, re-appointment, term ending February 15, 2024.
Haas moved, seconded by Whitebird to approve. The motion passed unanimously by voice vote.

6. **CONSENT AGENDA**

A. **Miscellaneous Meeting Minutes**

B. **Approve an Ordinance to Amend Chapter 705, Ashland City Ordinances, Water Utility Rules, Rates, and Regulations** *(Public Works)*

C. **Approve to Accept a Grant from the Wisconsin Department of Natural Resources and Enter into an Agreement for Urban Wildlife Damage Abatement and Control Project** *(Parks & Recreation)*

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

7. **OLD BUSINESS**

A. **Approve to Appropriate $10,000 of General Fund - Fund Balance for a Police Department Operations and Analysis Study** *(Administration)* Roll

Ortman moved, seconded by Haas to approve . George moved, seconded by Franek to postpone the item to the next Council meeting. After further discussion, George rescinded the motion to postpone; Franek agreed. The motion to approve passed unanimously by roll call vote.

8. NEW BUSINESS

A. Approve a Resolution to Temporarily Suspend the Provisions of Ashland City Ordinance Chapter 922.40(g) Alcoholic Beverage Regulation, Failure to do Business for the 2020-2021 Licensing Year *(Clerk)* Roll

Pufall moved, seconded by Ortman to approve . The motion passed unanimously by roll call vote. **File #17613**

B. Approve a Resolution to Name the Park Lands at the Northern End of 9th Avenue East Duane Carpenter Courtyard *(Parks & Recreation)* Roll

Pufall moved, seconded by Franek to approve . The motion passed unanimously by roll call vote. **File #17615**

C. Approve a Resolution to Accept the Workmanship of Next Energy Solution, Inc, and Approve Final Payment for the 2020 Police Station Solar System Project *(Planning)* Roll

Pufall moved, seconded by Haas to approve the workmanship and payment of $49,250 to Next Energy Solutions, Inc. The motion passed unanimously by roll call vote. **File #17614**

D. Approve an Ordinance to Amend Chapter 463.16(g)(1), Policies and Procedures for Parks, Facilities, and Recreation Areas, Ashland City Ordinances *(Parks & Recreation)* Roll

Moore moved, seconded by Haas to approve including an amendment to add "per calendar year" to the end of the sentence of the paragraph. The motion passed unanimously by roll call vote.

E. Approve Request for Proposals (RFP) to Retain a Strategic Planner for the City of Ashland *(Administrator)* Voice

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

9. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **February 9, 2021** 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, February 9, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 7:40 p.m. via GoTo Meetings.

   PRESENT: Holly George, Matt Mac Kenzie, Sarah Jackson, Kate Ullman, Ana Tochterman, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore.

   ABSENT: None.

   ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Megan McBride, Intern Planning Assistant Jaclynn Findlay, Parks Director Sara Hudson, and other concerned citizens.

2. Council President's Report

   Haas commented that discussion regarding the police study would continue at the next (February 23, 2021) Committee of the Whole meeting.

3. Administrator's Report

   Kucera reported that the police department facility is ahead of schedule according to the construction consultant, and may possibly be complete in June 2021, two months before completion is scheduled. The State of Wisconsin is seeing a downward trend in COVID infection cases, although one case of the UK strain of the COVID variant has been identified in the State.

4. Approval of Agenda

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

5. Discussion Items

   A. **Presentation and Discussion Regarding the Planning and Development Department Downtown Resident Survey Results and Downtown Goals**

(Planning Director)

Planning Director Megan McBride introduced and provided a Power Point to show and discuss the results of the 2020 Downtown Resident Survey, and Planning Intern Jaclynn Findlay presented the Main Street Program Goals.

B. **Presentation and Discussion on Condition of Water Distribution System** *(Public Works)*

Public Works Director John Butler introduced Public Works Intern Shelly Ray to discuss the Power Point presentation.

C. **Discussion and Possible Action on Sidewalk Placement for the 2021 Waterfront Access Road Construction Project** *(Public Works)*

Public Works Director John Butler began the conversation with an explanation of why this item was coming before Council. George moved, seconded by Moore to approve to construct sidewalks on both sides of the streets during the St. Claire Street Reconstruction Project only. This motion carried 9-2 by voice vote; opposed were Pufall and Franek.

6. Adjournment

George moved, seconded by Ortman to adjourn, and was approved by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, February 23, 2021 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, February 23, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m.

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

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

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

ABSENT: None.

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Megan McBride, Retiring Fire Chief Dave Wegener, Interim Fire Chief Stuart Matthias, Public Works Administrative Manager Sharon Campbell, Police Chief Willis Hagstrom, and other concerned citizens.

Franek requested to dedicate the Moment of Silence to Rachel Deragon, and Ortman asked to dedicate the Moment of Silence to Joseph Rose who recently passed.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. February 9, 2021 City Council and Committee of the Whole Meeting Minutes

These minutes were not available for approval and will be brought to Council on March 9, 2021.

4. CITIZEN PARTICIPATION PERIOD

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

Elise Kehle, 218 MacArthur Avenue, has been working together with Parker Sterling regarding area homeless and asked for information regarding EMS responses to those who are homeless. She also noted that there has been review of available buildings as shelters.
Ruth Ritter Wilson, 115 8th Street East, offered a recommendation and reasons for the City to not get involved in sheltering homeless beyond a custodian or humanitarian position unless the City is willing to address the causes or reasons for people to become homeless.

5. MAYOR'S REPORT

A. Recognition of the Retirement of Ashland Fire Chief David Wegener

The Mayor offered her thanks and appreciation to retiring Fire Chief Dave Wegener for his many years of service. She also introduced Captain Stuart Matthias as Interim Chief as appointed by the Police and Fire Commission.

B. Announcements

The Mayor had no announcements at this time.

6. NEW BUSINESS

A. Approve a Professional Construction Engineering Services Proposal Submitted by Cedar Corporation for the 2021 Waterfront Access Road Reconstruction Project *(Public Works)* Roll

Moore moved, seconded by George to approve the Cedar Corporation proposal for the amount of $107,500. The motion passed unanimously by roll call vote.

B. Approval to Accept the Bid from MTI Distributing, Inc. for the Purchase of Two Toro Groundmaster 3200 Mowers *(Public Works)* Roll

Franek moved, seconded by Pufall to approve the purchase from MTI Distributing, Inc. for the amount of $37,213.70. The motion passed unanimously by roll call vote.

C. Approve a Resolution to Accept the Workmanship of Hydro Clean, LLC, and Approve Final Payment for the 2020 Sewer Cleaning and Televising Project *(Public Works)* Roll

Pufall moved, seconded by Whitebird to approve the resolution and final payment to Hydro Klean, LLC for the amount of $7,200. The motion passed unanimously by roll call vote. **FILE #17616**

7. CLOSED SESSION

A. Enter into Closed Session (Roll)

Haas moved, seconded by George to enter into Closed Session, and allow Attorney Tyler Wickman, Attorney Mike Nemo, and Police Chief Bill Hagstrom to remain during Closed Session. The motion passed unanimously by roll call vote.

B. CLOSED SESSION Pursuant to WI Stat. 19.85 (1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (Rodriguez Claim) *(Mayor)*

C. Return to Open Session *(Voice)*

Haas moved, seconded by Moore to return to Open Session. The motion passed unanimously by voice vote.

They Mayor reported on action taken during Closed Session. The Settlement Agreement proposed to Council was approved 9-1-1; MacKenzie opposed, Franek abstained.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **February 23, 2021** 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, February 23, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 7:10 PM via GoTo Meetings.

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

   ABSENT: None.

   ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Megan McBride, Public Works Administrative Manager Sharon Campbell, and other concerned citizens.

2. Council President's Report

   Council President Haas thanked Council for the productive conversation and discussion over the recent difficult issues brought to them. He also noted that he is asking Council to concentrate discussion of Item 6D to the questions presented.

3. Administrator's Report

   City Administrator Brant Kucera noted that COVID cases have been slowing across the state recently. He also reported that the police facility continues to be ahead of the construction schedule at approximately 75% complete.

4. Approval of Agenda

   Whitebird moved, seconded by Jackson to approve the agenda, and passed unanimously by voice vote.

5. Committee Updates

   Harbor Commission: Pufall - no report

Plan Commission: MacKenzie - recently discussed use of the Timeless Timber property
Police & Fire: Lewis - recently appointed Cpt. Stuart Matthias as Interim Fire Chief; determined to use McGrath for an open search for a new Fire Chief
Library Board: Jackson - no report
Housing Authority: Franek -discussed inspections and repairs needed at various facilities
Housing Committee: Tochterman - discussed Timeless Timber property regarding the residential plans and strategic planning amendments
Parks and Rec Committee: Haas -addressed the dedication request for the park area near the boathouses, discussed the tree plan
Public Works Committee: Moore - planned the public meeting regarding the Chapple Avenue project
Sustainability Committee: Ullman - plan to discuss the City's Green Tier Legacy status, Earth Day coming, and native planting
Historic Preservation Committee: Franek - no report
Disabled Parking Committee: Whitebird - no report
Source Water Protection Committee: Ortman - no report

6. Discussion Items

A. **Discussion Regarding Local and Statutory Requirements for Procurement for City Projects *(Public Works Director)***

Public Works Director John Butler gave a Power Point presentation and held discussion along with City Attorney Tyler Wickman and Public Works Administrative Manager Sharon Campbell.

B. **Presentation, Discussion and Possible Action Regarding Public Input Received for the Timeless Timber Residential and Commercial Development Proposals *(Planning Department)***

Planning and Development Director Megan McBride reviewed plans for the Timeless Timber property and invited recommendations and direction from Council as to negotiations with the developers.

Due to time constraints, the remaining agenda items were not addressed and moved to the March 9, 2021 agenda.

7. Adjournment

Whitebird moved, seconded by Moore to adjourn, and was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: **Appointments**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

1. B Strauss Volunteer Form - redacted
2. K Westlund Volunteer Form - redacted

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:

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

SUMMARY STATEMENT:

The Mayor is respectfully requesting Council approval of the following Appointments:

<u>Beautification Council</u>

Beth Allison-Straus, replacing Penny Rutnya, Term expires: February 15, 2024

<u>Parks and Recreation Committee</u>

Kelly Westlund, replacing Nancy Sztyndor, Term expires: April 30, 2022

Find yourself next to the water.

ASHLAND

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

OFFER TO VOLUNTEER FORM

I would like to be considered a nominee for the following committee or committees:

Ashland Beautification Council

Write a brief statement of education and training:

BS in Medical Technology from UW-EC 1978; Associate Degree - WITC Acct. 2000

Gardening - lifelong

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

I've lived in Ashland since 1997 and now after raising three daughters and being almost fully retired (back for Tax season!) I'm easing back into volunteering. I like to garden, being outside + being active. Always love the real flower baskets downtown + other beauty spots so thought I'd start here.

Individual references/referred by (please include phone #):

Jeanne Spruell

Mary Zinnecker

Contact information: Beth Allison-Strauss

Name (Please print) Phone #

721 MacArthur Ave

Address

1-30-2021

Email Date

OFFER TO VOLUNTEER FORM

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

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

any

Brief statement of education and training:

BA - Conflict Resolution, Northland College
Former Ward 11 representative

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

Former city council member, served on RLF, DPEAC, Public Works, and economic development committees. Active in politics & interested in making a positive contribution to Ashland.

Individual References or Referred by (include phone #):

David Eades 715-209-1672
Jackie Moore 218-409-2869

Contact Information: Kelly Westlund
Name (Print) Phone Number

501 11th Ave East
Address

Email: Date 6/30/15

(Clerk2014 Directory: Offer to Volunteer Form)

SUBJECT: **Approve the Parks and Recreation Department to Submit a USTA Midwest Tennis Support Grant Application *(Parks and Recreation)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Approved by the Parks and Recreation Committee, February 24, 2021

EXHIBITS:
1. USTA Midwest Grant Application Brochure

EXPENDITURES REQUIRED: $0

AMOUNT BUDGETED: $0

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

SUMMARY STATEMENT:

The Parks and Recreation Department is seeking approval to submit a USTA Midwest Tennis Support Grant application. This grant opportunity is "to strengthen and maximize marketing initiatives and support new programming …that will help achieve the collective goals of growing the game".

If awarded the funds will be used to replace old equipment (balls and racquets), purchase incentives for program participants, training for coaches, and keep the cost of the tennis program at a reasonable rate for participants.

Grant recipients can receive up to $1000 per request and there is no match required.

USTA MIDWEST

MONEY & SUPPORT
to grow tennis

The USTA wants to help you create new experiences and reimagine current offerings to grow tennis in the Midwest. We're looking for unique programs and events that will be inclusive for new and current players.

APPLYING IS EASY!

COMPLETE THE GRANT APPLICATION

Visit http://bit.ly/tennisgrant to complete the application at least eight weeks ahead of your program or event.

Make sure to review the requirements (e.g., must house registration on a USTA platform).

WE'LL REVIEW & FOLLOW UP

Our team will review your submission and follow up to discuss next steps and support.

You plan and execute the event, and we'll help support it!

WHAT'S AVAILABLE:

- Grant Money & Gift Cards
- On-Court Training
- Equipment
- Marketing & Advertising

APPLY TODAY:
http://bit.ly/tennisgrant

Maximum amounts granted: $250 for a single event and $500 for a series or program. Each provider can receive a maximum amount of $1,000 from this grant. Initial program needs to be run before additional requests are submitted.

QUESTIONS?

Contact your Tennis Service Representative with any questions.
Not sure who to contact? Visit www.usta.com/midwest/directory.

SUBJECT: Approve to the Proposed Proclamation to Celebrate Arbor Day, and Submit a Tree City USA Application for the City of Ashland *(Parks and Recreation)*

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration
Parks and Recreation Committee

EXHIBITS:
1. Proposed Proclamation
2. Tree City USA Application

EXPENDITURES REQUIRED:
$ 20.00 Advertisement
$100.00 Tree
$500.00 Staff Time
$620.00 Total

AMOUNT BUDGETED: $23,048.50 DNR Urban Forestry Grant

APPROPRIATION REQUIRED:

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 Urban Forestry Plan.

SUMMARY STATEMENT:

The City has been awarded a Wisconsin Department of Natural Resources (WDNR) Urban Forestry Grant to assist in creating an Arbor Day Celebration. Arbor Day is celebrated yearly on April 30. This celebration, with the attached proposed proclamation, is the last standard the City needs to meet to become and be recognized as a Tree City USA. The City of Ashland has not been recognized as a Tree City USA since 2013.

The Parks and Recreation Director will work with Parks and Recreation Committee (the acting Tree Board), Northland College and community members to plan an Arbor Day Celebration on April 24, 2021 the same day the City is planning an Earth Day Event.

Celebrate Arbor Day

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, ______________________________________, Mayor of the City of ______________________________________, do hereby proclaim ______________________________________ as

Arbor Day

In the City of _________________________________, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _________________________day of _________________________

Mayor ____

TREE CITY USA® APPLICATION

Select one: ☐ *First Time Applicant* *OR* ☐ *Recertification*

TREE CITY USA

TREE CITY USA status is awarded for work completed by the community during the calendar year. Please contact your State Urban Forestry Coordinator for your state's deadline, mailing address and any additional information required by your state. The common deadline is December 31 but can vary by state. Completed applications with attachments can be mailed to your State Urban Forestry Coordinator. To apply online and for additional information, please visit **portal.arborday.org**.

Community Information

Community Name (as it should appear on recognition materials) ______________________

Community Website ______________________

Mayor or Equivalent

First Name ______________ Last Name ______________

Professional Title ______________________

Address ______________________

City ______________ State ________ Zip Code ________

Email Address ______________________

Phone Number (ex. 402-473-9553) ______________ Fax Number ______________

City Forestry Contact: Person who is responsible for completing and answering questions about this application.

First Name ______________ Last Name ______________

Professional Title ______________________

Address ______________________

City ______________ State ________ Zip Code ________

Email Address ______________________

Phone Number (ex. 402-473-9553) ______________ Fax Number ______________

Standard ❶: Tree Board or Department

Frequency of Tree Board Meetings: ☐ Weekly ☐ Bi weekly ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

Chairperson: If your city or town has a Tree Board, list your chairperson or head board member. If your city or town doesn't have a Tree Board, list your city department or manager.

First Name ______________ Last Name ______________

Professional Title ______________________

Address ______________________

City ______________ State ________ Zip Code ________

Email Address ______________________

Phone Number (ex. 402-473-9553) ______________ Fax Number ______________

Other Tree Board Members or Staff

First Name ______________ Last Name ______________

First Name ______________ Last Name ______________

First Name ______________ Last Name ______________

First Name ______________ Last Name ______________

If additional Tree Board members are needed, please attach.

OVER

Standard ❷: A Community Tree Ordinance

Date Current Tree Ordinance was established ______

NEW Applicants (required): ❏ Current ordinance is attached.

RECERTIFICATIONS: ❏ Our ordinance as last submitted is unchanged and still in effect.
❏ Our ordinance has been changed. The new version is attached.

Standard ❸: A Community Forestry Program with an Annual Budget of at Least $2 per capita

To review program standards and application resources, visit **arborday.org/treecity**.

Community Population ______

Tree Planting and Initial Care .... $ ______

Tree Maintenance .... $ ______

Tree Removals .... $ ______

Management .... $ ______

Utility Line Clearance .... $ ______

Volunteer Time .... $ ______

Other (please explain) ______ $ ______

Total Community Forestry Expenditures .... $ ______

Please attach Annual Work plan (if required by your state) and supporting budget documents.

Trees Planted ______ Trees Pruned ______ Trees Removed ______

Standard ❹: Arbor Day Observance and Proclamation

Date of observation ______

Please attach program of activities, photos, and/or news coverage. Attach Arbor Day Proclamation.

______

Mayor or Equivalent Signature **Title** **Date**

Application Certification To Be Completed By The State Forester:

Community: ______

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained therein, said community is eligible to be certified as a Tree City USA community, having in my opinion met the four standards required for recognition.

______

State Forester Signature **Title** **Date**

Mail completed application with requested attachments to your state forester no later than December 31 (unless your state has instituted a different deadline.)

Lloyd Orensten called the Airport Commission meeting to order via GoToMeeting at 4:30 p.m., December 17, 2020.

AGENDA ITEM 1: Roll Call

Present: Lloyd Orensten (Commissioner Chair), Tom Bouchard, John Coffey, Rick Korpela, Richard Huber
Absent: None
Excused: None
Also Present: John Sill (Interim Airport Manager)

AGENDA ITEM 2: APPROVAL OF MINUTES (October 22, 2020)

A motion was made by Bouchard, seconded by Korpela, to approve the October 22, 2020 meeting minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD
None.

AGENDA ITEM 4: COMMISSION ITEMS

- **Deer**
  Sil noted an increase in deer on the property and contacted the DNR for a hunting permit. The DNR required abatement before issuing a tag. Abatement of the deer was attempted twice but was unsuccessful.

- **NextGen Project**
  The project is postponed until 2021 due to COVID-19.

AGENDA ITEM 5: Manager's Report
The snow plow is getting repaired. The issue is presumed to be a bad head gasket. It should be back in service by end of December 2020. CARES funding can be used to pay the repair cost.

Bill Moore should be back to work before mid-January.

Ashland Police Department will be training their K9 unit at the property.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Sill. The total amount of the bills came to $8,974.46.

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

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held February 25th, 2021 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 - Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Wednesday, January 13, 2021 at 8:00 a.m. via GoTo Meetings**.

Committee Members Present: Sam Ray, Ana Tochterman, Elizabeth Franek, Kathy Beeksma, Kaas Baichtal, and Megan McBride

Committee Members Absent: Eric Lindell

Staff Present: Chris Luebben, Mayor Lewis

Citizens Present: Millie Rounsville

Mayor Lewis opened the meeting at 8:00 a.m.

Agenda

1) Consent Agenda

Motion to approve the agenda by Elizabeth Franek. Seconded by Kaas Baichtal. Passed unanimously.

2) a.) Approve minutes from the December 9, 2020 Housing Committee meeting

Motion to approve minutes from December 9, 2020 Housing Committee meeting. Motion made by Sam Ray, seconded by Kaas Baichtal. Passed unanimously.

3) Citizen Comments

None.

4) Old business

a) Updates on progress with CDBG, HIP, and property maintenance

Megan McBride noted that there were 11 new CDBG Housing loan applications and one down payment assistance project in 2020.

Megan McBride updated the committee that she will be submitting an application to the Chequamegon Food Co-op to have HIP be one of their Round Up partners for a month later in 2021. If selected, this is anticipated to raise between $800- 1,200 to support future HIP projects.

Chris Luebben reported that there are currently 32 active HIP applications. She will continue to work to identify contractors to ensure projects will move forward in the spring.

b) Review and revision of City Housing Plan: Part 2 (Need: Increase Affordability and Expand Affordable Housing Units for All Income Groups)

Megan McBride moved several completed items to the "Completed" section of the Strategic Plan document. Based on the City's 2020 acceptance into the Wisconsin Main Street Program, McBride recommended adding the following two (2) action items to the plan:

1. Complete a downtown housing study with Wisconsin Economic Development Corp. as one of the City's free technical assistance projects.
2. Explore potential funding sources for a Downtown Building Improvement RLF or Grant Program to support build out of new residential units in downtown projects.

Kaas Baichtal noted that construction of new downtown housing can be cost prohibitive to bring historic buildings up to code and meet accessibility requirements.

Ana Tochterman commented that there are other benefits to rehabilitating downtown buildings for housing, including historic preservation as well as the vibrancy and economic vitality that additional downtown density brings.

Discussion of *E. 3. Hold public listening sessions to gauge housing interest and needs of various populations.* Millie Rounsville, Director of Northwest Wisconsin Community Service Agency, commented that community education is needed and could be incorporated through this process as well.

Millie Rounsville commented that CARES money can be used for renovation. She explained that she has been speaking with the owner of a private residence which was damaged by fire this past winter. This is a small single-family home, and NWCSA would potentially like to convert it into a warming shelter. She will work with the Planning & Development Director to discuss the zoning to see if this would be feasible. If so, she emphasized that COVID-19 precautions and planning will be especially important for any future use.

Mayor Deb Lewis noted that the topic of warming shelters and other needs to address homelessness is an important community concern which the Housing Committee simply does not have the capacity to adequately address given the many other housing needs which also need attention. She will be proposing the creation of a Task Force to address homelessness at the upcoming City Council meeting, and updates about Task Force activities will be provided to the Housing Committee. She will also likely reach out to one or more Housing Committee member(s) to serve on this Task Force.

Housing Committee members were very supportive of starting a Task Force to address homelessness in Ashland.

5) New business

a) Discussion of potential Unified Development Ordinance amendments related to transitional/emergency housing in light industrial zoning districts

Megan McBride told the committee that she met with Rich Larson and Carla Ward, representatives of Crossroads Outreach Human Services, at the end of 2020 to discuss their hopes for their existing building at 3600 Ellis Avenue. The building currently consists of light manufacturing space, which works with their rehabilitation program to provide skills training and interim employment for participants. They would like to add a residential component to their building, to better support people first entering their program who would be able to both live and work in this supportive environment.

Mayor Lewis asked what the building is currently zoned, and what changes would be needed to facilitate this use.

Megan McBride stated that the property is zoned Light Industrial (LI), and the best way to allow this mix of uses would likely be through a text amendment to the City's Unified Development Ordinance to allow for emergency residential facilities in industrial districts. Another notable property which would be impacted by this would be the former New Day Shelter building, which currently is a nonconforming use and therefore could not be used as an emergency residential facility if the use were to lapse for more than twelve (12) months.

Sam Ray agreed that finding emergency residential units is very difficult in Ashland, so she would support exploring zoning changes to expand these options.

The committee supported McBride taking action to work with Center on WI Strategies staff to explore the health implications of allowing emergency residential facilities in industrial districts as part of the City's Health in All Policies project.

6) Announcements

a) Updates on Healthy Neighborhoods project and partnership with Northland College

Megan McBride updated the committee that she is working with professor Nicole Foster in the Sustainable Community Development department at Northland College to develop a pilot Healthy Neighborhoods project. The details are still being worked out, but the project will identify one neighborhood to engage around interests, neighborhood assets, and initiatives which could improve quality of life for residents. McBride will provide additional updates about this project as details are identified.

7) Adjournment

Next meeting scheduled for February 10, 2021 at 8:00 am.

Motion to adjourn made by Sam Ray, seconded by Kaas Baichtal. Passed unanimously.

Meeting was adjourned at 9:22 am. Minutes by Chris Luebben and Megan McBride.

Historic Preservation Commission (HPC)
December 21, 2020
Meeting Minutes

Present: Stephen G. Schraufnagel, Allan Smiles, Lucas Phillips, Megan McBride, Elizabeth Madsen-Genszler and Elizabeth Franek

Absent: Joan Haukaas, Magge Ericson and Jeff Muse

Called to Order: 5:00 P.M. Adjourned 5:55 P.M.
Location: GoToMeeting / Online Meeting

Minutes: A motion to approve the October 19, 2020 meeting minutes was made by Elizabeth Franek and seconded by Allan Smiles. **Motion carried**.

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

Old Business

Lucas Phillips gave us a detailed update on the Main Street Program.

The new contact with the Wisconsin Historical Society is Jason Tish.

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: The Commission reviewed plans for a new addition on the rear side of 1016 Chapple Avenue. This property is owned by Aistis J. Tumas. A motion to approve was made by Allan Smiles and seconded by Elizabeth Franek. Motion carried.

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. 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.**

2. Several new businesses will be starting up on Main Street during the upcoming 2021 year.

3. 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.

4. Jason Tish will be reviewing the DRAFT copy of the Demolition/Recycling Ordinance. Megan will then bring it back to the HPC Commission for review at our March meeting.

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

    a. The property at 509-515 Main Street West (D'Anna Zakovec, Owner)
    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.
g. City of Ashland Housing Authority (Bay Tower)

Set Future Meeting Dates: The next HPC meeting is set for March 1, 2021 @ 5:00 P.M. (GoToMeeting). The upcoming meeting dates are as follows:

June 7, 2021 @ 5:00 P.M., in the Council Chambers
September 20, 2021 @ 5:00 P.M., in the Council Chambers

A motion to adjourn this meeting was made by Elizabeth Madsen-Genszler at 5:55 P.M. The motion was seconded by Allan Smiles. **Motion carried.**

Respectfully submitted,

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

SUBJECT: **Approve to Enter into a Memorandum of Understanding (MOU) with the Mary Griggs Burke Center for Fresh Water Innovation *(Parks and Recreation)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Attorney
Mayor
City Administrator

EXHIBITS:

1. Wisconsin Coastal Management Program 2021-22 Grant Program Grant Application

EXPENDITURES REQUIRED: up to $5,000.00

AMOUNT BUDGETED: $5,000.00 2021 Approved CIP Fund 481

APPROPRIATION REQUIRED: $5,000.00 2021 Approved CIP Fund 481

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The City is seeking approve to enter into a Memorandum of Understanding (MOU) with the Mary Griggs Burke Center for Fresh Water Innovation at Northland College for work in relation to a 2021 Wisconsin Coastal Management Program grant proposal by the aforementioned that has been recommended for funding.

The purpose of the project is to leverage results from past research funded by the Wisconsin Coastal Management Program and the Wisconsin Department of Natural Resources, with the Northland College Burke Center's existing bacteria monitoring at City of Ashland public beaches and new microbial source tracking capacity available at Northland College to identify potential sources of bacterial contamination at City of Ashland public beaches and assist in identifying and prioritizing solutions to reduce public health hazards.

The project will focus on analyzing for DNA markers of contamination such as human, avian, canine and ruminant at four City of Ashland public beaches and from storm water outfalls in the vicinity of these beaches during summer 2021.

WISCONSIN COASTAL MANAGEMENT PROGRAM

2021-22 Grant Program
Grant Application

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration X Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☐ Public Access and Historic Preservation
2. Project Title (max. 15 words): Microbial Source Tracking to Improve Beach Health in the City of Ashland	
3. Organization applying: Northland College, Mary Griggs Burke Center for Freshwater Innovation	**5. Organization nine-digit DUNS Number:** 071764674
4. Contact Person and Address (include full, nine-digit zip code): Matt Hudson Burke Center, Northland College 1411 Ellis Ave., Ashland, WI 54806 **Phone: 715-682-1481** **Email: mhudson@northland.edu**	**6. Primary County where project is located: Ashland** **7. Other Counties where project is located: N/A** **8. Congressional District #: 7** **9. State Senate District #: 25** **10. State Assembly District #: 74**
11. Total Project Cost: $57,235	
12. WCMP Share: $28,058	**14. WCMP Percent:** %49
13. Applicant Share: $29,177	**15. Applicant Percent:** %51

16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. Consider completing this portion of the application last to summarize your proposal.

a. Project Description:

The purpose of this project is to leverage results from past research funded by the Wisconsin Coastal Management Program (grant# 015.09) and the Wisconsin Department of Natural Resources, with the Northland College Burke Center's existing bacteria monitoring at City of Ashland public beaches (funded via federal BEACH Act) and new microbial source tracking capacity available at Northland College to identify potential sources of bacterial contamination at City of Ashland public beaches and assist in identifying and prioritizing solutions to reduce public health hazards.

The project will focus on analyzing for DNA markers of contamination such as human, avian, canine and ruminant at four City of Ashland public beaches and from stormwater outfalls in the vicinity of these beaches during summer 2021.

b. Project Tasks/Deliverables:

1. *Microbial source tracking at City of Ashland public beaches*. Collect water samples for microbial source tracking along with regular Burke Center public health beach monitoring at four City of Ashland beaches (Maslowski, 6th Ave, Kreher, and Bayview) twice weekly and during/following significant rain events from July 1-September 3, 2021. Depending on results and available funds, sampling may continue into fall 2021. We will target samples with *E. coli* counts greater than 235 Colony Forming Units (CFU)/100mL for microbial source tracking analysis using quantitative polymerase chain reaction (qPCR) to look for DNA markers such as human, avian, canine and ruminant, with a target of analyzing 10 samples at each beach.
2. *Microbial source tracking at City of Ashland stormwater outfalls*. Work with City of Ashland staff to identify up to five stormwater outfalls close to beaches and up to 3 stormwater outfalls that are in areas of potential risk for human health or have no existing stormwater treatment. Collect water samples for *E. coli* and microbial source tracking using the same frequency and approach as the beach sampling.

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

The Burke Center at Northland College has worked with the Wisconsin Department of Natural Resources (WDNR), the City of Ashland, and the Ashland County Health Department to provide sampling, laboratory analysis, and public health advisory information related to bacteria levels at City of Ashland public beaches since 2013. The substrate-based, Colilert-18 method (SM 9223B) is used to quantify the "most probable number" of *E. coli* in water samples from each of the beaches and is compared to State of Wisconsin water quality criteria to determine whether swimming advisories or closures are posted. *E. coli* measured in the samples may not be pathogens themselves, but are known to commonly co-occur with a variety of different pathogens that can cause different forms of gastrointestinal distress; thus, they provide a surrogate measure of potential exposure to wide range of pathogens. While the Colilert-18 method is inexpensive, it does not provide information about the source of bacteria that may be found in water samples, which limits the utility of the information to assist public health officials and resource managers in finding solutions if there are frequent water quality problems at beaches. DNA-based, or microbial source tracking approaches characterize likely biological sources of pathogens by quantifying the occurrence of different "fingerprints" or markers within a water sample that point to a specific pathogen type (e.g., humans, birds, dogs, cows…etc.).

With funding from the WCMP and WDNR, the Burke Center submitted 47 samples in 2016 to the University of Wisconsin-Milwaukee for microbial source tracking analysis, primarily in an effort to understand sources of pathogen contamination to Maslowski Beach (Lehr *et al*. 2017). Maslowski Beach is on the State of Wisconsin's 303(d) impaired waters list for elevated pathogen levels. Samples were collected from a range of potential tributary sources and a stormwater outfall in the vicinity of the Maslowski Beach. Six of the submitted samples were collected from three other public beaches within the City of Ashland. Two of these three beaches (6th Ave and Kreher) had 58% and 71% of *E. coli* samples collected respectively above advisory or closure levels during 2020, indicating there are consistent sources of bacterial contamination at City of Ashland beaches besides Maslowski that are creating elevated risk to public health. Results of the microbial source tracking indicated some potential problem areas that need more detailed follow-up study to determine sources and solutions to improve water quality and public health at these beaches. For instance, a definitive diagnosis of the biological source of *E. coli* at Maslowski Beach was hindered by potential sample interferences and qPCR results from a stormwater outfall near Maslowski Beach gave a strong indication of the presence of human sewage. These issues will be investigated further with the proposed project.

Recently, Dr. Alissa Hulstrand, Assistant Professor of Biology at Northland College, has developed the capacity to conduct microbial source tracking using quantitative polymerase chain reaction (qPCR) assays to assist in identifying DNA markers of human and other sources of contamination such as birds, dogs, and cows. The purpose of this project is to leverage the Burke Center's existing regular *E. coli* monitoring at City of Ashland public beaches and Dr. Hulstrand's DNA microbial source tracking techniques to build and expand on results from the 2016 WCMP and WDNR-funded project to identify potential sources of bacterial contamination at City of Ashland public beaches and assist in identifying and prioritizing solutions to reduce public health hazards.

2. Project Description:

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

a. The purpose of this project is to leverage results from past research funded by the Wisconsin Coastal Management Program (grant# 015.09) and the Wisconsin Department of Natural Resources, with the Northland College Burke Center's existing bacteria monitoring at City of Ashland public beaches (funded via federal BEACH Act) and new microbial source tracking capacity available at Northland College to identify potential sources of bacterial contamination at City of Ashland public beaches and assist in identifying and prioritizing solutions to reduce public health hazards.

The project will focus on analyzing for DNA markers of contamination such as human, avian, canine and ruminant at four City of Ashland public beaches and from stormwater outfalls in the vicinity of these beaches during summer 2021 (Figure 1).

Project Tasks are as follows:

1. *Microbial source tracking at City of Ashland public beaches*. Collect water samples for microbial source tracking along with regular Burke Center public health beach monitoring at four City of Ashland beaches (Maslowski, 6th Ave, Kreher, and Bayview) twice weekly and during/following significant rain events from July 1-September 3, 2021 (Figure 1). Depending on results and available funds, sampling may continue into fall 2021. We will target samples with *E. coli* counts greater than 235 Colony Forming Units (CFU)/100mL for microbial source tracking analysis using quantitative polymerase chain reaction (qPCR) to look for DNA markers such as human, avian, canine and ruminant, with a target of analyzing 10 source tracking samples at each beach.
2. *Microbial source tracking at City of Ashland stormwater outfalls*. Work with City of Ashland staff to identify up to five stormwater outfalls close to beaches and up to 3 stormwater outfalls that are in areas of potential risk for human health or have no existing stormwater treatment (Figure 1). Collect water samples for *E. coli* and microbial source tracking using the same frequency and approach as the beach sampling.

b. This project builds on eight years of collaboration between the Burke Center, City of Ashland, WDNR, and the Ashland County Health Department to protect public health at City of Ashland public beaches. Past efforts have focused on regular pathogen monitoring of beaches to support the public health advisory process and to gather information to understand potential pathogen sources. The current project will expand and build on those efforts to provide data that can support clarifying potential source areas for bacteria contamination, which will support recommendations for appropriate mitigation strategies to reduce bacteria contamination. We are anticipating letters of support for our project from the City of Ashland and the Wisconsin Department of Natural Resources Office of Great Waters.

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

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
b. Describe the extent to which the project permanently addresses the problem or need.
c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

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

a. This project will address the coastal problem of bacterial contamination at City of Ashland public beaches. Maslowski Beach remains on the State of Wisconsin's impaired waters list for bacteria contamination and while the Burke Center's 2016 microbial source tracking study (Lehr, *et al*. 2017) provided some clues as to bacteria sources, it also raised important questions related to sample interferences and that a nearby stormwater outfall could be an important source of bacterial contamination at the beach. The study also included two microbial source tracking samples from each of three other beaches (6th Ave, Kreher, and Bayview) that indicated potential human or avian sources of bacteria at these beaches, but the samples were too limited in number to say anything conclusive. This study is designed to pick up where the 2016 project left off and clarify potential sources of bacteria to these beaches so appropriate mitigation strategies can be recommended.

b. This project provides foundational information about potential sources of bacterial contamination at public beaches. This information is the first step in addressing any source areas that are found or to identify additional sampling efforts that could further clarify sources. For instance, if markers of human bacteria sources are found in a stormwater outfall, further sampling or televising efforts within the network of storm drains leading to that outfall can be directed in an efficient manner to identify the problem and solutions to fix it.

c. Authentic Ashland 2035: A Comprehensive Plan for the City of Ashland outlines six priorities for the City. "Protecting and Connecting the Lake" and "Set[ting] a strong example of sustainability" relate to this project. In 2019, the City of Ashland updated its Waterfront Development Plan. This plans vision (created from public input) is "for a waterfront area that connects Ashlanders to the Lake Superior shoreline both visually and physically, provides opportunities for recreation and a diversity of experiences, and allows the environment and economy in Ashland to thrive. This plan also states that the future of the waterfront needs to be "Safe for recreation on land and in the water". In addition to these local plans, the project helps implement actions in Wisconsin's most recent Lake Superior Action Plan July 2017 — June 2019 related to restoring and protecting coastal health and assists in implementing part of the Great Lakes Restoration Initiative Action Plan III under Focus Area 3: Nonpoint Source Pollution Impacts on Nearshore Health.

d. Results from this project will not directly reduce non-point source pollution, but will assist in understanding source areas that can direct future non-point source pollution mitigation efforts to protect public health at City of Ashland beaches. Results from this project will bolster the ability to protect critical ecosystem services that Chequamegon Bay provides such as clean drinking water and recreational opportunities. Another measurable result will be professional skill development for a Burke Center student researcher who will be employed full-time for the summer to help implement this research.

4. Methodology and Timetable

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

a. Project tasks are as follows:
   Task 1: Purchase laboratory supplies. Completed July 2021.
   Task 2: Collect and analyze water samples for *E. coli* and microbial source tracking at City of Ashland beaches and stormwater outfalls. Completed December 2021.
   Task 3: Presentation of project results and completion of final report. Presentation of results completed by June 30, 2022 and final report by August 2022.

b. Project deliverables are as follows:
   Deliverable 1: A final report describing source tracking results with potential management recommendations, strategies for mitigation (if any issues are found) or future sampling strategies to further clarify source areas. The report will include summaries and interpretation of all analytical data collected from Task 2.
   Deliverable 2: Presentation of results to City of Ashland Source Water Protection Committee, Parks and Recreation Committee or other appropriate City government entity.

c. These results will be of particular importance to the City of Ashland's Management Team and the Source Water Protection Committee and their planning efforts. The project will assist with the creation and update of plans/efforts to understand beach health and provide awareness to the public about beach health, outdoor recreation offerings, and to those who use Chequamegon Bay for cultural purposes. Distribution and communication of the results of the monitoring will occur to City of Ashland officials through the Source Water Protection Committee, Parks and Recreation Committee, or Ashland City Council. The City of Ashland intends to host a public information session in September 2022, place and format TBD, to inform community members of the study's findings.

d. This is not a Public Access project.

5. Project Budget

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

Table 1: Budget (Required)

Activity *(do not change categories)*	**WCMP Request**	**Match**	**Total**
Personnel *(names required, if known)*	$8,640 (720 hrs, 1 research assistant x $12/hr)	$15,670 (350 professional hrs for Hulstrand @ 27.79/hr & 150 hrs for Hudson @ $39.62/hr;	$24,310
Fringe Benefits *(provide rate)*	$734 (.085 FICA and unemployment taxes and worker's comp x $8,640)	$4,701 (.30 in taxes/fringes x $15,670)	$5,435
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	$15,024 laboratory analysis: stormwater outfall bacteria (144 samples @ $21/each) and source tracking (120 samples @ $100/each)	$5,000 City of Ashland, cash, pledged. 2021 Budget approval expected on November 17, 2020	$20,024
Construction			
Other			

Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*	$3,660	$3,806	$7,466
Totals	**$28,058**	**$29,177**	**$57,235**

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

Activity – Contractual Costs	**WCMP Request**	**Match**	**Total**
Personnel	$	$	$
Fringe Benefits *(provide rate)*			
Equipment			
Travel			
Supplies			
Contractual	$15,024.00 laboratory analysis: stormwater outfall bacteria (144 @ $21/each), Colilert-18 method SM 9223B at Burke Center Lab, Northland College and qPCR bacteria source tracking (120 @ $100/each) at Dr. Hulstrand Lab at Northland College		$15,024.00
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$15,024**		**$15,024**

Table 3: Additional budget items (optional)

6. Budget Description

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

a. $11,532 will be contributed to this project from Northland College's Burke Center endowment (secured) in the form of staff salary and benefits ($7,726) and unrecovered indirect costs ($3,806), $12,644 in donated professional staff salary and benefits from Dr. Alissa Hulstrand (secured), and $5,000 in cash from the City of Ashland (committed in draft 2021 City budget pending approval by Ashland City Council expected November 17, 2020) to support sample collection and analysis costs.

b. We believe the WCMP is the most logical fit to fund this project because it has provided past funding (grant# 015.09) that supported preliminary microbial source tracking data for which the current proposal will build upon and expand. The project closely aligns with improving coastal resource use and management and could provide important information to help inform and prioritize future mitigation and infrastructure improvement efforts.

c. The project will leverage federal BEACH Act funds received through WDNR to conduct regular *E. coli* monitoring at City of Ashland beaches from Memorial Day to Labor Day each year since 2013 and a recent WDNR/WCMP project (grant# 015.09) that provided preliminary microbial source tracking data for Maslowski Beach and other City of Ashland beaches and forms the basis for the current proposal. The proposed project will be leveraged against a recent $10 million dollar endowment made at Northland College to establish the Mary Griggs Burke Center for Freshwater Innovation.

d. In 2016, the WCMP provided funding to the City of Ashland (WCMP project 015.09) for preliminary microbial source tracking work focused primarily on Maslowski Beach. The Burke Center partnered with the City to help complete sampling, analysis and reporting (Lehr, et al. 2017) for that project. This project will take the 2016 work and expand it to other City of Ashland public beaches to assist in identifying the source/s of *E.coli* present at the beaches. This information will be used in future planning efforts.

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

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

a. This project is born out of an existing partnership and relationship between the Burke Center and the City of Ashland to provide public health and advisory information at City of Ashland beaches since 2013. The project builds on past research to understand potential sources of bacterial contamination primarily at Maslowski Beach by expanding the research to other beaches and providing the City of Ashland with information to support management decisions to reduce sources of microbial contamination at its beaches. The project also brings the expertise and analytical capabilities of Dr. Alissa Hulstrand to assist with these tasks. Having local capacity to conduct the microbial source tracking work decreases sample analysis costs and increases the number of analyzed samples, thereby increasing the certainty with which management recommendations can be made.

b. A key strength of this project is that it provides information and capacity to improve regional natural resources management through student learning opportunities. The Burke Center's student research program provides future professionals with the real-world experience they need to apply skills learned in the classroom. The students are trained and mentored by Burke Center staff (and Dr. Hulstrand for this project) and the data they produce are used directly to support natural resource management decisions.

c. This project expands the collection important diagnostic information about potential sources of microbial contamination at some of the most frequently visited beaches along Wisconsin's Lake Superior coast. Depending on the success of these efforts, the techniques used by Dr. Hulstrand could be further utilized to support mitigation efforts (if needed) to reduce microbial contamination within the City of Ashland and other regional communities along Lake Superior's coast.

d. This project may not initially engage underrepresented communities, but it will assist in giving voice to those who have limited access to the beaches due to *E.coli* advisories and closures. Public beaches are open to the public regardless of sex, age, ability, nationality, or color of skin. Figuring out the sources of *E.coli* at City of Ashland public beaches will assist in the creation of a solution to mitigate the problem and create change.

8. References:

Lehr, R., M. Hudson, and C. McNerney, 2017. Maslowski Beach Summary Report: Diagnosing Potential *E. Coli* Sources and Management Options. Mary Griggs Burke Center for Freshwater Innovation, Ashland, WI. 20p.

Figure 1. Map of City of Ashland beaches and some potential stormwater outfalls that will be sampled as part of this proposal.

SUBJECT: **Approve to Allow Ashland Little League to Construct a Bull Pen at Martino Field in Central Railyard Park in Memorial of Pat Onderak *(Parks and Recreation)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS:

1. Granger Builders, Inc Proposal for Bullpen
2. Parks and Recreation Committee Meeting Minutes, February 24, 2021

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

SUMMARY STATEMENT:

The Ashland Little League Board of Directors is seeking approval to have Granger Builders, Inc. construct a bull pen at Martino Field in Central Railyard Park. The structure would be in memory of Pat Onderak who recently passed and was a lifelong volunteer of the Ashland Little League. Attached are the plans associated with the bull pen. Ashland Little League would be responsible for the cost of construction and maintenance of the amenity. In baseball, the bullpen is the area where relief pitchers warm-up before entering a game.

The City is working on updating the user agreement with Ashland Little League and the amenity will be added to the agreement.

The Parks and Recreation Committee unanimously approved this proposal at the February 24, 2021 meeting.

Granger
BUILDERS, INC.
A COMPLETE BUILDING SERVICE

65166 Main Street
Marengo WI, 54855
Phone (715) 278-3269
Fax (715) 278-3550
www.grangerbuilders.com

PROPOSAL

Job Name: Ashland Little League

Address: PO Box 42, Ashland, WI 54806

Date: 1/15/21

Phone #:

E-mail:

We hereby submit specifications and estimates for:

Bullpen Fencing – 16' x 60' x 6' High

We will provide and install bullpen fencing for the two Little League fields. 3" end posts and 2 ½" intermediate posts will be installed per manufacturers specifications. Posts will be spaced evenly at approximately 9' on-center. Post depth will be 48" below the ground level. 9-gauge x 6' high, commercial chain link fencing will be fastened to the posts. Tension bands will be placed at the end posts and corner posts. The top rail and rail caps will be installed. The chain link fence will be installed, stretched, and secured to the posts.

Six Thousand, Three Hundred & Seventy-Three Dollars **** $6,373.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practice. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes accidents or delay beyond our control. Owner is to carry fire, tornado and all risk insurance. We are covered by workers comp.

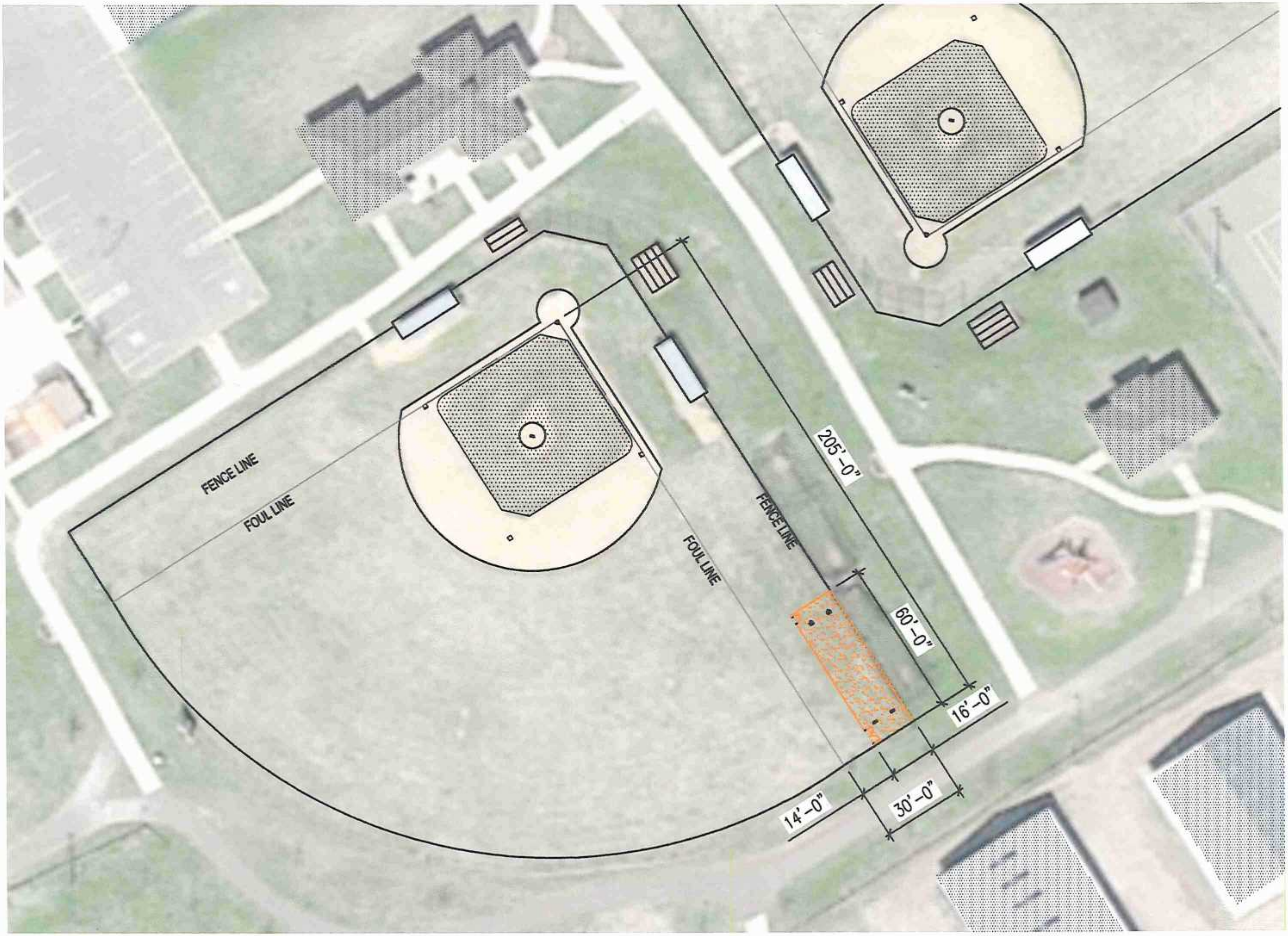
Payment Schedule

10% down payment due upon acceptance/signing of proposal.
Balance upon completion.
Finance charge of 1.5% per month (18% annually) will be added to unpaid balances after 30 days
****Proposal is valid for 30 days****
****Price subject to revision thereafter****

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

Signature________________________

Signature: ________________________ Date: __________



PATRICK J. ONDERAK MEMORIAL BULLPENS

@ MARTINO FIELD IN CENTRAL RAILYARD PARK
ASHLAND, WISCONSIN

SCALE: 1" = 50'-0"

NORTH

Find yourself next to the water.

ASHLAND

WISCONSIN

City of Ashland, Wisconsin ~ Parks and Recreation Department

400 4th Ave West Ashland ~ WI 54806 ~ www.ashlandparks.org

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wed, Feb 24, 2021 5:00 PM - 6:30 PM (CDT)

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

https://global.gotomeeting.com/join/772121093

United States (Toll Free): 1 877 309 2073; One-touch: tel:+18773092073,,772121093#

United States: +1 (571) 317-3129 ; One-touch: tel:+15713173129,,772121093#

Access Code: 772-121-093

I. Call to Order

a. Roll Call

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

Excused: Dawayne Lampson, Nancy Sztyndor, Sarah Jackson

b. Agenda Modification

none

c. Approval of Minutes

i. postponed to next meeting

II. Public Comment Period

III Information Items

- Parks Projects Updates
  - Bike Path:
  - Wildlife Abatement Grant Award – the City was awarded the Wildlife Abatement and
    - Control grant to work the USDA Wildlife Services to assist in controlling the City's native Canada Goose population
  - ARTS Trail Update – PW has been working with Aryes and Associates on the construction documents for the ARTS Trail update. As part of the grant, new railings will be placed on the Vaughn Ave bridge. Attached is a map of the project area. Kreher Park Update - The City has been notified that the JFC may be reviewing the City's grant request for the Kreher Park Boat Launch. City staff has been contacting some key/influential people in the area to contact JFC members explain how important this project is to the area. An article about the project was also in the Wisconsin Outdoor News. John Butler shares that they will repave most of loop except a section on the waterfront that cannot meet DOT standards for width
  - Summer Reservations – Parks and Recreation Staff started taking month-long camping reservations February 16. Council approved limited the time a camper can stay on a lakefront site for 1 month in a calendar year at the February 9 meeting. There are still 4 nonreservable sites on the lakefront. The Unified Command is still discussing if pavilions will allowed to be rentable in 2021. Thus Parks and Recreation department pushed back pavilion rentals until March 24.
    - Haas adds that city council is requesting a transition to only weekly rates (no more deals for monthly stays)
- Recreation Updates
  - Earth Day Celebration – City Staff have decided to host an Earth Day Clean Up on or around Earth Day (April 22) 2021. All city departments chipped on money to purchase 70 t-shirts to hand out to volunteers.

- Classes: Gymnastics – classes for the February/March session are filling up. Session started February 22.
  - Archery – ran the archery class in February and have enough enrollment to run the March class
  - Tennis – there is enough registration to run the March session of Tennis
  - Club Volleyball – APR is taking registrations for and allowing a U14 and U18 club volleyball teams to practice at the BCC 2 nights a week. Each team has 9 players and one coach. All participants must wear masks.
  - Snowshoe Stomp – APR helped with the the City's first Main St Program: Snowsoe Stomp on Saturday Feb 20, 17 participants snowshoed either across the lake (via a marked trail) or on the waterfront trail from Solstice Outdoors to the Plaza. BART provided a free ride back to their cars. Main St businesses chipped in for incentives.
  - W's Ski Clinic – Six people participated in the W"s Ski Clinic on Feb 20. Beth Reed graciously volunteered her time to coach the event held at the Ashland Ski Trails.
  - Pickleball - pickleball is slowly starting up at the BCC. Two nets are set up for a maximum of 8 people playing. Masks (as always) are required.
- Kite Fest – There was an amazing turn out for Kite Fest 2021. Event organizer estimated that there was 38 kites in the air and at least 100 people on the ice. So many people made this happen, but Sarah Linafelter was the key.
- BCC Usage Sign Up – APR staff is waiting approval from Unified Command on if the public can reserve times to use the BCC for walking, basketball shoot around, indoor playground, etc. this spring.
  - Salmon-Tumas asks if the climbing wall will get cleaning treatment and be reservable; Hudson answers that they are looking into that and need to investigate matters such as safe cleaning products and designated time between reservations
- Urban Forestry
  - 2021 Tree Plan: Removal, trimming, and replanting – City Administration recently named Sara Hudson as the new urban forester. That being said, I have created a list of trees to be removed in 2021. Some are in relation to the Urban Forestry Grant the City received to removed Ashes in poor conditions, and some are removals due to road construction projects. Letters were sent out to land owners on Tuesday Feb 23. Crew will mark trees on February 24 or 26. Per Ord 454, landowners have 10 days from the time of receipt of the letter to appeal the removal. Attached is a list of address and trees to be removed.

VI. Business Items:

- Approval to Allow Ashland Little League to Build a Bull Penn at Martino Field (CRYP) in Memorial of Pat Onderak – The Ashland Little League Board of Directors is seeking approval to have Cedar Brook Construction construct a bull pen at Martino Field in Central Railyard Park. The structure would be in memory of Pat Onderak who recently passed and was a lifelong volunteer of Ashland Little League. Attached are the plans associated with the bull pen. Ashland Little League would be responsible for the cost of construction. In baseball, the bullpen is the area where relief pitchers warm-up before entering a game. The City does not have a current user agreement with Ashland Little League.
  - Ellefson explains that Little League plans to fully fund and maintain the project
  - Construction would begin in April, weather depending
  - Motion to approve the construction of the bullpen by Amman, second from Ullman, motion carries unanimously.

- Review and Update Tree Ordinance 453 – City Administration is seeking to update Ordinance 453: Planting, Maintaining, and Removing Trees and Shrubs, having trees within the ROW/Boulevard become the responsibility of land owners to care for and remove if necessary.
    - Amman shares an opinion that it is not a good idea at this time. He adds that we are getting an urban forestry program started.
    - Haas agrees that the change would be unfair and in conflict with our efforts to start an urban forestry program
    - Amman adds an alternative idea that we could train volunteers to handle the required pruning, etc.
    - Haas suggests an internship program where Northland students, esp in NRS could get experience while helping with Ashland's trees
    - Ullman adds that the change would disincentivize homeowners from planting trees
    - Hudson agrees that while the change would save money it would not benefit the community
    - Ullman recalls the Americrops volunteers who worked on rain barrels last summer and wonders if we could hire an Americorps worker to educate homeowners about EAB; Hudson shares that she would like to but need to wait until 2022 to get it in the budget
    - Hudson plans to work with SRWA on education of the community about treecare
    - Amman mentions that the ordinance give landowners choice about tree plantings and he argues that the decision should be the city's alone due to the long-term nature of trees
    - Hudson suggests that homeowner's choice could be the type of tree, not whether or not they get a tree in the ROW
    - Amman notes that the ordinance allows the city to insist on rmoval of private trees; Hudson responds that the city has done this when a tree presents a danger; Amman responds that we should consider acting on this order regarding EAB by calling for removal of all ash
- Review and Update Vaugh Ave Replanting Strategy - At the August PRC meeting it was discuss planting up to 6 trees/block with one of the following tree species: River Birch, Ginko, Thornless honey locust, Kentucky Coffee tree, Swamp White Oak, Northern Pin Oak, Hybrid Elms, Common Hackberry, and American Linden. Also, how shall we involve the public/land owners in the selection of the tree species?
    - Amman asks if we will limit ourselves to this approved tree list forever, no matter what; Hudson responds that we can decide; Amman counters that we may need to be more flexible; Hudson agrees
- Approval to Apply for Bird City USA Mini Grant : Bird Habitat Implementation at Maslowski Beach – APR Director is seeking approval to apply for a mini grant for up to $500 from Bird City USA to implement bird habitat at Maslowski Beach. The grant monies would be used to purchase native plants and shrubs that are good for migratory birds and pollinators to be installed in the new bioswales at Maslowski Beach.
    - Motion to approve applying for Bird City USA grant by Ullman, second by Salmon-Tumas, motion carries unanimously
- Approval to Apply for USTA Tennis Support Grant – APR Director is seeking approval to apply for USTA Tennis Support Grant. This grant opportunity is "to strengthen and maximize marketing initiatives and support new programming …that will help achieve the collective goals of growing the game". If awarded APR will use the funds to replace old equipment (balls and racquets), purchase incentives for program participants, and keep the cost of the tennis program at a reasonable rate.
    - Amman moves to apply for the USTA Tennis Support Grant, Second by Haas, motion carries unanimously

V. Next Meeting Date

Mar. 24th

Motion by Haas, Second by Amman, motion carries unanimously

VI. Comments and Questions

VII. Adjourn

Move to adjourn by Haas, second by Amman, 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.

SUBJECT: Approve to Adopt the Amended Housing Strategic Plan *(Planning)* Voice

RECOMMENDATION: Approval (unanimously recommended by the Housing Committee at their February 10, 2021 meeting)

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning & Development Department
Housing Committee

EXHIBITS:

1. Proposed City of Ashland Strategic Housing Plan with Updates 2021

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed changes to the City's Housing Strategic Plan conform to the goals of the Comprehensive Plan, and better reflect ongoing implementation of the housing goals identified within the Comprehensive Plan.

SUMMARY STATEMENT:

City Council adopted a Housing Strategic Plan in 2018, which was prepared and recommended for approval by the Housing committee. The three categories of housing needs identified in the plan continue to be:

1) Improve safety and quality of housing stock, including rental and non-rental properties;
2) Increase affordability and expand affordable housing units for all income groups; and
3) Address homelessness/inadequate supportive housing options.

The Housing Committee has reviewed each section of the Strategic Plan at their recent 2020 and 2021 meetings, with input from Millie Rounsville, Executive Director of Northwest Wisconsin Community Services Agency. The purpose of the proposed updates is to 1) incorporate current language and best practices in housing, 2) inventory completed tasks to assess progress, and 3) to set realistic timelines for completion of new and ongoing tasks identified. Additionally, the City's acceptance into the Main Street Program in 2020 is reflected in the updated Housing Strategic Plan, to leverage these additional resources towards achieving the community's downtown housing goals. Other key changes to the plan include updating language on "transitional" housing to focus on "supportive" housing instead, incorporating Community Development Block Grant (CDBG) Housing Revolving Loan funds as a resource for acquisition and demolition of blighted structures for the purpose of reconstructing affordable housing, and broadening future City outreach efforts to include both landlords and tenants (with landlords having previously been the primary focus).

Find yourself next to the water.

ASHLAND

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

City Of Ashland
Strategic Housing Plan

ADOPTED: August, 2018
Updated: ___, 2020

HOUSING COMMITTEE MEMBERS

Kathy Beeksma

Liz Franek

Betty Harnisch

Mark Hoglund

Joel Langholz

Jenny Lucius

Bob Miller

Ginger Nuutinen

Sam Ray

Ana Tochterman

Tom Waby

CITY OF ASHLAND STAFF

Mayor Deb Lewis, City of Ashland

April Kroner, City of Ashland Planning & Development Director

Megan McBride, City of Ashland Assistant Planner

BACKGROUND

One of the four Strategic Priorities for the City of Ashland for the five year period 2016-2020 is Housing Infrastructure Improvements. For the past two years, numerous conversations and shared ideas have identified current needs related to housing in Ashland and proposed solutions to the needs. These discussions have taken place, among other places, in the City of Ashland Housing Committee, at City Council meetings, as well as Ashland's SOARs Forum, held in September 2015; at a Homelessness forum and at Landlord forums.

There is consensus that Ashland's housing needs are an economic development issue and that solving them will require long-term planning and commitment by the City in order to facilitate population growth. What is needed from city leaders in order to move forward effectively is financial, staff, and political support.

HOUSING PRINCIPLES CONTAINED IN THE COMPREHENSIVE PLAN

Strengthening the Housing Market is a prominent priority contained in the Authentic Ashland Comprehensive Plan approved by the Ashland City Council in 2017. The narrative on page 13 of the Plan states: **"Make Ashland a city where neighborhood pride is widely evident, where housing options are broad and appealing, and where residential investment is focused around the city's historic core."**

Ashland's peak population was more than a century ago, yet the majority of the residential structures that served that population remain. The resulting combination of falling demand, too much supply, job losses, and demographic changes all make for a weaker housing market. The loss of 1,916 people or roughly 700 families since 1960 means excess units need to be absorbed into the housing market. It means current owners need encouragement to re-invest. And it means existing homes need to be creatively marketed to first-time buyers. (p.12)

Six goals in the Section of the Comp. Plan related to How to Strengthen the Housing Market are laid out on page 27:

"Ashland should pursue actions that positively and strategically influence the housing market so its neighborhoods become marketable, brand-enhancing assets instead of the liabilities they are otherwise destined to be. Successful interventions must simultaneously do the following:

GOAL 1: Diversify existing stocks through creative in-fill development at the intersections of weak and middle strength blocks and within middle strength blocks.

GOAL 2: Rebalance supply and demand by thinning excess supply through locationally-precise demolition and establish a conservation buffer.

GOAL 3: Pursue strategic demolition to remove excess housing supply and relieve downward pressure on property values.

GOAL 4: Impose intensive standard-setting code enforcement on middle market and weaker blocks.

GOAL 5: Encourage owner reinvestment on blocks of middle market and strong market strength.

GOAL 6: Develop disposition strategies for large land holdings (Roffers and Timeless Timber, etc.) that reinforce other strategies in this plan.

"Successful interventions must consciously prioritize the retention of strong households on middle strength blocks, as well as definitively marketing home ownership opportunities to new graduates of Northland and new employees of Memorial Medical and other employers." –*Authentic Ashland, 2035*

Recognizing that much work needs to be done to fully meet the above goals, summarized below are prominent identified housing needs.

City of Ashland Strategic Priorities 2016 – 2020

Goal 1: Facility Improvements to City Hall, Police, and Vaughn Public Library

Goal 2: Housing Infrastructure Improvements

Goal 3: Development of a Sustainable Infrastructure Improvement Plan

Goal 4: Economic Development and Marketing Strategic Plan Development and Implementation

COMPLETED ACTIONS		
COMPLETED ACTION	**COMP PLAN GOAL(S)**	**COMPLETION DATE**
City implemented Landlord Registration Program Purpose: Require all landlords to register rental properties within city limits so that landlords can be contacted when legitimate complaints are received regarding sub-standard rental housing.	4 and 5	2016
City sponsored symposium bringing together all local entities to discuss housing insecurity and homelessness	1	2016
Complete a comprehensive housing study to identify current needs and opportunities for new development.	1, 4, 5, 6	2017
Explore and compile information about other communities that have implemented voluntary inspection programs.	4	2018
Identify the organizations in our area that are already working on providing transitional and supportive housing and determine how City can assist and support.	1	March 2018
Inventory houses that are in severe disrepair and not likely to be restored to get a sense for the overall number and associated cost (utilize 2016 property survey ratings completed for the Comp Plan to assist)	2, 3	2019
Research procedures and funding sources for strategic demolition	2, 3	2019-2020
Evaluate feasibility and need for the City to allocate funds for strategic demolition	2, 3	Budgeted funds in 2019 and 2020. May utilize CDBG RLF funds in 2021.

Review and recommend changes to the zoning ordinance in residential areas to allow duplexes, carriage, or tiny house construction enabling responsible property owners to supplement their mortgage with rental housing available on their property	1	March 2020
Continue public investment in the HIP program	5	2019; 2020
Have Historic Preservation Commission submit a listing of historic buildings that could be renovated into housing	1	February 2020
Pursue partnership with public health because of the role of public health in performing inspections to ensure safe/sanitary housing conditions and the overall link between health and housing	4	Ongoing as needed, initiated in 2019
Resources (funds for rehab, resources for tenants)	5	November 2019: Landlord/Tenant Resource Page of City website; Periodic emails to landlord emails on resources
A. Continue public investment in rehab	5	Ongoing
1. HIP program	5	Ongoing
2. CDBG Loans	5	Ongoing
a. ID projects	5	Ongoing
b. Promote program	5	Ongoing
B. Collaborate with other regional municipalities to maximize available tax incentives for affordable housing projects	1	Regional affordable housing study in 2020-2021
1. Get email contacts for easier communication	4	Ongoing: Send out periodic emails about resources for both landlords and tenants

STRATEGIES & ACTION STEPS BY NEED	COMP PLAN GOAL(S)	RESPONSIBLE PARTY	COMPLETION DATE
NEED: IMPROVE SAFETY AND QUALITY OF HOUSING STOCK			
Rentals			
A. Ongoing updates to the rental registration list to ensure all rentals are registered	4, 5	Planning Department	Ongoing
B. Establish Voluntary Rental Property Inspection Program Purpose: Encourage inspection of all rental properties in city limits to ensure compliance with minimal code requirements and to reward landlords who voluntarily comply with greater visibility and promotion.	4, 5	Planning Department, City Council	2022
1. Develop clear guidelines including proposed inspection checklist to start a pilot program with a small number of landlords	4, 5	Planning Department	Fall 2021
2. Develop clear marketing materials with benefits and requirements of the program clearly identified	4, 5	Planning Department	2022
3. Identify subset of landlords to participate in pilot program	4, 5	Planning Department	2022
C. Continue efforts to engage landlords and tenants	4, 5	Planning Department	Long term/Ongoing
2. Compile a list of information needs and resources to post online for both landlords and tenants	NA	Planning Department, Online resource hub, Surveys	2022

a. Substance use and behavioral health (basics, how to recognize an emerging crisis, who to call)	NA	Planning Department, Online resource hub, Landlord Forums	2022
b. Support for posting rentals online	NA	Planning Department, Online resource hub, Landlord Forums	2022
Non-Rental Residential			
A. Continue public investment in rehab	5	Multiple agencies	Ongoing
3. HIP program	5	Planning Department	Ongoing
4. CDBG Loans	5	NWRPC	Ongoing
c. ID projects	5	NWRPC	Ongoing
d. Promote program	5	NWRPC, Planning Department	Ongoing
B. Pursue partnership with public health because of the role of public health in performing inspections to ensure safe/sanitary housing conditions and the overall link between health and housing	4	Planning Department, Housing Committee	Ongoing
C. ID partners to develop a community land trust/shared equity (with a rehab component)	1	Councilor Tochterman	Ongoing
D. Implement Strategic Demolition Program	2, 3	Housing Committee, Planning Department	Ongoing as needed

1. Inventory potential candidates for strategic demolition. Contacts could be made through direct outreach to these property owners, and/or advertising that City is willing to take on properties for strategic demo	2, 3	Planning Department	Ongoing
2. Utilize CDBG RLF funds for strategic acquisition and demolition of dilapidated structures	2, 3	Planning Department, Housing Committee, NWRPC	Ongoing
NEED: INCREASE AFFORDABILITY AND EXPAND AFFORDABLE HOUSING UNITS FOR ALL INCOME GROUPS			
A. Promote rehabilitation of historic existing buildings for housing purposes	1	Planning Commission, WEDC	2022
1. Complete a downtown housing study with Wisconsin Economic Development Corporation as one of the City's free technical assistance projects	1	Main Street Board, WEDC	2022
2. Explore potential funding sources for a Downtown Building Improvement RLF or Grant Program to support buildout of new residential units in downtown buildings	1	Main Street Manager, Planning Department, City Administrator	2023
B. Collaborate with other regional municipalities to maximize available tax incentives for affordable housing projects	1	Planning Department City Council	Ongoing
C. Partner with affordable housing developers	1, 6	Planning Department, Plan Commission, City Council	Ongoing
1. ID city owned lots and actively market	1, 6	Planning Department	Beaser Avenue site, Oredock Upland sites

2. Offer supports tied to commitments for affordable units	1, 6	City of Ashland, WHEDA, State of WI	Ongoing as available
3. Hold public listening sessions to gauge housing interest and needs of various populations	1, 6	Housing Committee, Planning Department	Ongoing (As projects arise)
D. Identify community partners who can collaborate and assist in efforts to provide additional affordable housing options	1	Housing Committee, Planning Department, Mayor	Ongoing
1. Involve local PHAs and providers in strategic planning	1	Planning Department, Housing Committee	Ongoing as projects arise
2. ID partners interested in pursuing a co-op housing project	1	Councilor Tochterman	Ongoing
NEED: ADDRESS HOMELESSNESS/INADEQUATE SUPPORTIVE HOUSING OPTIONS			
A. Advocate for Supportive Housing Development and Scatter-Site Housing Services	1	Housing Committee, Mayor	Ongoing
B. Collaborate with Ashland Housing Authority, Ashland County, WHEDA, AADC, and other non-profits to develop safe and affordable housing Needs identified include: - Safe/sober - Rapid rehousing - Permanent supportive	1, 5	City of Ashland, Housing Committee, City Council	Ongoing

C. Seek funding for research to determine need by obtaining real numbers from information that has already been gathered and through programs that are working with homeless individuals as well as people in need of transitional and supportive housing (i.e. hospitals, school districts, the Brick, criminal justice, Northland Counseling)	NA	Center for Rural Communities or UW-Extension	Ongoing
D. Create an online hub of information and resources for providers and other people working in fields related to homeless services	NA	Planning Department	2021
1. Publicize funding streams and obtain clear criteria for each funding source	NA	Planning Department, NWCSA	2021
E. Participate in meetings and processes related to addressing homelessness, and facilitate collaboration between individuals working on issues related to housing	1	Mayor, Planning Department	Ongoing
1. Invite providers to public listening sessions for all perspective housing developments	1	Planning Department	Ongoing (As projects arise)

SUBJECT: **Approve Memorandum of Understanding (MOU) with Xcel Energy for Participation in the Partners in Energy Program *(Planning)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning & Development Department
City Attorney

EXHIBITS:

1. Memorandum of Understanding (MOU) with Xcel Energy for Participation in the Partner in Energy Program
2. Agenda Bill for Discussion of Participation in the Partners in Energy Program from the September 8, 2020 Committee of the Whole Meeting
3. September 8, 2020 Committee of the Whole Meeting Minutes Authorizing Pursuit of the Xcel Partners in Energy Program

EXPENDITURES REQUIRED: $15,000

$ 7,500 budgeted in 2021 from Fund 245-56900-213 (Professional Services)
$ 7,500 budgeted in 2022 from Fund 245-56900-213 (Professional Services)

AMOUNT BUDGETED: $15,000

$ 7,500 budgeted in 2021 from Fund 245-56900-213 (Professional Services)
$ 7,500 budgeted in 2022 from Fund 245-56900-213 (Professional Services)

APPROPRIATION REQUIRED: $15,000

$ 7,500 budgeted in 2021 from Fund 245-56900-213 (Professional Services)
$ 7,500 budgeted in 2022 from Fund 245-56900-213 (Professional Services)

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 4, 2021 that Xcel Energy is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed MOU with Xcel Energy to work with them through the Partners in Energy Program to create and implement community energy plans through meaningful resident engagement and education will help to further Comprehensive Plan goals of creating easy ways for residents to implement energy efficiency and renewable energy, and also to prioritize energy efficiency upgrades to City facilities.

SUMMARY STATEMENT:

The City of Ashland applied to participate in the Partners in Energy Program through Xcel Energy in 2020, per direction by City Council at the September 8, 2020 Committee of the Whole meeting. The Memorandum of Understanding (MOU) specifically outlines the responsibilities of the City and Xcel during the planning phase, which will result in a comprehensive energy plan with strategic goals for both City and resident energy use. Topics of focus can include energy efficiency goals for private and public uses, renewable energy goals for private and public uses, or a combination thereof. This will provide additional technical support and community engagement than was able to be included in the 25 x 25 Plan update, allowing for creation of a more comprehensive energy plan that incorporates private resident goals and needs as well. The existing 25 x 25 Plan will continue to be utilized to guide City energy improvements, and will serve as a guiding framework for development of the Partners in Energy program as well.

Memorandum of Understanding
Phase 1 – Plan Development

Ms. Deb Lewis
Mayor
City Hall
601 Main Street West
Ashland, WI 54806

We are pleased that the City of Ashland has elected to participate in Xcel Energy's Partners in Energy. This offering is designed to provide your community with the tools and resources necessary to develop and implement an energy action plan that reflects the vision your community has for shaping energy use and supply in its future. Participation is intended to span 24 months. The initial 4-6 months are dedicated to developing a strategic energy action plan and the remaining time is focused on Xcel Energy's support implementing that plan.

The intent of this Memorandum of Understanding (MOU) is to confirm the City of Ashland's intent to participate in the initial plan development phase of the Partners in Energy program and outline the commitment that your community and Xcel Energy are making to this collaborative initiative. The primary objective of this phase of the program is to develop an energy action plan for the City of Ashland.

This is a pilot program and the cost of delivering it will be shared equally by Northern States Power Company – Wisconsin, doing business as Xcel Energy, and The City, who agrees to pay up to $15,000 to Xcel Energy to cover the vendor costs of delivering this service through the Planning and Implementation phases of the program. Charges shall not exceed this amount unless approved in writing by the City. Xcel Energy shall invoice the City of Ashland on a quarterly basis with time and materials spent to date.

Xcel Energy will provide during the Planning Phase:

- Consulting support to assist in identifying potential community stakeholders, and constructing or delivering an invitation or informational announcement regarding the planning process.

- Data analysis of community energy use and Xcel Energy program participation to the extent that it is legally and technically prudent and feasible. The results can be used to identify potential opportunities to implement plan strategies. Xcel Energy will attempt to integrate data provided by the City of Ashland into the analysis if feasible.
- Professional facilitation support for 3-5 plan development work sessions with the community stakeholder group to develop the energy action plan's vision, focus areas, goals and implementation strategies.
- Assistance as needed in synthesizing the community and program data collected with the vision of the community to identify attainable goals that align with suitable strategies and tactics.
- Development of the energy action plan that will incorporate inputs from the stakeholder planning team and will be accessible to the community.
- Commitment to delivering an actionable and complete energy action plan within six months of the City of Ashland and Xcel Energy signing this MOU.

In addition to payment for services, the City of Ashland agrees to provide during the Planning Phase:

- A single contact point to recruit active and engaged stakeholders, coordinate planning meeting logistics as well as distribution of deliverables, and lead participation of the community in the planning process.
    - Community staff engagement in developing workshop agendas, participating in post-workshop check-in meetings and follow-up work, and implementation planning.
- Commitment to ensuring community stakeholder engagement throughout the planning workshops. This could include consultation with key community stakeholders who may be relevant to the plan but not present on the energy action planning team, to gain input on proposed goals and strategies.
- Timely review of Energy Action Plan document, as well as shepherding the completed plan through stakeholder review process.
    - Good-faith evaluation of the recommendations and analysis provided, as well as fair consideration of the potential strategies and tactics identified to ensure alignment with the community's goals and priorities.

- Meeting facilities to host the stakeholder group during the development of the plan.
- Identification of existing community energy plans, programs, or initiatives that could be leveraged in successful development and delivery of this plan.
- Commitment to delivering an actionable and complete energy plan within a six month timeframe of the City of Ashland and Xcel Energy signing this MOU. Within this period the City of Ashland is committed to completing the formation of the energy action planning team and the development and approval of the energy action plan.
- To the extent not otherwise protected by law, public distribution of the work products developed with the support of the Xcel Energy's Partners in Energy Program.

Resource Commitment Summary
Plan Development Phase

City of Ashland	Xcel Energy
• Single point of contact • Support in maintaining community stakeholder engagement throughout the planning process. • Involvement in development and review of Energy Action Plan content. • Meeting facilities • Access to existing energy-related plans and programs • Commitment to completing the plan development and approval • To the extent not otherwise protected by law, agreement that the energy plan resulting from this work will be available to the public	• Assistance identifying and recruiting stakeholders • Analysis of community energy use and program participation • Facilitation of planning sessions • Training and guidance developing goals and strategies • Documentation and delivery of the renewable energy action plan • Commitment to completing the plan development

All communications pertaining to this agreement shall be directed to Megan McBride on behalf of the City of Ashland and Tami Gunderzik on behalf of Xcel Energy.

Thank you again for your continued interest in Xcel Energy's Partners in Energy. We look forward to assisting the City of Ashland in the development of their energy action plan.

For the City of Ashland:

____

Date: _______________________________

For Xcel Energy:

____

Date:_______________________________

Ref: 2020-176

COMMITTEE AGENDA: 5.A.
(09/08/2020)

SUBJECT: **Presentation, Discussion and Possible Action Regarding Xcel Partners in Energy Program *(Mayor)***

RECOMMENDATION: As the Council desires.

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Administrator, City Council President

EXHIBITS:

1. Energy Action Plan for St. Cloud, MN
2. Partners in Energy FAQ
3. Energy Action Plan for Mahtomedi, MN with Appendices

SUMMARY STATEMENT:

Xcel Energy will be offering a Partners in Energy (PIE) program in Wisconsin in 2021 to two communities and the City of Ashland has been approached by Xcel to consider participation in the program. This discussion is intended to have Council members learn more about this program and give a sense of the interest of the Council in having the City apply.

Attached is a program description and FAQ for your information. In addition, there are examples from two communities in MN that have participated in the program. Approximate cost of the program is $30,000 but Xcel Energy would cover half the cost up to $15,000.

COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on September 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, September 8, 2020 Ashland Committee of the Whole meeting was called to order by Kevin Haas via GoTo Meeting at 7:42 pm.

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

    ABSENT: (None)

    ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, City Administrator Brant Kucera, Public Works Director John Butler, Deputy Clerk Sarah Szymaniak, and other concerned citizens.

2. Council President's Report

    Haas commented on political yard signs and asked residents to respect one another.

3. Administrator's Report

    Kucera stated the City of Ashland CDBG grant was denied on a technicality. Kucera urged the Ashland community to continue to follow practices that prevent the spread of COVID-19: physically distance. Kucera responded to questions from Council.

4. Approval of Agenda

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

5. Discussion Items

    A. **Presentation, Discussion and Possible Action Regarding Xcel Partners in Energy Program** *(Mayor)*

    Ullman moved, seconded by George, to pursue the Xcel program. The motion carried unanimously by voice vote.

    B. **Presentation, Discussion and Possible Action Regarding City Priorities for**

Paving of Roads and Paving Costs *(Councilor Moore)*

Moore moved, seconded by Tochterman, to table discussion to the September 29, 2020 Committee of the Whole meeting due to time constraints. This motion carried 10-1 by voice vote; MacKenzie opposed.

6. Adjournment

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

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 to Waive the Provisions of Chapter 194.04, Ashland City Ordinances and Approve the Audit Contract with Baker Tilly US, LLP Including Preparation of the Annual PSC Report for the Water Utility *(Finance)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administrator
City Attorney

EXHIBITS:
1. Proposed Audit Engagement Letter
2. Proposed Single Audit Engagement Letter

EXPENDITURES REQUIRED:
$63,100 - $65,100 - Financial Audit Fee + 3% contingency
$ 9,900 - $10,200 - Single Audit Fee
$73,000 - $75,300 - Total estimated annual audit fee

$ 5,000 - Water Uitlity Annual PSC Report

AMOUNT BUDGETED:
$70,000 - Fund 100 Finance Budget $70,000
$ 5,000 - Fund 680 Water Utility Annual PSC Report

APPROPRIATION REQUIRED: $5,300 - Fund 100 under-expended 2021 department budget or general fund-fund balance

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that Baker Tilly US, LLP. is in compliance with the provisions of Ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

Baker Tilly US, LLP (BTUS) has been the City's financial auditor for many years. Due to BTUS quality control standards and auditing standards and accounting principles, an updated engagement letter is required to clarify the nature of services.

The City is required to have an annual audit due to the issuance of bonds and notes. A single audit is required when federal dollars in excess of $750,000 is expended in any given year and requires additional audit time to complete. Investors, the federal government, citizens, etc. want an annual audit opinion of a municipality's financial statements regarding if they are presenting fairly, in all material respects, the financial position of the governmental activities.

The Governmental Accounting Standards Board (GASB) establishes standards of financial accounting and reporting for state and local governmental entities. GASB pronouncements are recognized as generally accepted and authoritative. The City's auditors follow the U.S. Government Accountability Office (GAO) – Government Auditing Standards *(The Yellow Book*) when performing the single audit.

Auditors need technical skills necessary to comprehend and apply the complex accounting and auditing standards to municipalities. The Baker Tilly US, LLP. audit team has demonstrated this ability throughout their years of service to the City.

The Finance Director estimates the process of requesting proposals for auditing services, interviewing prospective auditors, and selecting an auditor to be around six months.

Staff is requesting a waiver of advertisement per Chapter 194.04, Ashland City Ordinances, which states that purchases of more than $30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council.

A history of audit fees to BTUS is as follows:

2011 audit - $75,750	2014 audit - $63,207	2017 audit - $65,675
2012 audit - $66,105	2015 audit - $56,925	2018 audit - $67,130
2013 audit - $69,995	2016 audit - $65,500	2019 audit - $61,170

(Single audits were not required for 2014, 2015, and 2019.)

The annual PSC Report preparation cost was $4,800 for 2019.

In past years, various departments have been under-budget. The Finance Director is anticipating there being $5,300 available in a general fund department budget for 2021 to cover the $5,300, if needed. Otherwise, if the $5,300 is needed for audit expenses then general fund-fund balance would be applied to the audit expense.

Staff is recommending the approval of waiving the advertising requirement per Chapter 194.04, Ashland City Ordinances, and approval of the audit contracts and preparation of the annual PSC report with Baker Tilly US, LLP.

Baker Tilly US, LLP
3410 Oakwood Mall Dr., Ste 200
Eau Claire, WI 54701

T: +1 (715) 541 3737
T: +1 (888) 835 1344

bakertilly.com

January 21, 2021

Mr. Brant Kucera, City Administrator
City of Ashland
601 Main Street West
Ashland, Wisconsin 54806

Dear Mr. Kucera:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Ashland (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Ashland as of and for the year ended December 31, 2020, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Ashland with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Ashland, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis, to supplement the City of Ashland's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Ashland's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Budget Comparison Schedules

> OPEB - related schedules

> Pension - related schedules

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. The objective also includes reporting on:

> Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (i) errors, (ii) fraudulent financial reporting, (iii) misappropriation of assets, or (iv) violations of laws or governmental regulations that are attributable to the City of Ashland or to acts by management or employees acting on behalf of the City of Ashland. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Ashland and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting misstatements due to errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS and *Government Auditing Standards,* may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts or noncompliance, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit. Also, if required by *Government Auditing Standards,* we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the City of Ashland.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ashland's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

We will make reference to the audit of the Ashland Ore Dock Trust in our report on your financial statements.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The City of Ashland's management is responsible for the financial statements referred to above. *State Single Audit Guidelines.* Although we may advise you about appropriate accounting principles and their application, the responsibility for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework remains with management. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, for reporting financial information in conformity with accounting principles generally accepted in the United States of America (GAAP), and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Ashland involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Ashland received in communications from employees, former employees, analysts, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the *State Single Audit Guidelines*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Ashland complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements. If we do not receive complete and accurate information from the City of Ashland or others, we may be prevented from performing our work and, among other issues, misstatements in your financial statements, whether due to error or fraud, may go undetected.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Ashland; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- Financial statement preparation
- Adjusting journal entries and GASB 34 conversion entries
- Compiled regulatory report (Public Service Commission annual report)
- Civic Systems software

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards.*

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

> Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

> Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

> Evaluate the adequacy and results of the nonattest services we perform.

> Accept responsibility for the results of our nonattest services.

> Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the Public Service Commission Annual Report. See Addendum A attached, which is an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Ashland must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We will provide copies of our reports to the City of Ashland, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Ashland's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Ashland hereby authorizes us to do so.

Baker Tilly and the City of Ashland acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the City of Ashland acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the City of Ashland agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the City of Ashland also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the City of Ashland's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Ashland's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Ashland is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

For the Year Ended December 31, 2020	General	Water	Wastewater	Totals
Audited financial statements	$ 30,900	$ 15,800	$ 14,000	$ 60,700
PSC annual report	-	5,000	-	5,000
Pension calculations and entries (if requested)	400	200	200	800
OPEB calculations and entries (if requested)	800	400	400	1,600

If the City requires a single audit, we will provide an engagement letter addendum and fee quote based on the number and complexity of the federal and major state programs. We would expect the cost of a single audit to range from $8,000 to $10,000.

Invoices for our fees will be rendered each month as work progresses and are payable on presentation. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Ashland agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Baker Tilly does not treat de-identified data or aggregate consumer information as personal data or personal information, and we reserve the right to convert Client personal data or personal information into de-identified data or aggregate consumer information for our own purposes. As a benefit of benchmarking the City of Ashland to others in your industry, you allow us to enter your confidential accounting and/or financial data into the third party benchmarking software that we utilize. By signing this Engagement Letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Ashland, unless otherwise prohibited. In the event we are requested by the City of Ashland or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Ashland, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Ashland, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Ashland with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Ashland will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Ashland violates this nonsolicitation clause, the City of Ashland agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Ashland and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Ashland's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Kim Shult, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Kim Shult is available at 612 876 4912, or at kimberly.shult@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

____
Official's Name

____
Official's Signature

____
Title

____
Date

MOSSADAMS

Report on the Firm's System of Quality Control

September 26, 2018

To the Partners of Baker Tilly Virchow Krause, LLP and the
AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Baker Tilly Virchow Krause, LLP has received a peer review rating of *pass*.

Moss Adams LLP

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Ashland Water Utility, an enterprise fund of the City of Ashland, as of December 31, 2020 and 2019, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2020. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Ashland, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

   Our report on the Public Service Commission Annual Report of the City of Ashland is presently expected to read as follows:

   > Management is responsible for the balance sheets of the Ashland Water Utility, an enterprise fund of the City of Ashland, as of December 31, 2020 and 2019, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2020 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.
   >
   > These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.
   >
   > This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Ashland's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

March 2, 2021

Baker Tilly US, LLP
3410 Oakwood Mall Dr., Ste 200
Eau Claire, WI 54701

T: +1 (715) 541 3737
T: +1 (888) 835 1344

bakertilly.com

Mr. Brant Kucera
City of Ashland
601 Main Street West
Ashland, Wisconsin 54806

Dear Mr. Kucera:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

This letter covers the federal and state awards expended by the City of Ashland (the City, you, your) for the year ended December 31, 2020.

Services and Related Report

Previously, we have been engaged to audit the basic financial statements of the City as of and for the year ended December 31, 2020, and the related notes to the financial statements. Our audit will be made in accordance with auditing standards generally accepted in the United States of America.

The City is also required to be audited according to the Single Audit Act Amendments of 1996, *Government Auditing Standards*, OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines* which require a financial and compliance audit of the federal and state awards of the City for the year ended December 31, 2020.

We will also submit to you our report on the following supplementary information that will be subjected to the auditing procedures applied in our audit of the basic financial statements:

> Schedule of expenditures of federal and state awards.

Our Responsibilities and Limitations

The objective of a financial audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The objective also includes reporting on:

> Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

> Internal control related to major federal and state programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance and the *State Single Audit Guidelines*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the *State Single Audit Guidelines*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the schedule of expenditures of federal and state awards are free of material misstatement, whether from (i) errors, (ii) fraudulent financial reporting, (iii) misappropriation of assets, or (iv) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of expenditures of federal and state awards, assessing accounting principles used and significant estimates made by management, and evaluating the overall schedule of expenditures of federal and state awards presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City and its environment, including internal controls, sufficient to assess the risks of material misstatement of the schedule of expenditures of federal and state awards and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the *State Single Audit Guidelines*.

As required by the Uniform Guidance and the *State Single Audit Guidelines*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting misstatements due to errors or fraud that would have a material effect on the schedule of expenditures of federal and state awards as well as other illegal acts having a direct and material effect on schedule of expenditures of federal and state awards amounts. An audit is not designed to detect error or fraud that is immaterial to the schedule of expenditures of federal and state awards. Our audit will not include a detailed audit of all transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the schedule of expenditures of federal and state awards. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the schedule of expenditures of federal and state awards, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the schedule of expenditures of federal and state awards and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact or a direct and material effect on major federal and state programs, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS and *Government Auditing Standards,* may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts or noncompliance, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit. Also, if required by *Government Auditing Standards,* we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the.

As part of obtaining reasonable assurance about whether the schedule of expenditures of federal and state awards are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *State Single Audit Guidelines* require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement and the *State Single Audit Guidelines* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your schedule of expenditures of federal and state awards or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The City's management is responsible for the schedule of expenditures of federal and state awards referred to above. Although we may advise you about appropriate accounting principles and their application, the responsibility for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework remains with management. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance *State Single Audit Guidelines.* In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is reasonable assurance that government programs are administered in compliance with applicable requirements; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. You are also responsible for the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, for reporting financial information in conformity with accounting principles generally accepted in the United States of America (GAAP), and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the schedule of expenditures of federal and state awards; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance *State Single Audit Guidelines*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Management is responsible for (i) adjusting the schedule of expenditures of federal and state awards to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the schedule of expenditures of federal and state awards taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities. Additionally, as required by the Uniform Guidance and the *State Single Audit Guidelines,* it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

As part of management's responsibility for the schedule of expenditures of federal and state awards and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the schedule of expenditures of federal and state awards and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited schedule of expenditures of federal awards, federal award programs and compliance with laws, regulations, contracts and grant agreements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the schedule of expenditures of federal and state awards. If we do not receive complete and accurate information from the City or others, we may be prevented from performing our work and, among other issues, misstatements in your financial statements, whether due to error or fraud, may go undetected.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- Preparation of the financial statements, including schedule of expenditures of federal and state awards
- Adjusting journal entries, as needed
- Data entry of the auditee section of the data collection form
- Compiled regulatory reports

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards.*

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

At the conclusion of our engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the City, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City hereby authorizes us to do so.

Baker Tilly and the City acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the City acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the City agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the City's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. We previously sent you our most recent peer review report.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, the City personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City is unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will range from $9,900 to $10,200 based on the presumption of two major federal programs and one major state program, fees for additional programs are estimated at $1,200 to $2,400 per program. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Baker Tilly does not treat de-identified data or aggregate consumer information as personal data or personal information, and we reserve the right to convert Client personal data or personal information into de-identified data or aggregate consumer information for our own purposes. As a benefit of benchmarking your City to others in your industry, you allow us to enter your confidential accounting and/or financial data into the third party benchmarking software that we utilize. By signing this Engagement Letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City, unless otherwise prohibited. In the event we are requested by the City or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the City with any other services you may find necessary or desirable.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City violates this nonsolicitation clause, the City agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Kimberly M. Shult, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Kimberly M. Shult is available at 612 876 4912, or at kimberly.shult@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

____
Official's Name

____
Official's Signature

____
Title

____
Date

SUBJECT: **Approve to Award the Contract for the 2021 Crushed Aggregate Purchase to Mika Construction (*Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN:	Public Works
CLEARANCES:	Director of Public Works
EXHIBITS:	1. Bid Summary for Crushed Aggregate, March 3, 2021
EXPENDITURES REQUIRED:	\$39,025. Fund 100 General Fund Roadway Maintenance O&M 5,575. Fund 680 Water Utility O&M
AMOUNT BUDGETED:	\$40,0000 Fund 100 General Fund Roadway Maintenance O&M 5,0000 Fund 680 Water Utility O&M
APPROPRIATION REQUIRED:	
TREASURER'S CERTIFICATE:	The Treasurer's Office has certified on March 3, 2021 that Mika Construction 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 Public Works Department advertised bids for 3500 tons of crushed aggregate for annual roadway maintenance and 500 tons for water utility repairs. The bids include furnishing and delivering 4000 tons of aggregate for the Public Works stockpile. This aggregate will be used over the course of the year on city alleys, utility street cuts and miscellaneous job sites.

The Public Works Department recommends awarding Mika Construction the contract for the 2021 crushed aggregate purchase in the amount of \$44,600.00.

Lake Superior's HOMETOWN Ashland WISCONSIN

BIDDING SUMMARY : Crushed Aggregate - 4000 Ton

BID DATE: March 3, 2021 1:00PM

BIDDER	AMOUNT of BID		
Ritola Inc	15.29 / ton	61,160	
Angelo Luppino	11.97 / ton	47,880	
Ashland Construction	11.50 / ton	46,000	
Mika Constr.	11.15 / ton	44,600	
Sipsas Exc.	11.43 / ton	45,	720

WITNESS Daniel Homola DATE 3-3-21

WITNESS Greg [illegible] DATE 3/3/21

SUBJECT: **Approve the Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction Projects *(Public Works)* Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1. Waterfront Access Road Sewer Main
2. Wisconsin State Statute 66.0911
3. City of Ashland, WI Wastewater Utility Interim Policy for Level of Service Provided to Private Sewer Laterals during Capital Construction Projects

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: Public Works

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The City of Ashland Wastewater Utility has begun implementation of a comprehensive, multi-year program to address the impact of infiltration and inflow (I&I) on the City's sewer collection system and wastewater treatment plant (WWTP). In 2019, efforts were focused on investigation of deficiencies in the collection system. In 2020, the Utility was able to move forward with several different projects to address deficiencies found in publicly owned sewer mains and manholes through replacement and/or rehabilitation while additional projects are planned for 2021, 2022 and 2023.

However, these efforts have been focused solely on publicly owned assets and it is common knowledge amongst utility and engineering staff that sewer laterals are also a significant source of I&I based on case studies of other municipalities. Amongst Wastewater Utility staff, it is understood that the sewer collection system and WWTP will continue to be impacted by I&I until upgrades to private sewer laterals, as well a private sources of inflow (sump pumps, roof drains, etc), are implemented.

Chapter 711 Ordinance for a Publicly Owned Treatment Works and Collection Systems identifies that all sewer laterals within the City are privately owned by the specific property that they serve. A sewer lateral is defined as the privately owned and operated sewer piping connecting the interior plumbing of a building to a public sewer main and this private ownership extends from sewer main to the building.

Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies states that 100% of the cost of replacing sewer laterals shall be assessed to property owners. Chapter 612 also prohibits excavation in newly paved streets for a 5 year period, except in emergency situations, in order to protect the public investment in the new roadway.

The Public Works Department estimates that approximately 25% or 15 miles of sewer mains within the City are located underneath a paved roadway, meaning that the privately owned sewer laterals extends underneath the paved public roadway in these cases. This includes the sewer main identified for replacement in 2021 as part of the Waterfront Access Road project, which prompted discussion on the need for a specific policy related to privately owned sewer laterals for capital construction projects. See attached map for location of the publicly owned sewer lateral and privately owned sewer laterals for this project.

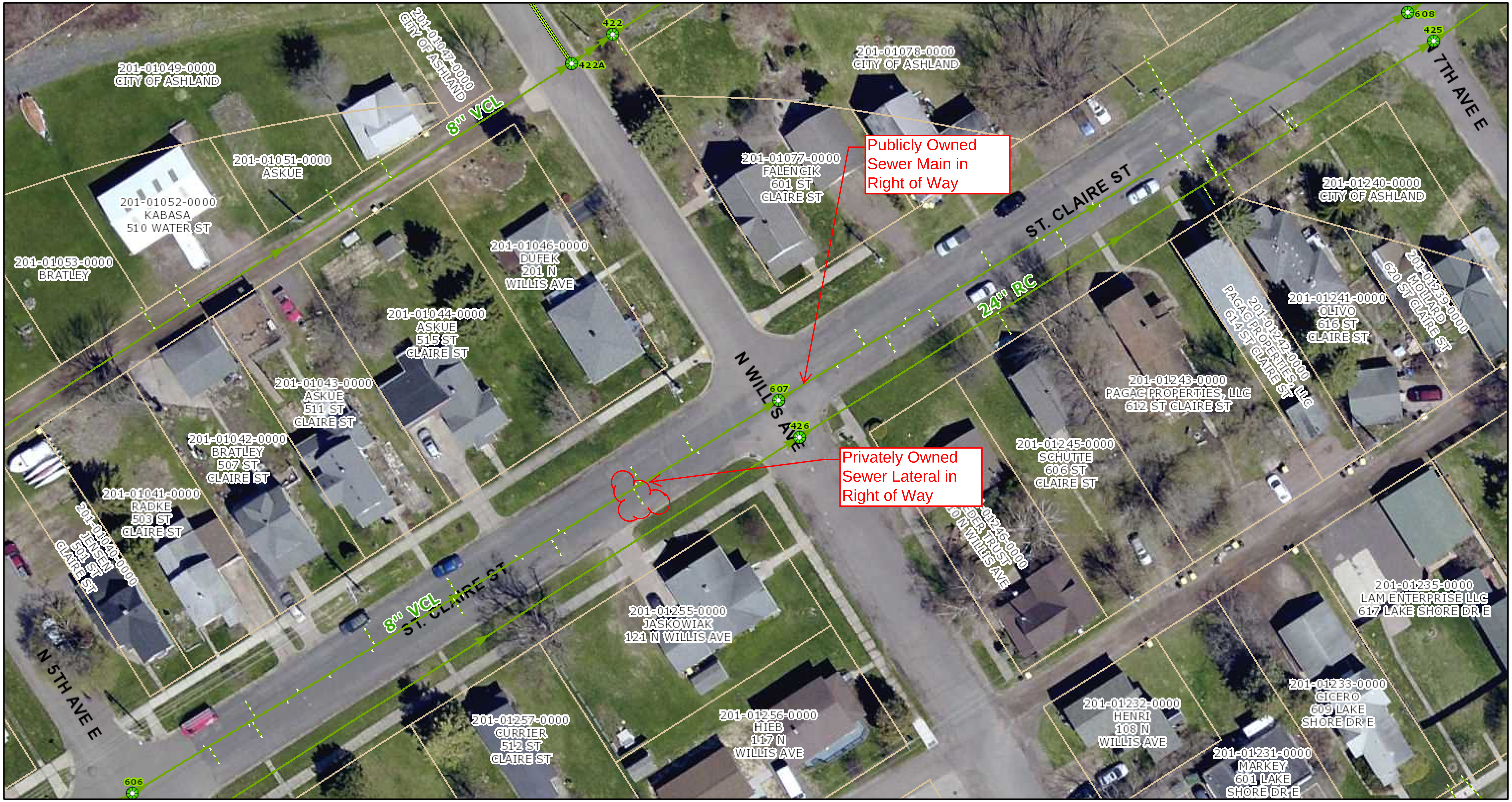
To support City staff in the design of the Waterfront Access Road project and in the projection of future costs associated with sewer main replacement and rehabilitation projects, the Public Works Director has developed an interim policy to address how work on private sewer laterals should be addressed as part of City projects.

The policy can be summarized by stating that for sewer mains replaced via direct excavation, it is proposed that laterals not meeting current City standards be replaced from the sewer main to the right of way (ROW) line and paid through an assessment to the property owner. This would apply to sewer mains located underneath an unimproved (grass), partially improved (gravel road or alley) or improved surface (paved roadway). The cost of replacement would be assessed to property owners as a lump sum based on the average cost of the lateral replacement during the project. While Wisconsin state statute allows assessment for the cost of sewer lateral replacement to be done in a streamlined manner (see attached excerpt from statute), terms of repayment offered to property owners would mirror those offered on special assessments.

It is anticipated that replacement of privately owned sewer laterals in coordination with replacement of public owned sewer mains will be most effective in addressing the impact of I&I while replacement of the lateral from the sewer main to the ROW will also serve to protect the public investment in the paved roadway

For projects where sewer mains are rehabilitated through trenchless technology, the Public Works Director is proposing that the interim policy be revised at a later date in 2021 to allow staff to conduct more research on trenchless methods of sewer lateral rehabilitation and make a more informed recommendation to Council. However, approval of the interim policy is requested now to allow staff to proceed with design of the Waterfront Access Road project.

The interim policy was reviewed by the Public Works Committee (PWC) at the February 11 2021 meeting, revised based on comments from the PWC, and recommended by the PWC at a special meeting on February 25, 2021. In addition, the Public Works Director sent a memo and draft of the policy to Council for awareness on February 26, 2021.


Publicly Owned Sewer Main in Right of Way
Privately Owned Sewer Lateral in Right of Way
ST. CLAIRE ST
ST. CLAIRE ST
N WILLIS AVE
N 5TH AVE E
N 7TH AVE E
8" VCL
8" VCL
24" RC
422
422A
425
426
606
607
608
201-01049-0000 CITY OF ASHLAND
201-01047-0000 CITY OF ASHLAND
201-01051-0000 ASKUE
201-01052-0000 KABASA 510 WATER ST
201-01053-0000 BRATLEY
201-01046-0000 DUFEK 201 N WILLIS AVE
201-01044-0000 ASKUE 515 ST CLAIRE ST
201-01043-0000 ASKUE 511 ST CLAIRE ST
201-01042-0000 BRATLEY 507 ST CLAIRE ST
201-01041-0000 RADKE 503 ST CLAIRE ST
201-01040-0000 JENSEN 501 ST CLAIRE ST
201-01078-0000 CITY OF ASHLAND
201-01077-0000 FALENCIK 601 ST CLAIRE ST
201-01240-0000 CITY OF ASHLAND
201-01241-0000 OLIVO 616 ST CLAIRE ST
201-01239-0000 MOLLARD 620 ST CLAIRE ST
201-01242-0000 PAGAC PROPERTIES LLC 614 ST CLAIRE ST
201-01243-0000 PAGAC PROPERTIES, LLC 612 ST CLAIRE ST
201-01245-0000 SCHUTTE 606 ST CLAIRE ST
201-01246-0000
201-01235-0000 LAM ENTERPRISE LLC 617 LAKE SHORE DR E
201-01233-0000 CICERO 609 LAKE SHORE DR E
201-01232-0000 HENRI 108 N WILLIS AVE
201-01231-0000 MARKEY 601 LAKE SHORE DR E
201-01255-0000 JASKOWIAK 121 N WILLIS AVE
201-01256-0000 HIEB 117 N WILLIS AVE
201-01257-0000 CURRIER 512 ST CLAIRE ST

66.0909 Curb ramping.

(1) The standard for construction of curbs and sidewalks on each side of a city or village street, or a connecting highway or town road for which curbs and sidewalks have been prescribed by the governing body of the town, city or village having jurisdiction, shall include curb ramping providing access to crosswalks at intersections and other designated locations. Curb ramping includes the curb opening, the ramp and that part of the sidewalk or apron leading to and adjacent to the curb opening. Any person constructing new curbs or sidewalks or replacing curbs or sidewalks within 5 feet of a legal crosswalk in any city street, village street, connecting highway or town road shall comply with the standards for curb ramping under this section.

(3) Curb ramps shall conform to the following requirements:

(a) Curb ramping shall be of permanent construction. The ramp shall be at least 40 inches wide. The sides of the ramp shall slope from the sidewalk or apron elevations to the ramp elevation with the widest portion of the side slope not less than 18 inches nor more than 24 inches wide at the curb. The ramp slope may not exceed one inch vertical to 12 inches horizontal from the flow line elevation of the curb. The curb opening shall be not less than 40 inches nor more than 80 inches wide at the flow line of the curb. The taper of the curb from the top of the curb to the flow line of the curb at the curb opening shall be not less than 18 inches nor more than 24 inches wide. The ramp shall be bordered on both sides and on the curb line with a 4-inch-wide yellow stripe or with brick of a contrasting color.

(b) Curb ramping shall be in one of the following locations, to provide access to each end of each crosswalk affected:

1. At the center of the curve of the street corner to accommodate crossing for either direction at the intersection. The entire curb corner may not be made into a ramp, but shall provide for standard sidewalk apron and curb on both sides of a ramp. Any safety zone marking required by ordinance shall be provided in the street or town road 40 inches out and parallel with the curb, joining with the standard safety pedestrian crossing markings in the street or town road;

2. If subd. 1. is not feasible, centered on line with the crosswalk and pedestrian traffic and containing surface texturing to indicate clearly to the sense of touch that the surface differs from that of the sidewalk or street. The surface texturing shall consist of linear impressions one-fourth of an inch to three-eighths of an inch deep, oriented to provide a uniform pattern of diamond shapes. The diamond shapes shall measure approximately 1 1/4 inches wide by 2 1/4 inches long, with the length of the diamond shape parallel to the direction of pedestrian movement. The diamond shapes shall be spaced one-fourth of an inch to three-eighths of an inch apart. This surface texture may be achieved by impressing and removing expanded metal regular industrial mesh into the surface of the ramp while the concrete is in a plastic state; or

3. If both subds. 1. and 2. are not feasible, at a suitable location as near to the crosswalk as practicable. Any safety zone markings required by ordinance shall be provided in the street or town road 40 inches out and parallel with the curb, joining with the standard safety pedestrian crossing markings in the street or town road.

(5) The district attorney, on his or her own motion or upon the complaint of any person, may bring an action in circuit court to enforce this section.

(6) If any person constructs a new or replacement sidewalk or curb, other than the town, city or village with jurisdiction over the curbs or sidewalks, the town, city or village shall inform the person of the requirements of this section. The town, city or village may agree to construct, or bear the cost of constructing, curb ramping required to provide access to sidewalks opposite the new or replacement curb or sidewalk.

History: 1971 c. 283; 1973 c. 98, 243; 1977 c. 29 s. 1654 (3); 1979 c. 272; 1991 a. 32; 1999 a. 150 s. 543; Stats. 1999 s. 66.0909.

66.0911 Laterals and service pipes. If the governing body by resolution requires water, heat, sewer and gas laterals or service pipes to be constructed from the lot line or near the lot line to the main or from the lot line to the building to be serviced, or both, it may provide that when the work is done by the city, village or town or under a city, village or town contract, a record of the cost of constructing the laterals or service pipes shall be kept and the cost, or the average current cost of laying the laterals or service pipes, shall be charged and be a lien against the lot or parcel served.

History: 1983 a. 532; 1999 a. 150 s. 545; Stats. 1999 s. 66.0911.

66.0913 City and county projects, individual or joint; revenue bonding.

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City of Ashland, Wisconsin
Wastewater Utility
Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction Projects

Last revision 3/3/2021

1.0 PURPOSE

The intent of this interim policy is to provide guidance on design and construction practices for the City of Ashland Wastewater Utility (City) capital construction projects involving public sewer mains. These projects typically impact privately owned sewer laterals immediately adjacent and connected to public sewer collection mains.

It is the policy of the City of Ashland that any substantive improvements to privately owned sewer laterals constructed during City projects shall be paid by properties specifically benefitting from the improvement. A fair and equitable methodology for cost recovery that is determined on a reasonable basis is necessary.

The interim policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if they create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 DEFINITIONS

"Building" shall mean any structure containing interior plumbing used for sanitary purposes.

"Capital Construction Project" shall mean activities funded by the City of Ashland Wastewater Utility involving the replacement, rehabilitation, or improvement of the sewer collection system that results in the delivery of new assets within the system. Maintenance, operations and other repair activities are excluded.

"Public Right of Way (ROW)" shall mean a public way or thoroughfare dedicated or platted for public use including but not limited to, a street, road, highway, alley, sidewalk, bicycle path and bridge. A public right-of-way includes that portion between the curb lines or the lateral lines of a public way and the adjacent property lines (commonly referred to as a boulevard or shoulder).

"Public Sewer Main" shall mean the City owned and operated sewer piping and appurtenances located within a public right of way or easement designed to collect and convey wastewater water from multiple sewer lateral connections.

"Sewer Main Rehabilitation"- shall mean the process of repairing, or otherwise upgrading an existing public sewer main through means such as, but not limited to, pipe bursting, grout in place pipe, cured in place pipe, thermoformed pipe and sliplining, that do not require significant excavation or ground disturbing activity.

"Sewer Collection System" shall mean the combination of piping, manholes and other structures that gather wastewater from buildings and convey the flow to the wastewater treatment plant. Other components of the collection system such as lift stations are not relevant to this interim policy.

"Sewer Lateral" Shall mean the privately owned and operated sewer piping and appurtenances connecting the interior plumbing system of a building to a public sewer main. Also referred to as a service lateral.

3.0 BACKGROUND

The City's sewer collection system consists of approximately 60 miles of public sewer main, ranging in size from 2 inch to 36 inch, and over 1,000 manholes. Sewer mains are primarily located in alleyways with a gravel surface but approximately 25 miles of sewer main are located underneath paved roadway surfaces. A small portion of mains are located underneath unimproved surfaces (vacated alleys, City parks, etc).

To maintain reliable sewer collection service and to reduce the impact of infiltration and inflow (I&I) on the sewer collection system, the City is in the process of establishing a program for regular repair, rehabilitation and replacement of sewer mains. Generally, the City will replace sewer mains through excavation and direct replacement of the existing pipe and rehabilitate sewer mains through trenchless technologies, specifically cure in place pipe (CIPP).

4.0 PROJECT CLASSIFICATIONS

Category I- excavation and direct replacement of an existing sewer main located under an unimproved surface, such as a vacated alleyway.

Category II- excavation and direct replacement of an existing sewer main located under a partially improved surface, such as a gravel alleyway.

Category III- excavation and direct replacement of an existing sewer main located under an improved surface, such as a paved roadway.

Category IV- rehabilitation of an existing sewer main located under an unimproved surface, such as a vacated alleyway or a partially improved surface, such as a gravel alleyway through trenchless technology.

Category V- rehabilitation of an existing sewer main located under an improved surface, such as a paved roadway.

5.0 RELATED ORDINANCES

- Chapter 711 Ordinance for a Publicly Owned Treatment Works and Collection Systems
- Chapter 612 Street and Utility Construction Standard and Special Assessment Policies
- Chapter 501 Public Right of Way Regulation

6.0 LEVEL OF SERVICE

The level of service provided by the City to private sewer laterals during capital construction projects is presented for each of the above described project classifications.

Category I- replace existing sewer lateral to the edge of the public right of way (ROW) in a manner that does not reduce or otherwise restrict flow from the existing lateral.

Category II- replace existing sewer lateral to the edge of the public right of way (ROW) in a manner that does not reduce or otherwise restrict flow from the existing lateral

Category III- replace existing sewer lateral to the edge of the public right of way (ROW) in a manner that does not reduce or otherwise restrict flow from the existing lateral pipe.

Category IV- to be determined at a later date in 2021, pending more investigation and analysis of trenchless lateral rehabilitation techniques by City staff.

Category V- to be determined at a later date in 2021, pending more investigation and analysis of trenchless lateral rehabilitation techniques by City staff.

The cost of lateral replacement for Category I, II and III projects shall be paid by assessment, with repayment terms as identified below or as otherwise established by Council.

7.0 BASIS OF ASSESSSMENT & ASSESSABLE PROJECT ELEMENTS

For properties with existing sewer lateral piping consisting of poly vinyl chlorine (PVC) that meets City standards for sanitary pipe material and is in sound condition, as determined by the Director of Public Works or designee, there shall be no basis of assessment. The City will connect the existing sewer lateral to the new sewer main, construct any repairs necessary to complete the connection and restore the lateral to its original functionality. The Director of Public Works or designee must verify the presence of existing PVC piping complying with City specifications from the existing sewer main to the edge of the public ROW in order for this criteria to apply.

Assessments are to be determined on a lump sum basis per sewer lateral.

The cost of any replacement of privately owned sewer laterals shall be recovered by levying an assessment to recover 100 percent of the cost of constructing the improvements.

The Public Works Director will establish the assessment rate for improvements to privately owned sewer laterals on a project by project basis, due to the variety of conditions and factors affecting the cost of each sewer main replacement project. The assessment rate for each project will be subject to Council approval.

All construction shall be in accordance with standards as published in the most recent version of the City of Ashland Standard Specifications for Utility Construction, unless otherwise approved in writing from the Director of Public Works or designee.

Assessable project elements and costs to be included in the assessment computations are described herein:

a. Excavation & Trenching: For the purpose of this paragraph the term “excavation and trenching” shall mean all labor, equipment and materials necessary to adequately dig and construct a trench suitable for housing buried sanitary sewer lateral piping in accordance with federal, state and City standards and specifications. Excavation and trenching shall be included in cost computations.

b. Backfill & Compaction: For the purpose of this paragraph, the term "backfill and compaction" shall mean all labor, equipment, and material necessary to adequately bed or otherwise fill a trench constructed for the purpose of housing buried sanitary sewer lateral piping in accordance with federal, state and City standards and specifications Backfill and compaction shall be included in cost computations.

c. Lateral Piping: For the purpose of this paragraph, the term "lateral piping" shall mean all labor, equipment and material necessary to adequately lay buried piping for a sanitary sewer lateral and connect it to a public sewer main in accordance with federal, state and City standards and specifications Lateral piping shall be included in cost computations.

   Engineering & Administrative Costs: For the purpose of this paragraph, the term "engineering and administrative costs" shall mean all professional services, equipment, and labor necessary for construction staking and inspection by Public Works staff or designated agents. A charge equal to 15% of the construction costs shall be add to the cost of constructing the improvements to privately owned sewer laterals.

8.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of assessments.

a) Assessments shall be for 100% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set and adopted by Council on a project by project basis

b) Assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments per Ordinance 612.

c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.

d) Assessments shall be due in full upon sale or transfer of the property.

e) The payment of assessments through installments may be extended in specific cases in accordance with *Wis. stat.* 66.0715

9.0 MISCELLANEOUS PROVISIONS

This section clarifies special circumstances, which may arise in establishing the benefit to private property owners as a result of improvements to private sewer laterals completed by the City of Ashland.

a) The policies set forth in this document do not alter the requirements of the City’s subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.

b) The City of Ashland shall bear 100% of the costs associated with constructing improvements to sewer laterals serving city-owned properties, including utility owned properties.

c) Property owners arranging for pre-approved contractors and state licensed contractors for replacement of privately owned sewer laterals from the sewer main to the edge of the public ROW, or further, shall not be assessed if arrangements are made with the Director of Public Works or designee. However, they are responsible for ensuring that the work is completed in a manner that does not delay or otherwise disrupt the City of Ashland or its agents in completing all work associated with the related capital construction project and in accordance with Ordinance 711.