

**FOR THE SAFETY FOR OUR CITIZENS AND STAFF, THE CITY OF ASHLAND
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ASHLAND CITY COUNCIL MEETING

Tuesday, April 20, 2021 – 5:30 PM

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Elected Councilors Oath of Office

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

2. ELECTION OF COUNCIL PRESIDENT

A. Acceptance of Nominations from the Floor

B. Close Nominations

C. Vote by Secret Ballot

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

A. March 30, 2021 City Council and Committee of the Whole Meeting Minutes

5. CITIZEN PARTICIPATION PERIOD

6. MAYOR'S REPORT

A. Announcements

B. Appointments

7. CONSENT AGENDA

- A. Approve Moment of Silence or Invocation as Required by Chapter 51.06 Ashland City Ordinances** *(Mayor)*
- B. Reaffirmation of Resolution 16549 Accepting the Nine Tools of Civility Concerning Conduct of the Common Council and Committee of the Whole** *(Mayor)*
- C. Approval to Apply for a Wisconsin Department of Natural Resources Recreation Trails Program (RTP) Grant for Improvements to the Ashland Rails to Trails System** *(Parks)*
- D. Approve an Application for a Temporary "Class B" Retailer's License for Mary McPhetridge, Ashland Area Chamber of Commerce** *(Clerk)*
- E. Approve to Amend Various Chapters within the City of Ashland Code of Ordinances to Correct Grammatical and Numerical Discrepancies** *(Clerk)*
- F. Approve to Accept the 2021 Community Development Block Grant (CDBG) CLOSE Award for Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East** *(Planning)*
- G. Approve to Apply for a Wisconsin Department of Natural Resources Land and Water Conservation Fund (LWCF) Program Grant for the the Ashland Oredock Redevelopment: Diamond Access and Pedestrian Access** *(Parks)*
- H. Miscellaneous Meeting Minutes**

8. NEW BUSINESS

- A. Approve to Amend Chapter 889 Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, Ashland City Ordinances** *(Clerk)* Roll
- B. Approve a Resolution to Designate the Authorized City of Ashland Signatories for the Bankers Life and Casualty Insurance Company** *(Treasurer)* Roll
- C. Approve Change Order #7 & #8 from Nasi Construction LLC for Construction of a New Police Station at 414 11th Avenue West** *(Public Works)* Roll
- D. Approve to Award Contract to Northern Interstate Construction for the Waterfront Access Road Project** *(Public Works)* Roll
- E. Approve to Allocate Funds to TID #9 for Professional Services to Complete a Traffic Impact Analysis and Design of Highway 2 Center Turn Lane for Site Access** *(Planning)* Roll
- F. Approve Contract with Wetlands and Waterways, LLC for Wetland Monitoring Services** *(Planning)* Roll
- G. Approve Contract with Premier Prairie and Wetland Restorations, LLC for Required Wetland Mitigation Bank Vegetation Management** *(Planning)* Roll
- H. Approve a Resolution Designating Signing Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 10, City of Ashland, Wisconsin** *(Planning)* Roll

I. Approve a Development Agreement with El Tarasco, LLC for Commercial Redevelopment of the Timeless Timber Site (Planning) Roll

9. ADJOURNMENT

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

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

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, March 30, 2021 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, March 30, 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.

Franek requested to dedicate the Moment of Silence to the Kevin Rosin Family.

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

ABSENT: Holly George (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Police Chief Willis Hagstrom, Planning Director Megan McBride, Parks Director Sara Hudson, Utility Supervisor Chanz Green, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

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

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

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

Mayor Deb Lewis reminded all of the upcoming election on April 6, 2021. All wards will be voting at the Bretting Community Center on Election Day, although there is still time to vote absentee at City Hall through 5:00 PM Friday, April 2, 2021. Job opportunities currently available at the City include Engineer and summer help. Notification was received this week that the City has been awarded a CDBG Grant for \$520,000 to assist in the reconstruction of 6th Street East, slated for 2022. The Homeless Task Force will be meeting on April 7, 2021, and the Policing Task Force met March 25, 2021 which included a presentation by Chief Bill Hagstrom. Lewis ended with a reminder that the next City Council meeting will not be until April 20, 2021 as a reorganizational meeting.

B. Appointments

The Mayor requested approval of the following appointments to the Historic Preservation Committee: Elizabeth Madsen-Genzler, a re-appointment whose term expires 4/01/24; Magge Ericson, a re-appointment whose term expires 4/01/24. Haas moved, seconded by Moore to approve, and the motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Approval to Enter into a Cooperative Service Agreement (CSA) with USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) for Canada Goose Management (*Parks & Recreation*)

B. Miscellaneous Meeting Minutes

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

7. OLD BUSINESS

A. Approve an Ordinance to Amend Chapter 165 (2020-1938) Comprehensive Fee Schedule to Increase the Licensing Fee for a Mobile Food Concession Vendor (*Clerk*) Roll

Franek moved, seconded by Jackson to approve . Pufall moved to make an amendment to the proposed ordinance change, seconded by Franek, to reduce the fees for the 90-day and 12-

month license. This motion failed 2-8 by voice vote. The original motion to approve the ordinance as recommended passed 8-2 by roll call vote; opposed were Pufall and Franek.

8. NEW BUSINESS

A. Public Hearing for Sidewalk Special Assessments Associated with the Waterfront Access Road Street Reconstruction Project (*Public Works*) Roll

Haas moved, seconded by Ortman to move into public hearing, and was carried unanimously by roll call vote.

Butler made it known that a Class II notice of this public hearing was posted according to State Statute, including publishing in the local newspaper, posting at 3 public locations, and mailings to affected property owners. The Public Works also hosted a Public Information Meeting which was attended by numerous property owners. There were no citizens present at this public hearing who wished to speak.

Ortman moved, seconded by MacKenzie to move out of public hearing, and was carried unanimously by voice vote.

B. Approve Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the Waterfront Access Road Street Reconstruction Project (*Public Works*) Roll

Jackson moved, seconded by Whitebird to approve the final resolution as recommended. The motion passed 8-2 by roll call vote; opposed were Franek and Pufall.

C. Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 or Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Wisconsin State Statute 66.0703 for the Waterfront Access Road Project (*Public Works*) Roll

Haas moved, seconded by Jackson to approve the final resolution as recommended. The motion passed 7-3 by roll call vote; opposed were Ortman, Franek and Ullman.

D. Approval to Award Contract to Michaels Corporation for 2021 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll

Moore moved, seconded by Ortman to approve to award the contract to Michaels Corporation for the amount of \$977,358.00 plus contingency. The motion passed unanimously by roll call vote.

E. Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Ashland City Ordinances, and Award a Contract for Professional Services to Short Elliot, Hendrickson (SEH) for the 2022 Sanitary Sewer Collection System Repair Project (*Public Works*) Roll

Pufall moved, seconded by Haas to waive the advertising requirements and approve to award the contract to Short Elliot Hendrickson for the amount of \$268,800.00. The motion passed unanimously by roll call vote.

F. Approve Contract with Hydro Corp for Cross Connection Services (*Public Works/Utility*) Roll

Ortman moved, seconded by Moore to approve the contract with Hydro Corp for the amount of \$64,332.00 for the three-year project. The motion passed unanimously by roll call vote.

G. Approve Addendum 2 to Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities by and between Northern States Power Company (NSPW) and the City of Ashland (*Parks & Recreation*) Voice

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

H. Approve a Grant Agreement between the State of Wisconsin Department of Administration (WI DOA) Coastal Management Program and the City of Ashland for the Kreher Park Redevelopment: Public Access Trail Project (*Parks & Recreation*) Roll

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

I. Approve a Resolution to Submit a Community Development Investment (CDI) Grant Application to Support Redevelopment of 509-515 Main Street West (*Planning & Development*) Roll

Haas moved, seconded by Tochtermann to approve . The motion passed unanimously by roll call vote.

J. Approve a Resolution to Submit a Wisconsin Economic Development Corporation (WEDC) Idle Sites Redevelopment Program Grant Application to Support Construction of Infrastructure for Redevelopment of the City-Owned Timeless Timber Site (*Planning & Development*) Roll

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

K. Approve Resolution in Support of a Strong State and Local Partnership (*Mayor*) Roll

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

L. Approve Ordinance to Amend Chapter 5 (2020-1937) Ashland City Ordinances, Municipal Board of Absentee Canvassers (*Clerk*) Roll

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

9. ADJOURNMENT

Whitebird moved, seconded by Moore to approve. The motion passed unanimously by roll call 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 **March 30, 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:

The Tuesday, March 30, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 7:35 PM via GoTo Meetings.

1. Roll Call

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

ABSENT: Holly George (excused), Jackie Moore (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Police Chief Willis Hagstrom, Planning Director Megan McBride, and other concerned citizens.

2. Council President's Report

Council President Kevin Haas acknowledged the community efforts in the recent search of Kevin Rosin, and offered his condolences to the family. He also reminded Council that vaccines will be made available on May 1, 2021 for all Wisconsin residents over the age of 16 years. Finally, he thanked MacKenzie, Ullman and Whitebird for their services while serving on Council.

3. Administrator's Report

City Administrator Brant Kucera informed Council that there were six proposals received in response to his Strategic Planning Consultant RFP and will be reviewing them in the upcoming week. Construction on the new police facility continues to move ahead of schedule at 80% complete and anticipated moving in by June. He also gave an update regarding the status of COVID in the area and state.

4. Approval of Agenda

Pufall moved, seconded by Whitebird to approve the agenda, which passed unanimously by voice vote.

5. Committee Updates

Harbor Commission: Pufall - has not met

Plan Commission: MacKenzie - has upcoming meeting on April 6
 Police & Fire: Lewis - recent discussion regarding hiring process for Fire Chief
 Library Board: Jackson - looking to purchase two circulation stations, and new mobile library (bike) arrived
 Housing Authority: Franek - discussed facility updates and repairs
 Housing Committee: Tochterman - no report
 Parks and Rec Committee: Haas - discussed items that were on March 30 Council agenda, "No Mow May" and allowing ball games in the parks this summer
 Public Works Committee: Moore - no report
 Sustainability Committee: Ullman - announced upcoming Clean Sweep event held at WITC and also discussed "No Mow May"
 Historic Preservation Committee: Franek -working on drafting an ordinance regarding demolition, recycling, and reuse
 Disabled Parking Committee: Whitebird - no report
 Source Water Protection Committee: Ortman - no report

6. Discussion Items

- A. Discussion and Possible Action and Approval of Correct Grammatical and Numerical Discrepancies within Various Chapters within the City of Ashland Code of Ordinances to Update and Improve Transparency (*Clerk*)

Whitebird moved, seconded by Jackson to approve the changes made and move the item to the next City Council meeting for final approval. The motion carried unanimously by voice vote.

- B. Continued Discussion and Possible Action Regarding Creating a System for Collection and Analysis of Data Related to the Ashland Police Department

Police Chief Bill Hagstrom talked to Council about the kind of data collected and available through the current police reporting system. Laura Nagro, member of the Ashland County Public Property and Law Enforcement Committee was also recognized to speak to Council.

Kate Ullman shared a link and encouraged Council to review an article from [Collecting, Analyzing, and Responding to Stop Date: A Guidebook for Law Enforcement Agencies, Government and Communities, collecting, Analyzing, and Responding to Stop Date: A Guidebook for Law Enforcement Agencies, Government and Communities.](#)

Tochterman moved, seconded by Ullman and was unanimously approved to ask the Administrator to form a group to include representatives from the police force, Council, and community to further determine what the purpose was for collecting data, and what was to be done with any data collected. It was also suggested to continue this topic at the next scheduled Committee of the Whole meeting.

7. Adjournment

Ullman moved, MacKenzie seconded a motion to adjourn. The motion carried

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:

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: N/A

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

SUMMARY STATEMENT:

Mayor Appointments are still being finalized and will be available prior to the time of the meeting.

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

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

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

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

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

1.	Reso 16549 Accepting the Nine Tools of Civility
2.	Addendum to Resolution 16549 Accepting the Nine Tools of Civility

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

As there are new members of the Common Council who may not be familiar with the Resolution Accepting the Nine Tools of Civility (Resolution 16549), originally enacted in 2008, the Reorganization Meeting represents a fresh start and is an opportune time to refresh everyone's memory of these tools.

RESOLUTION No. 16549 ACCEPTING THE NINE TOOLS OF CIVILITY

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

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

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

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

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

1. Pay Attention. Be aware and attend to the world and the people around you.
2. Listen. Focus on others in order to better understand their points of view.
3. Be Inclusive. Welcome all groups of citizens working for the greater good of the community.
4. Don't Gossip. And don't accept when others choose to do so.
5. Show Respect. Honor other people and their opinions, especially in the midst of a disagreement.
6. Be Agreeable. Look for opportunities to agree; don't contradict just to do so.
7. Apologize. Be sincere and repair damaged relationships.
8. Give Constructive Criticism. When disagreeing, stick to the issues and don't make a personal attack.
9. Take Responsibility. Don't shift responsibility and blame onto others; share disagreements publicly.

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

Addendum to Resolution 16549 Accepting the Nine Tools of Civility

Be it further resolved, that the Mayor and Ashland City Council, newly organized on April 20, 2021, hereby ratify the original action taken on June 10, 2008 and shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

Passed: April 20, 2021

Holly George, Ward 1

Eric Lindell, Ward 6

Laura Graf, Ward 2

Kevin Haas, Ward 7

Sarah Jackson, Ward 3

Charles Ortman, Ward 8

Anne Whiting, Ward 4

Elizabeth Franek, Ward 9

Ana Tochtermann, Ward 5

Dick Pufall, Ward 10

Jackie Moore, Ward 11

ATTEST:

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

SUBJECT: Approval to Apply for a Wisconsin Department of Natural Resources Recreation Trails Program (RTP) Grant for Improvements to the Ashland Rails to Trails System (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks & Recreation Director
Public Works Director

EXHIBITS:	<table border="1"> <tr> <td data-bbox="678 634 760 711">1.</td><td data-bbox="760 634 1529 711">DNR RTP Grant - ARTS Improvements: Sanborn and Waterfront Trail map</td></tr> <tr> <td data-bbox="678 711 760 751">2.</td><td data-bbox="760 711 1529 751">Site Photos</td></tr> </table>	1.	DNR RTP Grant - ARTS Improvements: Sanborn and Waterfront Trail map	2.	Site Photos
1.	DNR RTP Grant - ARTS Improvements: Sanborn and Waterfront Trail map				
2.	Site Photos				

EXPENDITURES REQUIRED: \$ 31,000.00 Fund 453 Waterfront Development
\$ 31,000.00 DNR RTP Grant
\$ 62,000.00 Project Total

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: \$ 31,000 - If awarded - Fund 453 - Waterfront Development

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 Waterfront Development Plan.

SUMMARY STATEMENT:

The Parks and Recreation Department is seeking approval to apply for a WDNR Recreation Trails Program (RTP) Grant for improvements to the Ashland Rails to Trails System (ARTS). This grant would be used stabilize the sloughing bank near the intersection of the Waterfront Trail and Sanborn Avenue. Please see attached map and photos. The damage to shoreline was noticed last fall and spring thaw has caused additional sloughing.

It is estimated that this section of shoreline will need approximately 35 dump truck loads of extra heavy rip rap at \$750.00/load to stabilize the shoreline and rental of a long arm excavator to perform the work, estimated to cost \$15,000. The budget also includes repaving of 450' of trail.

This section of the trail is not being reconstructed in 2021 as part of the WisDOT TAP grant.

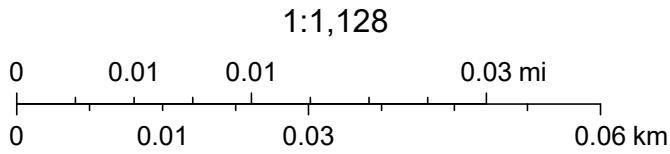
If awarded this would be a 2022 project based on project work load and match funding.

DNR RTP Grant - ARTS Improvements: Sanborn and Waterfront Trail



4/14/2021, 11:45:55 AM

- Override 1
- Parcel Mapping
- Parcel Labels



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



Site Photos:

Ashland Rails to
Trails System
(ARTS)
Waterfront Trail
Section at
the intersection
of Sanborn Ave
and US Hwy 2.



SUBJECT: Approve an Application for a Temporary "Class B" Retailer's License for Mary McPhetridge, Ashland Area Chamber of Commerce (*Clerk*)

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS:

1.	Ashland Area Chamber of Commerce Temporary "Class B" License Application
2.	WI DOR Wine or Beer Walks Fact Sheet

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 15, 2021 that Ashland Chamber of Commerce 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:

Mary McPhetridge of the Ashland Area Chamber of Commerce has applied for a Temporary "Class B" (wine only) Retailer's License for the "Ashland [Wine Walk](#)". The event will be held May 20, 2021 and will take place between 100 block of Main St W and 800 block of Main St W.

The Clerk is asking for Council's approval to issue a Temporary "Class B" wine-only license to Mary McPhetridge representing the Ashland Chamber of Commerce, for the planned Ashland Wine Walk on May 20, 2021 in Ashland's Downtown.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 4/1/2021

☐ Town ☐ Village ☒ City of Ashland

County of Ashland

The named organization applies for: (check appropriate box(es).)

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/20/2021 and ending 05/20/2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Ashland Area Chamber of Commerce

(b) Address 1716 W. Lake Shore Drive

(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 03/25/1920

(d) If corporation, give date of incorporation 03/25/1920

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President John Beirl - 321 W. Main Street

Vice President Michael Bebeau - 2400 Farm Road

Secretary Karen Hansen - 2100 Beaser Avenue

Treasurer Tina Miller - 1319 Sanborn Avenue

(g) Name and address of manager or person in charge of affair: Mary McPhetridge - 1716 W. Lake Shore Drive

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 100 Main Street West to 800 Main Street West

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Businesses from 100 W. Main Street to 800 W. Main Street

3. Name of Event

(a) List name of the event Ashland Wine Walk

(b) Dates of event 05/20/2021

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Mary McPhetridge
(Signature / Date)

Ashland Area Chamber of Commerce
(Name of Organization)

Date Filed with Clerk 4/1/2021

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Wine or Beer Walks
Alcohol Beverage Laws
Fact Sheet 3109

revenue.wi.gov

This fact sheet provides information about the licensing requirements for a wine or beer walk.

A "wine walk" or "beer walk" is a single-day event at which customers are served a glass of beer or wine at multiple locations (e.g., jewelry stores, art galleries, clothing boutiques, salons, furniture stores) during their shopping visits.

Wisconsin law authorizes a municipality to issue Temporary Class "B" (beer) licenses and Temporary "Class B" (wine only) licenses to a qualified organization, including a chamber of commerce or similar civic or trade organization organized under ch. 181, Wis. Stats., to promote economic growth and opportunity within a local geographical area.

Wine Walk

A municipality may issue up to 20 Temporary "Class B" (wine only) licenses to a qualified organization for a wine walk for a specific date and time. The following requirements apply:

- The licenses must be issued to a single qualified organization that is the sponsor of the wine walk
- The licenses must be issued for the same date and time
- An admission fee must be charged for participation and no additional fee can be charged for the wine
- A municipality may authorize the licensee to permit unaccompanied underage persons on the licensee's premises only if the underage person is acting as a designated driver and has been provided a means of identification, such as a wristband, by the licensee
- No person may serve wine after 9 p.m. on premises for which Temporary "Class B" (wine only) licenses are issued for a wine walk
- A qualified organization may receive Temporary "Class B" (wine only) licenses for up to two events during a 12-month period (multiple licenses issued for a wine walk are considered one event)
- A municipality may issue Temporary "Class B" (wine only) licenses for a total of up to two wine walks during a 12-month period
- A licensed premises, such as a restaurant or tavern, may participate in the wine walk but the sponsoring organization cannot be issued a temporary license for a premises that already holds a license

Beer Walk

A municipality may issue Temporary Class "B" (beer) licenses to a qualified organization for a beer walk for a specific date and time. The following requirements apply:

- The Temporary Class "B" (beer) licenses must be issued to a single qualified organization that is the sponsor of the beer walk

- The Temporary Class "B" (beer) licenses must be issued for the same date and time
- An admission fee must be charged for participation in the event and no additional fee can be charged for service of the beer
- Municipalities may authorize a Temporary Class "B" (beer) licensee to permit underage persons on the premises for which a beer license is issued
- No person may serve beer after 12 midnight on premises for which Temporary Class "B" (beer) licenses are issued for a beer walk
- There is no limit to the number of Temporary Class "B" (beer) licenses a municipality may issue to a qualified organization, or a limit on the number of Temporary Class "B" (beer) licenses that may be issued for beer walk events during a 12-month period

Additional Alcohol Beverage Licensing Requirements

Requirements that apply to other alcohol beverage licensees also apply to Temporary "Class B"/Class "B" licenses issued to chambers of commerce and similar organizations, including:

- Licensed operators, or those with privileges of an operator's license, must be present on the licensed premises to serve the wine/beer and/or supervise the service of wine/beer
- Temporary operator's licenses may be issued to persons employed by or donating their services to the qualified organization for the event
- Licensees must purchase all wine or beer from:
 - o Liquor or beer wholesalers
 - o Small winery cooperative wholesalers authorized to sell wine to retail licensees
 - o Breweries/brewpubs authorized to self-distribute to retail licensees

Licensed Operators

Each premises on the wine or beer walk must have licensed operators or those with privileges of an operator's license present to serve or supervise the service of the wine or beer. Licensed operators are persons holding an operator's license, often called a "bartender's license".

- Temporary operator's licenses may be issued to persons employed by or donating services to the qualified organization for the event
- A person may hold two temporary operator licenses per year
- An operator's license is valid **only** within the municipality where issued

License Applications

Applications for temporary licenses to hold a wine or beer walk should be submitted to the municipality by the qualified organization using the Application for Temporary Class "B" / "Class B" Retailer's License ([Form AT-315](#)). Either of the following methods may be used to submit an application:

- A list of each participating location, describing the premises
- A separate application for each of the multiple locations participating in the wine or beer walk

Any Questions?

If you are unable to find an answer to your question about alcohol beverage tax and regulation on the department's website, email, write, or call the department.

Visit our website: revenue.wi.gov
Email: DORAlcoholTobaccoEnforcement@wisconsin.gov
Write: Wisconsin Department of Revenue
Alcohol & Tobacco Enforcement
P.O. Box 8933
Madison, WI 53708-8933
Telephone: 608-266-6701
Fax: 608-261-7049

Last updated August 20, 2018

RECOMMENDATION: NA

CLEARANCES: NA

[illegible]

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CHAPTER 48. ORGANIZATION OF THE PUBLIC WORKS, PARKS AND LEISURE SERVICES RECREATION DEPARTMENTS.

48.01. Responsibility of Public Works. The Public Works Department shall be responsible for maintenance of and improvements on the City's streets, alleys, sewers and other property.

48.02. Responsibility of Park Department. The Park Department shall be responsible for the operation, maintenance and improvements of areas included in the City Park System.

48.03. Responsibility of Director of Public Works. The Director of Public Works shall be responsible for supervision of all employees in the Public Works and Park crews and for preparation and administration of the departmental budgets.

48.04. Responsibility of Director of Leisure Parks and Recreation Services Department. The Director of Leisure Parks and Recreation Department Services shall be responsible for planning and coordinating the delivery of recreational and leisure-park services, supervision of Leisure Services Parks and Recreation Department staff, coordination of Parks and facility requirements with leisure-recreation needs, and preparation and administration of Leisure Services Parks and Recreation Department budget, and assisting with preparation of Park budget.

48.05. Repeal of Ordinances. This ordinance shall repeal Ordinances 867 and 913 in total. Any and all other ordinances in conflict with this ordinance are repealed to the extent of the conflict.

ADOPTED: 48 (1041) 11/13/1984

AMENDMENTS: 48 (1088) 2/10/1987

CHAPTER 134. CODE OF ORDINANCES.

134.01. Adoption. Pursuant to the powers granted to the Common Council of the City of Ashland by sec. 66.0103, Wis. Stats., the Common Council hereby adopts this Code of Ordinances.

134.02. Copy. A copy of this Code of Ordinances has been on file and open to public inspection in the Office of the City Clerk for the City of Ashland for a period of not less than 2 weeks before the adoption of this ordinance.

~~134.05.~~ 134.03 Access. A copy of this Code of Ordinances shall be permanently on file and open to public inspection in the office of the City Clerk for the City of Ashland.

134.04. Repeal. All prior ordinances in effect on the date of approval of this Code and incorporated in this Code are repealed and replaced by this Code.

134.05. Citation. This Code may be cited as “Ashland City Ordinances.” Chapters or sections of the Code may be cited as “Chapter X of the Ashland City Ordinances” or sec. XX.XX of the Ashland City Ordinances.”

134.06. Amendments.

(a) Amendments shall be made by an amendatory ordinance with a sequential number that includes reference to the year of approval; for example, an ordinance approved in the year 2015 may be numbered “Ordinance No. 2015-XXX.”

(b) Amendatory ordinances shall be styled in substantially the form that follows:

Ordinance No. _____

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of _____, 20xx, for the purpose of _____, by amending [or creating, or repealing, or repealing and recreating] Sec _____, Ashland City Ordinances.

(c) Only the substantive language of the amendment shall be included in this Code of Ordinances.

~~134.06.~~ 134.07 Section headings. Section and subsection headings are for the convenience of the reader and are not part of the Code.

~~134.07.~~ 134.08 Conflict with statute. If any chapter, section, or subsection of this Code, or any part thereof, or any amendment hereto, is in conflict with any applicable state statute, the statute shall control, and the remainder hereof not in conflict with the statute shall not be affected thereby and shall remain in full force and effect.

~~134.08.~~ 134.09 Severability. If any chapter, section, or subsection of this Code, or any part thereof, or any amendment hereto, is found to be unlawful for any reason by a Court of competent jurisdiction the remainder hereof shall not be affected thereby and shall remain in full force and effect.

ADOPTED: 134 (1011) 6/14/1983

AMENDMENTS: 134 (2015-1840) 3/31/2015

APPENDIX B, Ch 279
Municipal Bond Amounts

<u>Ordinance #</u>	<u>Violation Description</u>	<u>Forfeiture</u>	<u>CC, PS,JS,CL & Drug , CS, JI</u>	<u>Total</u>
614.01	Abandoned vehicle (7 days)	\$100.00	\$163.50	\$263.50
123	Interfere with Public Works	\$50.00	\$150.50	\$200.50
201.01	Obstructing Streets and Sidewalks	\$25.00	\$144.00	\$169.00
201.02	Littering and Garbage Disposal	\$25.00	\$144.00	\$169.00
201.03(c)	D.C. With Motor Vehicle	\$100.00	\$163.50	\$263.50
201.03(a)	Disorderly Conduct	\$100.00	\$163.50	\$263.50
201.03(d)	Obedience to Officers	\$100.00	\$163.50	\$263.50
201.04	Malicious Mischief / Vandalism	\$100.00	\$163.50	\$263.50
201.05	Unlawful Trespass on RR Property	\$30.00	\$145.30	\$175.30
201.06	Trespass on School Grounds	\$30.00	\$145.30	\$175.30
201.07	Lewdness	\$30.00	\$145.30	\$175.30
201.08	Shoplifting	\$100.00	\$163.50	\$263.50
	Shoplifting \$100.00 and over - State Charge - Retail Theft 943.50			
201.09	Spitting in Public Places	\$25.00	\$144.00	\$169.00
201.10	Truancy	\$25.00		\$25.00
	Truancy-2nd Offense	\$50.00		\$50.00
	Truancy-3rd Offense	\$75.00		\$75.00
	Truancy-4th Offense	\$100.00		\$100.00
	Truancy-Habitual	\$263.50		\$263.50
201.11	Possession and Use of Alcohol by Underage Persons (Under 17 yrs of age)	1st Offense		\$175.30
		2nd Offense		\$213.10
		3rd Offense		\$263.50
If using State Citation for Alcohol Offenses Please Use Bond Book amounts				
201.12	Possession and Use of Controlled Sub.	\$100.00	\$163.50	\$263.50
201.13	Curfew Violation	\$25.00	\$25.00	\$25.00
201.14	Bicycle Violation	\$25.00	\$144.00	\$169.00
201.15	Possession or Use of Weapons	\$200.00	\$189.50	\$389.50
201.17	Concealed Weapon	\$500.00	\$267.50	\$767.50
201.18	Possession of Switchblade Knife	\$250.00	\$202.50	\$452.50
201.19	Entry to Locked Vehicle	\$500.00	\$267.50	\$767.50
201.20	Criminal Trespass to Land	\$100.00	\$163.50	\$263.50

APPENDIX B, Ch 279
Municipal Bond Amounts

201.21	Criminal Trespass to Dwelling	\$200.00	\$189.50	\$389.50
201.22	Theft	\$200.00	\$189.50	\$389.50
201.23	Fraud to Hotel or Restaurant Keeper	\$250.00	\$202.50	\$452.50
201.24	Use of Cheating Tokens	\$200.00	\$189.50	\$389.50
201.25	Operate Veh. w/o Owner's Consent	\$250.00	\$202.50	\$452.50
201.26	Issue of Worthless Check	\$200.00	\$189.50	\$389.50
201.27	Receiving Stolen Property	\$200.00	\$189.50	\$389.50
201.28	Unlawful Use of Telephone or Computer	\$100.00	\$163.50	\$263.50
201.29	Contributing to Delinquency of Child	\$250.00	\$202.50	\$452.50
201.30	Prohibiting Swimming at Kreher Park	\$25.00	\$144.00	\$169.00
201.32	Underage Tobacco - Possession	\$25.00		\$25.00
	Underage Tobacco- Possession- 2nd Offense	\$50.00		\$50.00
202	Loud Noises	\$100.00	\$163.50	\$263.50
203.01	Loitering	\$100.00	\$163.50	\$263.50
206	False Fire Alarms	\$100.00	\$163.50	\$263.50
208	Shooting Arrows	\$100.00	\$163.50	\$263.50
209	Watercraft Regulations	\$100.00	\$163.50	\$263.50
210	Unlawful Sheltering of Minors	\$100.00	\$163.50	\$263.50
211	Excessive False Alarms	\$50.00	\$150.50	\$200.50
212	House Numbering			\$0.00
351.02	Dogs and Cats at Large	\$25.00	\$144.00	\$169.00
	2nd offense	\$50.00	\$150.50	\$200.50
351.1	Dogs to be Licensed	\$100.00	\$163.50	\$263.50
351.04	Barking Dogs	\$25.00	\$144.00	\$169.00
351.26	Cruelty to Animals	\$100.00	\$163.50	\$263.50
351.28	Shelter for Animals	\$100.00	\$163.50	\$263.50
354	Prohibiting the Feeding of Deer in City Limits	\$50.00	\$140.10	\$190.10
454	Planting - Maint.- Removing Trees/Shrubs	\$100.00	\$163.50	\$263.50
463	Rules for Use & Conduct in Parks	\$100.00	\$163.50	\$263.50
463.06	Park Hours	\$100.00	\$163.50	\$263.50
491	Vehicles and People at Airport	\$100.00	\$163.50	\$263.50
502	Use of Streets and Sidewalks	\$100.00	\$163.50	\$263.50
503	Heavy Traffic Routes	\$100.00	\$163.50	\$263.50

APPENDIX B, Ch 279
Municipal Bond Amounts

504	Vehicular Traffic Ordinance - See State Bond Schedule			
505	Snowmobile Ordinance - See State Bond Schedule			
507	Operation of ATV's in City Limits	\$250.00	\$202.50	\$452.50
857	Fireworks	\$100.00	\$163.50	\$263.50
862	Unauthorized Connection to Cable	\$100.00	\$163.50	\$263.50
882	Arcade License	\$250.00	\$202.50	\$452.50
889	Peddlers and Transient Merchants	\$500.00	\$267.50	\$767.50
911	Taxi cab Ordinance	\$100.00	\$163.50	\$263.50
921	Alcoholic Beverages in Certain Areas	\$50.00	\$150.50	\$200.50
922	Liquor License	\$100.00	\$163.50	\$263.50
933	Bicycles and Skateboards	\$25.00	\$144.00	\$169.00
978	Burning of Grass and Leaves	\$50.00	\$150.50	\$200.50
201.03(c)	Obstructing Officer or Resisting	\$100.00	\$163.50	\$263.50
922.41	Drinking in Public Places	\$100.00	\$163.50	\$263.50

Mar-21

CHAPTER 476. ORDINANCE TO ANNEX LAND (TOWN OF EILEEN).

476.01. Acquisition. The City of Ashland, pursuant to the authority granted by Wisconsin Statute 66.0223 hereby annexes the following described property owned by the City of Ashland located in the Town of Eileen, Bayfield County, Wisconsin:

Parcel 1. A parcel of land being a part of the SE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 24, Township 47 North, Range 5 West, Town of Eileen, Bayfield County, Wisconsin, more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of Section 24, Township 47 North, Range 5 West and being the place of beginning. Thence N $88^{\circ} 30'$ W, along the East-West quarter line of Section 24, 210.74' to a point; Thence N $17^{\circ} 57'$ E, 710.58' to a point on the East Section line of Section 24; Thence S $0^{\circ} 42'$ W along the East section line of Section 24, 681.56' to the place of beginning. Excepting herefrom all lands previously deeded for Town Road purposes along the above described East line.

Parcel 2. A parcel of land being a part of the NE $\frac{1}{4}$ - SE $\frac{1}{4}$, Section 24, Township 47 North, Range 5 West, Town of Eileen, Bayfield County, Wisconsin, more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of Section 24, Township 47 North, Range 5 West and being the place of beginning; Thence S $0^{\circ} 47'$ W along the East Section line of Section 24, 1006.48' to a point; Thence N $68^{\circ} 51'$ W., 500.00' to a point; Thence N $17^{\circ} 57'$ E., 874.05' to a point on the East-West quarter line of Section 24; Thence S $88^{\circ} 30'$ E along the East-West quarter line of Section 24, 210.74' to the place of beginning. Excepting herefrom all lands previously deeded for Town Road purposes along the above described east line.

476.0302. Filing Copies. Following the passage and publication of this ordinance, the City Clerk shall file seven (7) certified copies of this ordinance together with seven (7) copies of a plat showing the boundaries of the territory annexed to the Office of the Secretary of State of the State of Wisconsin.

ADOPTED: 476 (1584) 11/4/2003

CHAPTER 530. SIDEWALK CONSTRUCTION, MAINTENANCE, AND USE.

530.01. Purpose. The purpose of this policy is to establish objectives, criteria, and procedures for the construction and maintenance of sidewalks. These policies are designed to:

- (a) Establish a policy for locating sidewalks in order to provide the citizens of Ashland with a useful, consistent and safe pedestrian infrastructure while considering special circumstances of neighborhoods;
- (b) Establish a policy of assessments for the costs of constructing, maintaining and repairing sidewalks
- (c) Implement a plan of scheduled City maintenance and inspection of sidewalks;
- (d) Establish design and construction standards;
- (e) Establish a policy of individual responsibility and care;
- (f) Provide a procedure for an orderly system of construction of sidewalks in existing developed areas of the City based on established criteria.

530.02. Sidewalk Location Criteria. The Common Council of the City of Ashland shall determine the location and configuration of sidewalks in the City. It shall be the general practice of the Common Council to provide for sidewalks on all residential and commercial streets and avenues in the City. However, the Common Council recognizes that sidewalks may not be desirable in all circumstances and shall use the following criteria to guide the Common Council and the Department of Public Works in determining whether to locate sidewalks on any particular City street or avenue:

- (a) Streets and avenues in traditional residential neighborhoods or residential neighborhood with densities greater than 2 residential dwelling units per acre shall receive strong consideration by the Common Council for construction of sidewalks.
- (b) Streets and avenues that have a direct relationship with parks, schools, public facilities, places of public assembly or commercial areas shall receive strong consideration by the Common Council for construction of sidewalks.
- (c) Streets and avenues that experience high traffic volume, high traffic speeds and high volumes of pedestrian use that would indicate a safety need shall receive strong consideration by the Common Council for construction of sidewalks.
- (d) Due to the availability of sunlight on the north and east sides of roadways, streets and avenues that are designated to receive a sidewalk on one side only shall have the sidewalk constructed on the north or east side of the roadway.
- (e) The location of sidewalks within the public right-of-way may be adjusted at the direction of the Director of Public Works to accommodate the unique physical characteristics of the

property and to better meet the needs or concerns of abutting property owners.

(f) The Common Council may exercise considerable discretion in determining the location of sidewalks in the City and the Common Council recognizes the right of the City to build sidewalks on any public right-of-way that they may determine appropriate.

530.03. Location of Sidewalks. The Department of Public Works shall prepare and maintain a Sidewalk Location Map that shows where sidewalks will be constructed in the City. The Sidewalk Location Map shall indicate the priority status of the street or avenue and whether a sidewalk will be constructed on both sides, or one side only. The map shall be reviewed and approved annually by a resolution of the Common Council and shall be included in the “Comprehensive Sidewalk Policy” which is incorporated here by reference and shall be on file at the office of the City Clerk.

530.04. Multi-Year Sidewalk Improvement Program. The Public Works Department shall create and maintain a program for the replacement and/or construction of sidewalks. The program shall be a component of the long-range capital improvement program of the City of Ashland. The Public Works Department shall conduct annual inspections of sidewalks located in the public right-of-way. The Department shall maintain a written record regarding the condition of sidewalks in the City and document all removal, repair or replacement activity. In establishing priorities, the Department shall consider the following:

- (a) The condition rating given by the Department during the regular inspections of the sidewalks;
- (b) The estimated pedestrian use that is currently being experienced, or which can reasonably be expected to be experienced, on a designated safe walking route;
- (c) The traffic volume and speed on streets adjoining a designated safe walking route;
- (d) The adequacy of existing safe walking routes to schools;
- (e) The need for sidewalks for one or both sides of the street to establish a safe walking route;
- (f) The capital improvement schedule of adjoining street and utility projects; and
- (g) A property owner or a group of property owners may petition the City for consideration for inclusion and priority status on the Sidewalk Improvement Program.

As part of the annual municipal budget process, the Public Works Director shall present recommendations for the replacement and/or construction of new sidewalks in the City.

530.05. Sidewalk Construction, Maintenance and Repairs. The City of Ashland shall be responsible for construction and physical maintenance and repairs of sidewalks located on the public right-of-way. The City shall assess the costs of sidewalk construction, maintenance and

repairs to abutting property owners in conformance with the Sidewalk Special Assessment Policy. The Sidewalk Special Assessment Policy shall be reviewed and approved annually by a resolution of the Common Council and shall be included in the “Comprehensive Sidewalk Policy” which is incorporated here by reference and shall be on file at the office of the City Clerk. The special assessment policy shall apply to all locations described in Section 530.030 with the following exceptions and criteria:

(a) The developer of any new residential, commercial, or industrial site shall present sidewalk plans to the City for review and approval at the time building plans are submitted and prior to any construction starting. The cost of installing new sidewalks at locations abutting new residential, commercial or industrial construction shall be the responsibility of the developer.

(b) Where sidewalk construction or replacement is incidental to Federal or State highway construction and the costs for the sidewalk construction are borne entirely by the Federal or State Agency.

(c) Where a property owner chooses to construct, replace or repair sidewalk in the abutting right-of-way. The work shall be performed by a pre-approved Contractor or an “experienced and qualified individual” in good standing with the Public Works Department. The total cost of construction, and removal where necessary, shall be borne entirely by the property owner.

(d) No one shall construct or replace sidewalk in the public right-of-way where it is not provided for in section 530.030 of this ordinance.

(e) Funding for sidewalk construction, maintenance, replacement and removal shall be considered each year by the City Council as part of their annual budget deliberations.

530.06. Abandonment of Sidewalks. The Department of Public Works will be responsible for the removal of unsafe sidewalks in the City, where those sidewalks exist on roadways that are not designated for sidewalks in this Ordinance. The Public Works Department shall remove and dispose of the concrete from abandoned sidewalks at no cost to the abutting property owner. Upon removal of the concrete, the Department shall repair improved driveways and/or walkways damaged as a result of the sidewalk removal. The Department will place clean fill material and plant grass seed in the remaining excavated area. Adjoining property owners shall be responsible for the watering and care of the newly landscaped area.

530.07. Sidewalk Construction. All sidewalk construction, on public right-of-ways, shall be in strict compliance with the Standard Specifications for Sidewalk Construction developed and approved by the Public Works Department of the City of Ashland. The Standard Specifications for Sidewalk Construction shall be included in the “Comprehensive Sidewalk Policy” which is incorporated here by reference and shall be on file at the office of the City Clerk. The Department shall provide a copy of this Ordinance and a copy of the “Comprehensive Sidewalk Policy” to any person or contractor intending to complete sidewalk improvements in the City. In addition to the construction requirements listed in the Standard Specifications, the following construction requirements must be followed:

(a) A right of way permit issued under Chapter 501 must be obtained from the Public Works

Department prior to digging, excavating, trenching, auguring, or jacking within any street right of way.

(b) Anyone completing unapproved sidewalk construction shall be subject to a fine or forfeiture as provided by these Ordinances and may be required to remove or replace the unapproved sidewalk at their own expense if the sidewalk does not meet the standards of the City.

(c) The person or contractor holding the right-of-way permit for sidewalk construction or maintenance is responsible for the safety of pedestrians and vehicular traffic in the immediate area of the construction site.

(d) All sidewalks constructed within the City shall meet the requirements and provisions set forth in the Americans with Disabilities Act.

(e) Deviations from the normal placement of sidewalks may be approved by the Director of Public Works/City Engineer after a complete review of the physical conditions of the property and the impacts on the abutting property owners.

(f) It is the intent of this chapter to limit the construction of sidewalks in the City of Ashland to the streets and avenues identified on the approved sidewalk map as referenced in Section 530.03. Changes to the approved sidewalk map may be made by the City Council after a complete review of the public costs and public benefits that would be anticipated from the proposed change.

530.08. Summer Sidewalk Maintenance. Summer maintenance of sidewalks shall be the responsibility of property owners abutting the City sidewalk. Maintenance shall include, but not be limited to:

(a) Removal of encroachments, hazards or obstructions such as grasses, weeds and vegetation across the width and length of sidewalk abutting the property. It will also include sod, leaves, branches, sand and rock.

(b) Overhanging vegetation, ornaments, decorations, or structures shall not hang below a height of eight feet over the sidewalk grade.

(c) No vegetation, structures, ornaments, or decorations shall encroach upon the sidewalk within a vertical line starting at the inner edge of the sidewalk.

(d) The Public Works Director may order the removal of grasses, weeds, vegetation and other encroachments, hazards or obstructions. Removal shall be the responsibility of the owner(s) of the abutting property. If after adequate notification, the abutting property owner(s) fail to remove the encroachments, hazards or obstructions, then the Public Works Director may arrange for a contractor to undertake the removal. The bill for removal shall be provided to the abutting property owner and if unpaid, a lien may be placed on the abutting property in accordance with sec. 66.615, Wis. Stats.

(e) The Public Works Director may order the removal of any tree that may be causing damage to a sidewalk. Trees located on the public right-of-way shall be removed at the expense of the City of Ashland. Removal of a tree located on private property causing damage to the sidewalk shall be the responsibility of the owner(s) of the abutting property. If after adequate notification to remove a tree causing damage, the abutting property owner(s) fail to remove the tree, then the Public Works Director may arrange for a contractor to undertake the removal. The bill for removal of the tree shall be provided to the abutting property owner and if unpaid a lien may be placed on the abutting property in accordance with sec. 66.615, Wis. Stats.

530.09. Winter Sidewalk Maintenance. The property owner abutting a public sidewalk shall be responsible for the removal of snow from the sidewalk. Snow removal shall include the entire width of the sidewalk and shall be completed no later than 48 hours after a snowfall of two (2) inches or greater. In the case of a snow emergency declared by the City, snow removal shall be completed within 48 hours after the City has declared an end to the snow emergency. Snow removal shall be to the lowest level possible to allow safe travel by pedestrians. The Department of Public Works will be responsible for the removal of snow from sidewalks in the following situations:

(a) The Department may cause the removal of snow and ice from sidewalks that have not been removed in the required time period by the responsible property owners. Failure to remove snow and ice from sidewalks as provided by this Ordinance will result in a fine or forfeiture levied against the abutting property owner as provided by these Ordinances. Also, the Department shall bill the abutting property owner for the full cost of removing the snow and ice and if unpaid a lien may be placed on the property in accordance with Wisconsin Statute (66.615).

(b) The Department will remove snow from the Business District of the City in accordance with the provisions and assessments of ~~Municipal Ordinance Number 533~~ the City of Ashland Sidewalk Policy.

Commented [D01]: Refers to Ch 533 which no longer exists.

(c) The City Council may, after a finding of compelling public safety concern and by formal Resolution, direct the Department of Public Works to accept the responsibility for primary snow removal on a designated sidewalk. In cases where the Department provides primary snow removal services, the abutting property owner will be responsible for any and all secondary snow removal activities, including the shoveling of spillage from City equipment and the scraping, sanding and placing melting agents when appropriate.

(d) The Mayor of the City of Ashland may declare by formal Proclamation an extended winter snow emergency and suspend the requirements for abutting property owners to remove snow and ice from City sidewalks.

530.10. Prohibited Acts The following activities shall be prohibited on City sidewalks:

(a) No one shall damage City sidewalks. Anyone damaging a City sidewalk shall be subject to a fine or forfeiture as provided by the Ashland city Ordinances and will be required to repair

or replace the damaged sections of sidewalk in accordance with City standards.

(b) No one shall park motorized vehicles of any type on, or over, a City sidewalk unless for purposes of temporary loading, or unloading, or those vehicles that are intended for the sole use of a child or those vehicles are considered to be medical apparatus.

(c) No one shall allow an ongoing accumulation of toys, debris, bicycles, or any other item that may be considered unsafe for pedestrian movement.

(d) No one shall place electrical cords, garden hoses, ropes, or cords, or unlighted barricades across City sidewalks during hours of darkness.

(e) No person shall operate motorized vehicles of any type on City sidewalks. Motorized toys used by children, as well as, medical apparatus are exempt from this chapter. Motorized vehicles used for the sole purpose of snow removal are exempt while removing snow.

(f) No bicycles, skateboards, roller blades or roller skates shall be operated upon any sidewalk in any portion of the Central Business District in the area described below. Bicycles, skateboards, roller blades and roller skates may be operated on the sidewalks in public parks and in residential districts, but in single file only. Under all circumstances, the users shall yield the right-of way to pedestrians using the sidewalks, and due and proper care shall, at all times, be exercised by the users for the pedestrians. When approaching a pedestrian on a sidewalk, the speed of a bicycle or skate board shall be reduced to a speed which is no greater than necessary to continue the operation of the bicycle or skateboard without the rider dismounting, and shall not be increased until the pedestrian has passed. When approaching a pedestrian, roller blade and roller skate users shall yield the right-of-way to the pedestrian and slow to a speed which allows for safe, controlled passing of the pedestrian. "Central Business District" sidewalks are defined as those sidewalks lying within the area between US Highway #2 and Third Street and bounded on the East by Stuntz Avenue and on the West by Beaser Avenue.

530.11. Enforcement. Enforcement of these Ordinances shall be a cooperative effort between the Ashland Police Department, Ashland Public Works Department and the City Zoning Administrator. The Police Department shall enforce the provisions of this chapter related to bicycles, roller blades, skateboards, roller skates or motorized vehicle violations. The Public Works Department shall enforce the construction standards and maintenance sections of chapter. The Zoning Administrator shall enforce the restrictions related to placement of items on the sidewalk and property maintenance related violations.

530.12. Penalties.

(a) Anyone violating the provisions of these Ordinances shall forfeit not less than the following:

- (1) 1st Offense: \$25.00
- (2) 2nd Offense: \$50.00

(3) 3rd and subsequent offenses: \$100.00

(b) Forfeitures shall be in addition to any bills issued by the City for work performed, either by or under the direction of the City, to correct conditions leading to a violation of these Ordinances.

ADOPTED: 530 (1629) 5/9/2006

AMENDMENTS: 530 (1692) 11/18/2008, 530 (2015-1853) 9/29/2015,
530 (2019-1913) 2/5/2019

CHAPTER 536. SALT USE ON STREETS.

536.01 Intent. The Common Council of the City of Ashland intends to minimize the harmful or corrosive effects of salt upon motor vehicles, city streets, and vegetation, reduce the pollution of the waters of the state and reduce the driving hazards resulting from salt on windshields by regulating the application of salt to city streets and by promoting the use of mechanical and other environmentally safe methods to provide for the treatment and control of ice and snow.

536.02. Non-Chemical Snow Removal. The Department of Public Works shall maximize the use of mechanical and/or non-chemical means to remove snow and ice from the city streets to promote the safety of the traveling public.

536.03. Restrictions on Use of Salt. For the winter driving period of November 1 to April 30, beginning in 1986, and thereafter, the Department of Public Works may not apply salt to the city streets except as follows:

(a) Air Temperature. If the air temperature is 10 degrees Fahrenheit or above, or the pavement temperature is 20 degrees Fahrenheit or above:

(1) Rate. Highway salt consisting of sodium chloride may be applied to a highway at a uniform rate of not more than 300 pounds per traffic lane, per mile of highway, per application.

(2) Mixture. Sand, or salt and sand mixture, shall be used whenever practical.

(3) Rate of Application. The Department of Public Works may vary the rate of application within the limit of paragraph ~~(b)~~1 above in response to the amount of snow or ice on the city street, traffic density and the weather conditions or forecast.

ADOPTED: 536 (1082) 1/13/1987

CHAPTER 602. REGULATIONS FOR PARKING LOT F (MARINA STORAGE).

602.01. City Parking Lot F. The parcel of land southeast of the intersection of Ellis Avenue North and Marina Drive, described as Parcel #1009, Located in Block 31, Ellis Division.

a. Boat Trailer Parking.

1. Boat trailers may be parked on improved parking lot area for up to 24 hours with valid daily or seasonal boat launch sticker, as directed by the Marina Manager.

2. Boat trailers may be parked on unimproved parking area for up to one week with valid seasonal boat launch sticker or payment of transient slip fee at Marina, as directed by the Marina Manager.

3. Boat trailers may be parked on unimproved parking area in excess of one week with payment of slip rental, monthly, or seasonal fee, as directed by the Marina Manager.

b. Boat Storage & Boat Cradles. Boats may be parked for seasonal storage (depending on space availability) under direction of the Marina Manager for a fee.

c. Fees. Summer and winter storage fees, whether on a trailer on a cradle, are defined in the Comprehensive Fee Schedule, Chapter 165.

602.02. Purpose of Lot. City Parking Lot F shall be used for off-street parking of motor vehicles, boats and boat trailers, snowmobiles and snowmobile trailers, and for the storage of boats and cradles, subject to the conditions, limitations, and provisions of this ordinance.

602.03. Parking Area Designations and Fees. Parking areas and fees shall be designated by the Harbor Commission, with approval by the Common Council. The parking policies and fee schedule shall be attached to this ordinance as Addendum I and incorporated as if fully set forth herein. Signs showing the designated parking areas shall be posted. The parking provisions shall be in effect upon posting of said signs.

602.04. Enforcement. The provisions of this ordinance shall be enforced by the City of Ashland Police Department.

602.05. Penalties. The owner of any vehicle, boat, boat trailer, snowmobile, snowmobile trailer, or boat cradle determined to be in violation of the provisions of this ordinance shall pay a forfeiture of not less than Twenty-Five (\$25) Dollars nor more than One-Hundred (\$100) Dollars. Each day that the violation occurs shall be deemed a separate offense. Any person convicted of violation of this ordinance shall be responsible for all court costs and reasonable attorney fees incurred by the City of Ashland in enforcing this ordinance.

ADOPTED: ~~602 (1433) 5/12/1998~~

Page 602-2

ADOPTED: 602 (1433) 5/12/1998

CHAPTER 603. REGULATIONS FOR VEHICULAR PARKING LOT G (JOHN F. KENNEDY MEMORIAL AIRPORT).

603.01. City Parking Lot G. The parcel of land that terminates County Road K, immediately north of the Airport Terminal building.

603.02. Purpose of Lot. City Parking Lot G shall be used for off-street parking of motor vehicles, subject to the conditions, limitations, and provisions of this policy. Vehicular parking is limited to airport users.

603.03. Parking Area Designation and Fees.

The Airport Commission shall designate parking areas and fees. The parking policies and fee schedule ~~shall be attached to this policy~~ “Addendum I” are as follows, and are incorporated as if fully set forth herein.

(a) Parking Area. Signs showing the designated parking area shall be posted. The parking provisions shall be in effect upon posting of said signs.

(b) Long Term Parking. Motor vehicles utilizing Parking Lot G for monthly parking (greater than fourteen (14) days) will be charged a monthly rate as defined in Chapter 165 Comprehensive Fee Schedule. The annual fee of \$150.00 plus tax if paid in January.

(c) Short Term Parking. Motor vehicles may be parked on the south side of the lot area for up to fourteen (14) days without a parking permit.

(d) Permits. Parking permits may be obtained from the Airport Manager.

603.04. Handicap Parking Area. A portion of Lot G may be reserved for parking of vehicles used by persons with physical disabilities. The reserved for disabled parking area shall be designated with the posting of signs.

603.05. Enforcement. The provisions of this ordinance shall be enforced by the City of Ashland Police Department.

603.06. Penalties. Any citation or tickets issued for violation of this ordinance shall carry penalties as follows:

(a) The owner of any vehicle, determined to be in violation of the provisions of this ordinance shall pay a forfeiture of not less than Twenty-Five (\$25.00) Dollars nor more than One-Hundred (\$100.00) Dollars.

(b) Each day that the violation occurs shall be deemed a separate offense.

(c) Any person convicted of violation of this ordinance shall be responsible for all court costs and reasonable attorney fees incurred by the City of Ashland in enforcing this ordinance.

~~ADOPTED: 603 (1518) 6/26/2001~~

(d) Vehicles unlawfully parked in the permit parking area may be towed away at the owner's expense.

(e) It shall be presumed for the purpose of this ordinance that the registered owner is the operator of the vehicle parked in violation of this ordinance.

(f) Any vehicle parking in the designated lot area must be legally licensed and registered. Vehicles not licensed and registered will be treated as "Abandoned" vehicles under Ordinance #750, The Property Maintenance Ordinance of the City.

CHAPTER ~~612A~~620. SPECIAL ASSESSMENT FOR THE PRENTICE HEIGHTS DEVELOPMENT PROJECT.

~~612A.620~~10. Prentice Heights Development. The Common Council of the City of Ashland has adopted an Ordinance to Approve a Planned Unit Development/General Development Plan in agricultural zoning commonly known as Prentice Heights.

~~612A.620~~11. Location. Prentice Heights is located in Government Lot Two (2), Section Six (6), Township Forty-seven (47) North, Range Four (4) West, City of Ashland, Ashland County, Wisconsin. A map of the Prentice Heights development is attached to Ordinance 806N (1391) as an exhibit.

~~612A.620~~12. Improvements. In connection with, and as a direct result of, the Prentice Heights development, the City of Ashland will be installing and constructing public work and improvements to serve the Prentice Heights development.

~~612A.620~~20. Special Assessment for Improvements. Pursuant to its police powers and Wisconsin Statute 66.62, the Common Council of the City of Ashland does hereby levy upon each of the Units of the Prentice Heights development, a special assessment for the cost of installing and constructing the public work and improvements done to benefit the Units in the Prentice Heights development, said special assessments being on the following terms and conditions:

(a) Total Cost. The total cost of installing and constructing the public work and improvements forming the basis of the special assessments are \$207,940.25. An itemization of said costs is contained on attached Exhibit B.

(b) Special Assessment. There are twenty-two (22) residential Units in the Prentice Heights development. The principal amount of a special assessment in the amount of Nine Thousand Four Hundred Fifty One and 83/100 Dollar (\$9,451.83), (1/22nd of total construction cost), is hereby levied upon each of said Units.

(c) Lien. Such special assessment shall be a lien against the Unit from the date of the levy.

(d) Principal Amount. The principal amount of the special assessment shall accrue interest at the rate of five and one-half percent (5.5%) from August 1, 1997 until fully paid.

(e) Special Assessment Payments. The special assessment shall be paid in full on the earliest of the following dates:

(1) Date of sale of the lot upon which the Unit is located, or

(2) The date of the issuance of a building permit for construction of the Unit, or

(3) August 1, 2007.

~~612A~~620.30. Service of Notice on Developer. A copy of this Ordinance shall be served upon the Prentice Heights developer and owner of the real property in the Prentice Heights

development, Prentice, Inc., at least ten (10) days preceding the date of a public hearing on this Ordinance and the special assessment, which public hearing shall be held prior to the Common Council=s final determination on the special assessments and this Ordinance.

~~612A~~620.40. Appeal. Any person against whose land a special assessment is levied under this Ordinance shall have the right to appeal therefrom in the manner prescribed in Wisconsin Statute 66.60(12) within forty (40) days of the date of the final determination and adoption of this Ordinance by the Common Council of the City of Ashland.

~~612A~~620.50. Record. A copy of this Ordinance shall be recorded in the Office of the Ashland County Register of Deeds following its effective date.

ADOPTED: ~~612A~~620 (1401) 7/29/1997

AMENDMENTS: ~~612A~~620 (1427) 1/27/1998

CHAPTER 612B. SPECIAL ASSESSMENT FOR THE SUPERIOR VIEW SUBDIVISION DEVELOPMENT PROJECT.

612B.10. Superior View Subdivision Development. The Common Council of the City of Ashland has adopted an Ordinance to Approve a Planned Unit Development/General Development Plan in agricultural zoning commonly known as "Superior View Subdivision".

612B.11. Location. Superior View Subdivision is located in the SE 1/4 - SE 1/4 of Section 6 & the NE 1/4 - NW 1/4, NW 1/4 - NE 1/4 & NE 1/4 - NE 1/4 of Section 7, All in T. 47 N., R. 4 W., in the City of Ashland, Ashland County, Wisconsin. A copy of the recorded Superior View Subdivision plat is attached as Exhibit A.

612B.12. Improvements. In connection with, and as a direct result of, the Superior View Subdivision development, the City of Ashland will be installing and constructing public infrastructure improvements to serve the Superior View Subdivision development.

612B.20. Special Assessment for Improvements. Pursuant to its police powers and Wisconsin Statutes 66.62, the Common Council of the City of Ashland does hereby levy upon each of the units of the Superior View Subdivision development, a special assessment for the cost of designing, installing, constructing, and financing the public infrastructure improvements done to benefit the Units in the Superior View Subdivision development, said special assessments being on the following terms and conditions:

(a) Cost of Assessment. The total cost of designing, installing, constructing and financing the public infrastructure improvements forming the basis of the special assessments is \$1,013,000. An itemization of said costs is contained on attached Exhibit B.

(b) Principal Amount of Assessment. There are fifty-seven (57) residential units in the Superior View Subdivision Development (including the two (2) small lots along Highway 137). The principal amount of a special assessment in the amount of \$17,771.93 (1/57th of the total construction cost) is hereby levied upon each of said units.

(c) Lien. Such special assessment shall be a lien against the Unit from the date of the levy.

(d) Interest Rate. The principal amount of the special assessment shall accrue interest at the rate of four and 14/100 percent (4.14%), from October 1, 1999 until fully paid.

(e) Paid in Full. The special assessment shall be paid in full on the earliest of the following dates:

- (1) Date of sale of the lot upon which the "Unit" is located, or
- (2) The date of the issuance of a building permit for construction of the "Unit", or
- (3) October 1, 2008.

(f) Purchase Agreement. The developer/owner may enter into a purchase agreement with a builder for purposes of building “spec” homes on lots in the Superior View Subdivision. The City’s Special Assessment would be deferred until the “spec” home is sold or occupied, or for nine (9) months from the date of issuance of a building permit for the “spec” home, whichever comes first. The City agrees to sign an Inter-Creditor Agreement with the holder of the developer’s/owner’s first mortgage lien and with the lending institution that is providing the financing to the builder for construction of the “spec” home which provides that the City’s Special Assessment Lien constitutes a priority security interest over any and all mortgage liens on the property and that the City’s Special Assessment would be paid upon the sale of the “spec” home, sale of the lot to any other person or entity, occupancy of the home by any party, or nine (9) months from the date of the purchase agreement for said lot or the issuance of a building permit for the “spec” home, whichever takes place first.

612B.30. Service of Notice on Developer. A copy of this Ordinance shall be served upon the Superior View Subdivision developer and owner of the real property in the Superior View Subdivision development, at least ten (10) days preceding the date of a public hearing on this Ordinance and the special assessment, which public hearing shall be held prior to the Common Council's final determination on the special assessment and this Ordinance.

612B.40. Appeal. Any person against whose land a special assessment is levied under this Ordinance shall have the right to appeal therefrom in the manner prescribed in Wisconsin Statute 66.60(12) within forty (40) days of the date of the final determination and adoption of this Ordinance by the Common Council of the City of Ashland.

612B. 50. Record. A copy of this ordinance shall be recorded in the office of the Ashland County Register of Deeds following its effective date.

ADOPTED: 612B (1480) 8/31/1999

AMENDMENTS: 612B (1556) 11/5/2002; 612B (1590) 6/29/2004

CHAPTER 612C. SPECIAL ASSESSMENT FOR DESIGNATED PROPERTIES LOCATED NORTH OF CITY HEIGHTS ROAD.

612C.10. City Heights Sanitary Sewer. The City of Ashland has designed, bid and constructed an 8” sanitary sewer to serve certain designated properties located north of City Heights Road.

612C.20. Location. The designated properties abutting and served by the sanitary sewer are listed below:

<u>Property ID #, Property Owner of Record,</u>	<u>Acreage</u>
201-4836-0000, David & Karen Saarinen,	7.10 acre
201-4842-1000, Jerry M. & Donna M. Anderson,	2.36 acre
201-4842-0000, Jon & Mary Bratley Trustees,	4.83 acre
201-4823-0000, Scott & Gail Brown,	2.53 acre
201-4824-0200, Bane & Dana Tyler,	1.25 acre
201-4824-0100, Gary & Kay LaPean,	1.65 acre
201-5167-0000, John & Sheila Schulz,	1.58 acre
201-5162-0000, Barbara & Alvin Bochler,	1.0 acre
201-5161-0000, George D. Anderson,	1.09 acre
201-4856-0000, Randy & Janelle Rust,	1.52 acre
201-4854-0000, Robert & Gail Larson	3.78 acre
201-4853-0000, Presbyterian Congregational Church,	1.72 acre
(see Exhibit C)	

A map showing the designated properties abutting and served by the sanitary sewer is contained on attached Exhibit A.

612C.30. Special Assessment for Improvements. Pursuant to its police powers and Wisconsin Statute 66.0701, the Common Council of the City of Ashland does hereby levy upon each of the properties listed in Section 612C.02, a special assessment for the cost of constructing an 8” sanitary sewer to benefit the designated properties. Said special assessments being on the following terms and conditions:

(a) Total Cost. The total cost of constructing an 8” sanitary sewer forming the basis of the special assessments is \$82,862.25. An itemization of said costs is contained on the attached Exhibit B.

(b) Beneficiaries. There are twelve (12) residential properties that abut and benefit directly from the sanitary sewer. The principal amount of a special assessment in the amount of Six Thousand Nine Hundred and Five and 17/100 Dollars (\$6,905.17), said amount being 1/12th of the total construction cost, is hereby levied equally upon each of the designated residential properties.

(c) Lien. Such special assessment shall be a lien against the property from the date of the levy.

(d) Principal Amount. The principal amount of the special assessment shall be billed to property owners over a Ten (10) year period. The unpaid portion of the principal amount shall accrue interest at the rate of five percent (5%) per annum from October 31, 2000 until fully paid.

(e) Billing Notice. The City Treasurer shall send an annual special assessment billing notice to each property owner by September 1 of each year. The amount of the annual billing shall include the principal and interest amount owing.

(f) Annual Assessment. The annual special assessment shall be due and payable by October 31st of each calendar year. The first annual special assessment shall be due and payable by October 31, 2001. Unpaid annual special assessments shall be listed on the annual property tax bill for collection.

(g) Full Payment. The special assessment shall be paid in full by the property owner by no later than October 31, 2010.

612C.40. Service of Notice. A copy of this Ordinance shall be served on the real property owner of each of the designated properties listed in section 612C.02 at least ten (10) days preceding the date of a public hearing on this Ordinance and the special assessment, which public hearing shall be held prior to the Common Council's final determination on the special assessments and this Ordinance.

612C.50. Appeal. Any person against whose land a special assessment is levied under this Ordinance shall have the right to appeal therefrom in the manner prescribed in Wisconsin Statute 66.0703(12) within forty (40) days of the date of the final determination and adoption of this Ordinance by the Common Council of the City of Ashland.

612C.60. Connection Each assessed property shall be granted one lateral connection to the sewer main with no connection fee charged. Additional connections from an assessed property will be charged the applicable fee.

612C.70. Record. A copy of this Ordinance shall be recorded in the Office of the Ashland County Register of Deeds following its effective date.

ADOPTED: 612C (1503) 11/14/2000

EXHIBIT C
LEGAL DESCRIPTION FOR PARCELS LISTED

201-4836-0000 DAVID & KAREN SAARINEN

A PARCEL OF LAND IN THE E $\frac{3}{4}$ OF N $\frac{1}{2}$ OF SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 7 T47N R4W Desc
In V266 P573 LESS THE E 200' DESC IN V359 P325

201.4842.1000 JERRY & DONNA ANDERSON

A PARCEL OF LAND LOCATED IN THE W1/4 N1/2 SE1/4 NE1/4 SECTION 7 T47N R4W
V483 P599 2.36 AC M/L

201-4842-0000 JON & MARY BRATLEY TRUSTEES

PART OF W1/4 N1/2 SE1/4 NE1/4 DESC V 503 PGS 573 & 911, SECTION 7 T47N R4W
2.36A

201-4823-0000 SCOTT & GAIL BROWN

E1/2 NE1/4 SW1/4 NE1/4 LESS E1/2 SECTION 7 T47N R4W 2.5A V 506 PG 200

201-4824-0200 BANE & DANA TYLER

LOT 2 1.25A CERTIFIED SURVEY 296 V 494 PG 278 WITH EASEMENT A PT SW NE
SEC 7 T47N R4W

201-4824-0100 GARY & KAY LAPEAN

LOT 1 1.65A CERTIFIED SURVEY 296 A PT SW NE SEC 7 T47N R4W V 518 PG 77

201-5167-0000 JOHN & SHEILA SCHULTZ

THE N 218.80' OF LOT 4 & THE N 90' OF THE S 440' OF THE E 126.35' OF LOT 4
CERTIFIED SURVEY #83 EASEMENT INCL. PT. SW NE SECTION 7 T47N R4W V 440
PG 18 & V 497 PG 15

201-5162-0000 BARBARA & ALVIN BOCHLER

E 200' OF LT 1 W/EASEMENT CERTIFIED SURVEY #83 LOCATED SEC 7-T47-R4W

201-5161-0000 GEORGE D. ANDERSON

W 218' OF LT 1 W/EASEMENT CERTIFIED SURVEY #83 LOCATED IN SEC 7-T47-R4W

201-4856-0000 RANDY & JANELLE RUST

N1/2 OF EAST 200' OF N1/2 OF SE1/4 NW1/4 & A 30' EASEMENT DESC V 492 PG 653
SECTION 7 T47N R4W 1.51A

201-4854-0100 ROBERT & GAIL LARSON

PART OF THE N1/2 SE1/4 NW1/4 DESC V 519 PG 455 SECTION 7 T47N R4W 2.27A

201-4853-0000 PRESBYTERIAN CONGREGATIONAL CHURCH

W 150' OF E 500' OF THE N1/2 OF SE1/4 NW1/4 SECTION 7 T47N R4W V269 P242 &
V297 P53 & V484 P773

CHAPTER 705. WATER UTILITY RULES, RATES, AND REGULATIONS.

705.01. Definitions.

(a) Available Utilities. Municipal utilities shall be deemed available when a water or wastewater main exists within a Right-of-Way abutting a property line.

(b) Well Failure. Private or non-community water system producing water containing contaminant levels in excess of the primary drinking water standards contained in Wis. Admin. ch. NR 809, WI Administrative Code.

705.02. Management of Water System. The management, operation and control of the water system for the City of Ashland, hereinafter “City,” is vested in the Common Council of said City. All records, minutes and all written proceedings thereof shall be kept by the City Clerk of the City. The Finance Director of the City shall keep all the financial records.

705.201. Lead & Galvanized Water Service Line Replacement.

- a) Purpose and Intent: The Common Council finds that it is in the public interest and for the protection of public health, safety, and welfare to establish a program for the removal and replacement of lead and galvanized water service laterals within the Ashland Water Utilities System and to that declares the purpose of this ordinance to be as follows:
1. To ensure the water quality at every tap of Utility customers meets the water quality standards under the Federal Safe Drinking Water Act; and
 2. To reduce the lead in City drinking water to meet Environmental Protection Agency (EPA) standards and to protect the health of City residents; and
 3. To meet the Wisconsin Department of Natural Resource (WDNR) requirements for local compliance with the Lead and Copper Rule (see 56CFR6460; Title 40 CFR part 141.80-141.91 and Chapter NR 809.54-809.55 Wisconsin Administrative Code.
- b) Definitions. The following definitions shall apply to this section, in addition to those terms defined in Section 705.01 of this Chapter:
1. Customer-side service line. The property owner’s water service line, from the outlet of the curb stop to the inlet of the customer’s water meter.
 2. Eligible service line. A customer-side water service line that is existing of led or galvanized material, for which the service lateral or main has already been replaced, or in the process of being replaced, with material approved by the City.
 3. Lead service line. A water service line constructed of lead. This term includes the customer-side service line, mains, and service laterals.
 4. Property. Real property as defined in WI § 70.03.
 5. Property owner. A person or legal entity having a possessory interest, legal or equitable, in property which shall include an estate, trust, or lien.

- c) Lead service line replacement requirement. All eligible lead service lines connected to city water service shall be replaced with water service laterals made of material approved by the city, at the property owner's expense or through available financial assistance for customer-side lead service line replacements, in accordance with the requirements of this section.
- d) Identification of lead service lines. For city projects involving water mains or replacement of service laterals, property owners affected by the city project shall be notified in writing at least 30 days prior to commencement of construction. The Director of Public Works or her/his designee shall inspect all connections to the mains for the presence of lead prior to, if possible, or at the time that the mains are to be reconstructed and if unable to gain access for inspection, may pursue an inspection warrant or any other steps necessary to conduct the inspection, and shall collect the cost therefor from the property owner, including by imposition of a special charge.
- e) Customer-side lead service line replacements.
 - 1. In the event that a customer-side service line is found to contain lead or galvanized material, the Director of Public Works or her/his designee shall immediately notify the property owner, in writing, of that fact, whether it is an eligible lead service line, and available funding options. The Director of Public Works or her/his designee shall further provide information to the affected property owner regarding an effective flush of all water lines within the affected property. The affected property owner shall provide proof of arrangements for replacement of the eligible lead service line to the Director of Public Works or her/his designee within 30 days of the date of the notification letter.
 - 2. Replacement of eligible lead service lines shall be completed either in conjunction with the replacement of the city's side of the water service during a utility replacement project, or, shall be replaced within 90 days of notice to the property owner of the presence of lead.
- f) Financial assistance for customer-side lead service line replacements.
 - 1. Customers may apply for financial assistance for lead service line replacement through any available grant source, including those funds provided through the State of Wisconsin's Safe Drinking Water Loan Program.
 - 2. The city may provide financial assistance for customer-side lead service line replacements in the form of grants, loans, or other funding sources. Funds shall be paid directly to a licensed contractor on behalf of the property owner. The total amount of the funds provided shall not exceed the actual cost of replacement of the customer-side lead service line.
- g) Penalty. Failure to commence work on the replacement of the customer-side lead service line when required pursuant to this ordinance, or for such work to be completed within a reasonable time after commencement of the work, shall result in a citation to the property owner. A property owner shall, upon conviction, forfeit to the City a penalty of \$100 per

offense, together with the taxable costs of such action plus reasonable attorney's fees. Each day of continued violation shall constitute a separate offense.

705.03. Construction of Water Lines. The Water Utility of the City shall have the power to construct water lines for public use, and shall have the power to lay water pipes in and through the alleys, streets, and public grounds of the City; and generally, to all such work as may be found necessary or convenient in the management of the water system. The Common Council shall have power by themselves, their officers, agents, and servants to enter upon any land for the purpose of making examination or supervise in the performance of their duties under this Chapter, without liability therefore; and the Common Council shall have the power to purchase and acquire for the City all real and personal property which may be necessary for construction of the water system, or for any repair, remodeling, or additions thereof.

705.04. Condemnation of Real Estate. Whenever any real estate or any easement therein, or use thereof, shall in the judgment of the Common Council be necessary to the water system; and whenever, for any cause, an agreement for the purchase thereof, cannot be made with the owner thereof, the City Attorney shall proceed with all necessary steps to take such real estate, easement, or use by condemnation in accordance with the Wisconsin Statutes, and the Uniform Relocation and Real Property Acquisition Policy Act of 1970, if Federal Funds are used.

705.05. Title to Real Estate and ~~Personalty~~Personal Property. All property, real, personal, and mixed, acquired for the construction of the water system, and all plans, specifications, diagrams, papers, books, and records connected with said water system, and all buildings, machinery, and fixtures pertaining thereto, shall be the property of the said City.

705.06. User Rules and Regulations. The rules, regulations, and water rates hereinafter set forth shall be considered a part of the contract with every person, company, or corporation who is connected with the water system and every such person, company, or corporation by connection with the water system shall be considered as expressing his or their assent to be bound thereby. Whenever any of said rules and regulations, or such others as the said Common Council may hereafter adopt are violated, the service shall be shut off from the building or place of such violation (even though two or more parties are receiving service through the same connection) and shall not be re-established except by order of the Common Council, and on payment of all arrears, the expenses and established charges of shutting off and putting on, and such other terms as the Common Council may determine, and a satisfactory understanding with the party that no further cause for complaint shall arise. In case of such violation, the said Common Council furthermore, may declare any payment made for the service by the party or parties committing such violation, to be forfeited, and the same shall thereupon be forfeited. The right is reserved to the Common Council to change the said rules, regulations, and water rates from time to time as they may deem advisable; and to make special rates and contracts in all proper cases, all subject to the authority of the Wisconsin Public Service Commission.

705.07. Rules and Regulations. The following rules and regulations for the government of

licensed plumbers, water takers and other, are hereby adopted and established.

705.08. Plumbers. No plumber, pipe fitter, or other person will be permitted to do any plumbing or pipe fitting work in connection with the water system without first receiving a license from the State of Wisconsin.

705.09. Lateral Charges. “Street Laterals” will be installed by the Utility (on existing mains) upon payment in advance according to the schedule of charges set by the Public Service Commission of Wisconsin Rate Schedule. If a request for an extension to the system is granted, the cost for such extension, including laterals, will be paid for by the requestor. Upon inspection and approval by the Utility, the extension will be dedicated to the Utility. There will be no additional charge for laterals installed by this method. All plans and specifications must be approved by the Utility before construction begins.

705.10. Tap Permits. After water connections have been introduced into any building or upon any premises, no plumber shall make any alterations, extensions, or attachments, unless the party ordering such tapping or other work shall exhibit the proper permit for the same from the City.

705.11. User to Keep in Repair. All users shall keep their own service pipes in good repair and protected from frost, at their own risk and expense, and shall prevent any unnecessary waste of water.

~~709~~705.12. User to Permit Inspection. Every user shall permit the City Building Inspector or their duly authorized agent, at all reasonable hours of the day, to enter their premises or building to examine the pipes and fixtures and the manner in which the water is used, and they must at all times, frankly and without concealment, answer all questions put to them relative to its use.

~~709~~705.13. Utility Responsibility. It is expressly stipulated that no claim shall be made against said City by reason of the breaking, clogging, stoppage, or freezing of any service pipe; nor from any damage arising from repairing mains, making connections or extensions or any other work that may be deemed necessary. The right is hereby reserved to cut off the service at any time for the purpose of repairs or any other necessary purpose, any permit granted or regulation to the contrary notwithstanding. Whenever it shall become necessary to shut off the water service within any district of the said City, the City shall, if practicable, give notice to each and every consumer within said district, of the time when such service will be so shut off.

~~709~~705.14. Meters. It shall be the duty of the owner of any premises to provide a location for a water meter, and to maintain such locations and passageway thereto, clean and sanitary and free from any obstruction or any conditions of a hazardous nature. No connection for water meters shall be installed in any location not easily accessible, or which is or may be, unclean, unsanitary, or in any manner unsafe to utility employees in the discharge of their duties.

705.15. Excavations.

(a) Placement of removed pavement and earth. In making excavations in streets or highways for laying service pipe or making repairs, the paving and earth removed must be deposited in a manner that will occasion the least inconvenience to the public.

(b) Barricades and lights. No person shall leave any such excavation made in any street or highway open at any time without barricades; and during the night, warning lights must be maintained at such excavations.

(c) Refilling. In refilling the opening, after the service pipes are laid, the earth must be laid in layers of not more than nine inches in depth, and each layer thoroughly compacted to prevent settling. This work, together with the replacing of sidewalks, ballast and paving, must be done so as to make the street as good, at least, as before it was disturbed, and satisfactory to the City. No opening of the streets for tapping the pipes will be permitted when the ground is frozen.

705.16. Tapping the Mains.

(a) Tapping water mains. No persons, except those having special permission from the City, or persons in their service and approved by them will be permitted, under any circumstances to tap the water mains or distribution pipes. The kind and size of the connection with the pipe shall be that specified in the permit or order from said City.

(b) Location of tap. Pipes should be tapped on the top half of the pipe, and not within six inches (15cm) of the joint, or within 24 inches (60cm) of another connection.

705.17. Installation of House Laterals.

(a) Water lines on private property. All water lines on private property, whether underground or within a structure, will be installed in accordance with State of Wisconsin Administration Code.

(b) Building water lines. The building's water line shall be inspected upon completion of placement of the pipe and before backfilling and, tested before or after backfilling.

705.18. Water Service Rates. So called standard rules published by the Public Service Commission of Wisconsin (small utility rules), and the rates as provided by the Public Service Commission Finding of Fact, Certification, and Order are hereby adopted by the Common Council, as applicable to the Water Utility.

705.19. Mandatory Hook-up.

(a) Connection to public water system. The Owner or Occupant of any building, used for residential, commercial, industrial, governmental, or other use that requires water, situated within the City which is abutting to or having a permanent right of access to any street, alley, or right-of-way in which there is located a Municipal Water System shall, if applicable, cease using any

other method of domestic potable water service and at the owner's expense shall connect the Private Water System to the Municipal Water System in accordance with the provisions of this chapter within one hundred eighty (180) days after official notice from the City to do so.

(b) Annexed property. Notwithstanding the foregoing requirement, any Property annexed into the City or adjacent to a new Water Main may request a delay in complying with the mandatory connection provided for herein by means of application to the Public Works Director. Delayed compliance shall be granted by the Public Works Director only if the applicant establishes to the satisfaction of the Public Works Director that the applicants' existing water system functions properly and meets all current health and safety requirements. To demonstrate the well meets health and safety standards, the applicant shall submit laboratory test results from a state certified laboratory indicating the well is free from Coliform Bacteria and the nitrate levels are below 5mg/l. Any delay granted pursuant to this section shall be for a period of 6 (six) years. At the end of this period, the applicant may request from the Public Works Director additional 6 (six) year extensions. Each additional delay shall be granted so long as the applicant again establishes to the satisfaction of the Public Works Director that applicant's existing water system functions properly and meets all current health and safety requirements as defined above. Any delay granted pursuant to this section shall be automatically terminated if said property meets any of the provisions listed in subsection (d) below.

(c) Failure to comply with the above requirements. The City may opt to impose a penalty for the period the violation continues, after ten (10) days written notice to any owner failing to make a connection to the water system in an amount equal to the average residential user cost (per residential unit equivalent) per month plus 12% for administrative cost, for each residential unit equivalent for the period in which the failure to connect continues, and upon failure to make such payment said charge shall be assessed as a special tax lien against the property, all pursuant to Section 144.06 Wisconsin Statutes.

(d) Newly installed mains. Properties served by newly installed water main adjacent to the property and which have been granted a delay in compliance per subsection 705.19 (b), need not hook up to the City of Ashland water system until the occurrence of the earliest of the following events:

(1) Failure of the private well or the inability to use the private well for human consumption;

(2) Sale, transfer, change in title, or subdivision of the subject property or any part thereof

(3) Construction of a new dwelling on the property.

705.20. Maintenance of Services. All water services within the limits of the City from the street main to the property line and including all controls between the same will be maintained by the Water Utility without expense to the property owner, except when they are damaged as a result of negligence or carelessness on the part of the property owner, a tenant, or an agent of the

owner, in which case they will be repaired at the expense of the property owner. All water services from the point of maintenance by the Utility to and throughout the premises must be maintained free of defective conditions, by and at the expense of the owner or occupant of the property.

705.21. Payment of Bills.

(a) Failure to Receive Bill No Penalty Exemption. Every reasonable care will be exercised in the proper delivery of water bills. Failure to receive a water bill, however, shall not relieve any person of the responsibility for payment of water rates within the prescribed period, nor exempt any person from any penalty imposed for delinquency in the payment thereof.

(b) Billing. The property owner is held responsible for all water bills on the premises owned. All water bills and notices of any nature, relative to the water service, will be addressed to the owner and delivered to the premises referred to on such bill or notice.

705.22. Penalty for Improper Use.

(a) Pollution. It shall be unlawful for any person to willfully pollute or otherwise injure any water supplied by the water system.

(b) Cross-connections. Cross-connections are not permitted between the water utility system and any other source of water as set forth in Wisconsin Administrative Code.

(c) Private Wells. All private wells which are unused, unsafe, or do not comply with appropriate Wisconsin Administrative Code must be abandoned in compliance with the Code.

705.23. Damage Recovery. The utility shall have the right to recover from all persons any expense incurred by said utility for the repair or replacement of any water pipe, curb stop, gate valve, hydrant, or valve box damaged in any manner by any person by the performance of any work under their control, or by any negligent act. Owners or operators of motor vehicles will be held liable for the cost of repair of any hydrant damaged by them and the utility will not be responsible for the damage due the motor vehicle by reason of such accident.

705.24. Penalties. Any person who shall violate any of the provisions of this chapter or rules or regulations of the City of Ashland; or who shall connect a service pipe without first having obtained a permit therefore; or who shall violate any provisions of the Wisconsin Statutes, Wisconsin Administrative Code, or any other materials which are incorporated by reference, shall upon conviction thereof forfeit not less than \$10 nor more than \$200 and the costs of prosecution. This, however, shall not bar the City from enforcing the connection duties set out in Section 705.19 for mandatory hookup.

705.25. Charges are a Lien on Property. All water services, charges, and special assessments shall be a lien on a lot, part of a lot, or land on which water services were supplied. All sums

which have accrued during the preceding year, and which are unpaid by the first day of October of any year, shall be certified to the City Clerk to be placed on the tax roll for collection as provided by Section 66.069 (1) of Wisconsin Statutes.

705.26. Adoption of Other Rules. There are hereby adopted all the rules and regulations of the State Plumbing and State Building Codes and the building rules of the Department of Safety and Professional Services; and the Department of Natural Resources of the State of Wisconsin, and the rules of the Public Service Commission, insofar as the same are applicable to the City of Ashland. In the event of any conflict between any statute or administrative rule of the State of Wisconsin and the provisions of this chapter, the state statute or rule shall control.

ADOPTED: 705 (1415) 9/30/1997

AMENDMENTS: 705 (1559) 2/11/2003; 705 (1689) 10/28/2008 2021-1940 2/9/2021

CHAPTER 711. ORDINANCE FOR A POTW AND COLLECTION SYSTEM.

711.01 INTENT. An ordinance establishing a sewer use and user charge system in the City of Ashland, County of Ashland, State of Wisconsin, to provide procedures, safeguards and funds to operate and maintain and meet WPDES permit limits at the City of Ashland wastewater collection system and pay for wastewater treatment costs; and

Whereas, the City of Ashland Wastewater Utility, Wisconsin, owns and operates a wastewater treatment works; and

Whereas, the Wastewater Utility must pay all the operation and maintenance expenses associated with said treatment works and charge the users of said treatment works accordingly; and

Whereas the Wastewater Utility by accepting wastewater and septage assumes all risk for treatment and meeting their WPDES permit but reserve the right to permit reasons; and immediately discontinue acceptance of wastewater or septage for operational and

Now, therefore, be it ordained by ~~the Mayor and~~ Common Council of the City of Ashland that the following Sewer Use Ordinance be established.

SEWER USE ORDINANCE
City of Ashland, Wisconsin

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~~ARTICLE I~~

711.02 INTRODUCTION AND GENERAL PROVISIONS

a. This Ordinance regulates the use of public and private sewers and drains, discharge of septage into the public sewerage system, and the discharge of waters and wastes into the public sewerage systems within the City of Ashland. It provides for and explains the method used for levying and collecting wastewater treatment service charges, sets uniform requirements for discharges into the wastewater collection and treatment systems and enables the City of Ashland to comply with administrative provisions, and other discharge criteria which are required or authorized by the State of Wisconsin or Federal law. Its intent is to derive the maximum public benefit by regulating the characteristics of wastewater discharged into the City of Ashland sewerage system.

b. This Ordinance provides a means for determining wastewater and septage volumes, constituents and characteristics, the setting of charges and fees, and the issuing of permits to certain users. Revenues derived from the application of this Ordinance shall be used to defray the costs of operating and maintaining adequate wastewater collection and treatment systems and to provide sufficient funds for capital outlay, debt service costs and capital improvements. The charges and fees herein have been established pursuant to requirements of the Wisconsin Statutes. This Ordinance shall supersede any previous Ordinance, Rules or Regulations; and shall repeal all parts thereof that may be inconsistent with this Ordinance. If there is any conflict between this Ordinance and any applicable Statute, the State Statute shall be controlling.

~~ARTICLE II~~

711.03

DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

a. ~~APPROVING AUTHORITY~~ Approving Authority shall mean the City of Ashland, or its duly authorized committee, agent, or representative.

b. Ammonia Nitrogen (NH . -N) shall mean one of the oxidation states of nitrogen, in which nitrogen is combined with hydrogen in molecular form as NH₃ or in ionized form as NH₄. Quantitative determination of ammonia nitrogen shall be made in accordance with procedures set forth in “standard methods” or Chapter NR 149 of the Wisconsin Administrative Code.

c. Available Utilities: Municipal utilities shall be deemed available when a water or wastewater main exists within a Right-of-Way abutting a property line.

d. ~~BIOCHEMICAL OXYGEN DEMAND~~ Biochemical Oxygen Demand (BODE) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at 20 degrees Centigrade, expressed as milligrams per liter. Quantitative determination of

BOD shall be made in accordance with procedures set forth in the most recent edition of “Standard Methods.”

~~e. BUILDING DRAIN~~Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the wall of the building and conveys it to the building sewer.

~~f. BUILDING SEWER~~Building Sewer shall mean the extension from the public sewer or other place of disposal beginning outside the inner face of the building wall.

~~g. CHEMICAL ELEMENTS AND COMPOUNDS~~Chemical Elements and Compounds that are typically found in wastewater and may be regulated by this ordinance: These are as follows:

Aldrin	C ₁₂ H ₈ Cl ₆
Ammonia Nitrogen	NH ₃
Arsenic	As
Benzene	C ₆ H ₆
Benzo(a) Anthracene	C ₁₈ H ₁₂
Benzo(a) pyrene	C ₂₀ H ₁₂
Beryllium	Be
BIS(2-Ethylhexyl) Phthalate	(C ₁₅ H ₃₂ O ₂) ₂
Cadmium	Cd
Carbon Tetrachloride	CCl ₄
Chlordane	C ₁₀ H ₆ Cl ₈
Chloroform	CHCl ₃
Copper	Cu
Chromium	Cr
Cyanide	CN
DDT	(C ₁₄ H ₉ Cl) ₂

DDD	(C1C6H4)2CHCHC12
DDE	(C1C6H42)CCC12
Dieldrin	C12H10OC16
3,3-Dichlorbenzidine	C6H3CINH2C6H3CINH2
Dichloromethane	CH2C12
2,4-D	C6H3(OCH2 OOH)C12
Dimethyl Nitrosoamine	(CH 3)2NNO
Endrin	C12H10 O C16
Heptachlor	C10H7Cl7
Hexachlorobezene	C6C16
Hexachlorobutadiene	C4C16
Lead	Pb
Lindane	C6H6C16
Malathion	C10H19O6PS2
Mercury	Hg
Molybdenum	Mo
Nickel	Ni
Nitrogen	N
PCB's	C12H10 C12H9C1 C12HBC12 C12H7 C13 C12H6C14 C12H5C15 C12H4C16 C12H3Cl7 C12H2C18 C12HIC19 C12ClI0

Pentachlorophenol	C6Cl5OH
Phenanthrene	C14H10
Phenol	C6H5OH
Phosphorous	P
Phosphate	PO4
Radium	Ra
Selenium	Se
Tetrachloroethylene	CCl2CCl2
Toxaphene	C10H10Cl8
Trichloroethylene	CHClCCl2
2, 4, 6-trichlorophenol	C6H2Cl3OH
Vinyl Chloride	CH2CHCl
Zinc	Zn

~~h. COMBINED SEWER~~Combined Sewer shall mean a sewer intended to serve as a sanitary sewer and a storm sewer.

~~i. COMPATIBLE POLLUTANTS~~Compatible Pollutants shall mean biochemical oxygen demand, suspended solids, phosphorus, ammonia, or pH, plus additional pollutants identified in the WPDES permit for the publicly owned treatment works receiving the pollutant if such works were designed to treat such additional pollutants to a substantial degree.

~~j. Failing Private Sewage System:~~ System defined under § 145.245 (4), Wisconsin Statute. A holding tank which discharges sewage to the ground surface, including intentional discharges and discharges caused by neglect, shall be considered a failing private sewage system.

~~k. FLOATABLE OIL~~Floatable Oil shall mean oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater or septage shall be considered free of floatable fat if it is properly treated and the wastewater does not interfere with the collection or treatment system.

~~l. GARBAGE~~Garbage shall mean the residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.

~~m. GROUND GARBAGE~~Ground Garbage shall mean the residue from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particulates will no greater than one-half (1/2) inch in any dimension and will be carried freely in suspension under normal flow conditions in sewers.

~~n. HOLDING TANK SERVICE AREA~~Holding Tank Service Area — shall mean the area outside the POTW's sewer service area, but inside or equal to the POTW's planning area where a contract has been developed for holding tank wastewater to be treated at the Wastewater Treatment Facility.

~~o. INCOMPATIBLE POLLUTANTS OR WASTEWATER~~Incompatible Pollutants or Wastewater shall mean wastewater or septage with pollutants of such a strength that will adversely affect or disrupt the wastewater treatment processes or effluent quality or sludge quality if discharged to the sewerage system facility.

~~p. INDUSTRIAL WASTE~~Industrial Waste shall mean the wastewater from industrial process, trade, or business, as distinct from sanitary sewage, including cooling water and the discharge from sewage pretreatment facilities.

~~q. LICENSED DISPOSER~~Licensed Disposer shall mean a person or business holding a valid license to do septage servicing under NR 113.

~~r. MAY~~May is permissible.

~~s. MUNICIPAL WASTEWATER~~Municipal Wastewater shall mean the wastewater of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water, and storm water that may have inadvertently entered the sewerage system.

~~t. NATURAL OUTLET~~Natural Outlet shall mean any outlet, including storm sewers, into a water course, pond, ditch, lake or other body of surface water or groundwater.

~~u. "Normal Domestic Strength Wastewater or NdsW"~~"Normal Domestic Strength Wastewater or NdsW" – Wastewater that is primarily introduced by residential users with a BOD5 concentration not greater than 250 mg/l, a suspended solids (TSS) concentration not greater than 250 mg/l and a phosphorous (P) concentration not greater than 10 mg/l.

~~v. "Operation and Maintenance Costs"~~"Operation and Maintenance Costs" – Expenditures for operation and maintenance, including replacement.

~~w. Parts Per Million~~Parts Per Million shall mean a weight-to-weight ratio; the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

x. ~~PERSON~~ Person shall mean any and all persons, including any individual, firm, company, municipal or private corporations, association, society, institution, enterprise, government agency, or other entity.

y. pH shall mean the logarithm of the reciprocal or hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen ion concentration of 10^{-7} .

z. Public Sewer shall mean any sewer provided by or subject to the jurisdiction of the City of Ashland Wastewater Utility. It shall also include sewers within or outside the corporate boundaries that serve one or more personnel and ultimately discharge into the City of Ashland sanitary sewer system, even though those sewers may not have been constructed with City of Ashland Wastewater Utility funds.

aa. Replacement – Obtaining and installing of equipment, accessories, or appurtenances which are necessary during the design or useful life of the treatment works, whichever is longer, to maintain the capacity and performance for which such works were designed and constructed.

bb. Replacement Costs – Expenditures for replacement.

cc. Sanitary Sewage shall mean a combination of liquid and water-carried wastes discharged from toilets and/or sanitary plumbing facilities, together with such ground, surface, and storm waters as may have inadvertently entered the sewerage system.

dd. Sanitary Sewer shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with small quantities of ground, storm, and surface waters that are not admitted intentionally.

ee. Septage shall mean the wastewater or contents of septic or holding tanks, dosing chambers, grease interceptors, seepage beds, seepage pits, seepage trenches, privies or portable restrooms.

ff. Sewage is the spent water of a community. The preferred term is “municipal wastewater”.

gg. Sewer Service Areas are the areas presently served and anticipated to be served by a municipal wastewater collection system. State regulations (NR 121.05) require that water quality management plans delineate sewer service areas of urban areas with a population of over 10,000. Approved facility plans contain less detailed sewer service areas for communities under 10,000 population.

hh. Sewer Service Charge is a service charge levied on users for the wastewater collection and treatment facilities for payment of use-related capital expenses as well as the operation and maintenance costs, including replacement of said facilities.

ii. Sewer System means the common sanitary sewers within a sewerage system which are primarily installed to receive wastewaters directly from facilities which convey wastewater from individual structures or from private property, and which include, service connection “Y” fittings designed for connection with those facilities. The facilities which convey wastewater from individual structures, from private property to the public sanitary sewer, or its equivalent, are specifically excluded from the definition of “sewerage collection system”; except that pumping units and pressurized lines for individual structures or groups of structures may be included as part of a “sewer system” when such units are cost effective and are owned and maintained by the sewerage owner.

jj. Sewerage System means all structures, conduits and pipes, by which sewage is collected, treated, and disposed of, except plumbing inside and in connection with buildings served, and service pipes, from building to street main.

kk. “Shall” is mandatory.

ll. Slug Load shall mean any substance release at a discharge rate and/or concentration which cause interference to wastewater treatment processes or plugging or surcharging of the sewer system.

mm. Standard Methods shall mean the examination and analytical procedures set forth in the most recent edition of “Standard Methods for the Examination of Water, Sewage, and Industrial Wastes” published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

nn. Storm Drain (sometimes termed “storm sewer”) shall mean drain or sewer for conveying surface water, groundwater, subsurface water or unpolluted water from any source.

oo. Storm Water Runoff shall mean that portion of the rainfall that is collected and drained into the storm sewers.

pp. Suspended Solids shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, septage, or other liquids, and that is removable by laboratory filtering as prescribed in “Standard Methods” and is referred to as nonfilterable residue.

qq. User – Any person who discharges, or causes or permits the discharge of, wastewater into the City’s wastewater treatment works.

rr. User Charge – A charge levied on users of the wastewater treatment works for the user’s proportionate share of the cost of operation and maintenance, including replacement.

ss. Wastewater Facilities shall mean the structures, equipment, and processes required to collect, carry away, store, and treat domestic and industrial waste and septage and dispose of the effluent and sludge.

tt. Wastewater Treatment Works shall mean an arrangement of devices and structures for treating wastewater, septage, industrial waste, and sludge. Sometimes used as synonymous with waste treatment.

uu. Watercourse shall mean a natural or artificial channel for the passage of water, either continually or intermittently.

vv. Wisconsin Pollutant Discharge Elimination System (Wpdes) Permit is a document issued by the Wisconsin State Department of Natural Resources which establishes effluent limitations and monitoring requirements for the municipal wastewater treatment facility.

ARTICLE III

711.04 MANAGEMENT, OPERATION AND CONTROL

1a. —The management, operation and control of the sewer system for the City of Ashland vested in the Wastewater Utility; all records, minutes and all written proceedings thereof shall be kept by the Wastewater Utility; the City Finance office shall keep all the financial records.

2b. —Construction. The City of Ashland Wastewater Utility shall have the power to construct sewer lines for public use, and shall have the power to lay sewer pipes in and through the alleys, streets, and public grounds for the City of Ashland; and generally, to do all such work as may be found necessary or convenient in the management of the sewer system. The City of Ashland shall have power by themselves, their officers, agents, and servants, to enter upon any land for the purpose of making examination or supervise in the performance of their duties under the Ordinance, without liability therefore; and the City of Ashland shall have power to purchase and acquire for the Wastewater Utility all real and personal property which may be necessary for construction of the sewer system, or for any repair, remodeling, or additions thereto.

3. c. —Maintenance of Services.

The Owner shall maintain sewer service from the street main to the house and including all controls between the same, without expense to the Wastewater Utility, except when they are damaged as a result of negligence or carelessness on the part of the City of Ashland. All sewer services must be maintained free of defective conditions, by and at the expense of the Owner or occupant of the property. When any sewer service is to be re-laid and there are two or more buildings on such service, each building shall be disconnected from such service and a new sewer service shall be installed for each building.

4d. —Condemnation of Real Estate. Whenever any real estate or any easement therein, or use thereof, shall in the judgment of the City of Ashland be necessary to the sewer system, and whenever, for any cause, an agreement for the purchase thereof, cannot be made with the Owner thereof, the City of Ashland shall proceed with all

necessary steps to take such real estate easement, or use by condemnation in accordance with the Wisconsin Statutes and the Uniform Relocation and Real Property Acquisition Policy Act of 1970, if Federal Funds are used.

~~5e.~~ ~~—~~ ~~Title t~~ ~~To~~ Real Estate ~~a~~ ~~And~~ Personality. All property, real, personal, and mixed, acquired for the construction of the sewer system, and all plans, specifications, diagrams, papers, books and records connected therewith said sewer system, and all buildings, machinery, and fixtures pertaining thereto, shall be the property of the City of Ashland.

ARTICLE IV

711.05 USER RULES AND REGULATIONS

~~GENERAL.~~ The rules, regulations, and sewer rates of the City of Ashland Wastewater Utility hereinafter set forth shall be considered a part of the contract with every person, company or corporation who is connected to or uses the City of Ashland sewer system or wastewater treatment facility and every such person, company or corporation by connecting with the sewer system or wastewater treatment facility shall be considered as expressing their assent to be bound thereby. Whenever any of said rules and regulations, or such others as the Wastewater Utility may hereafter adopt, are violated, the use or service shall be shut off from the building or place of such violation (even though two or more parties are receiving service through the same connection) and shall not be re-established except by order of the Wastewater Utility and on payment of all arrears, the expenses and established charges of shutting off and putting on, and such other terms as the Wastewater Utility may determine, and a satisfactory understanding with the party that no further cause for complaint shall arise. In case of such violation, the Wastewater Utility, furthermore, may declare any payment made for the service by the party or parties committing such violation, to be forfeited, and the same shall thereupon be forfeited. The right is reserved to the City of Ashland to change these said rules, regulations, and sewer rates from time to time as they may deem advisable; and make special rates and contracts in all proper cases.

~~The following rules and regulations for the government of licensed plumbers, sewer users and others, are hereby adopted and established.~~

~~a.~~ Plumbers. No plumber, pipe fitter, or other person will be permitted to do any plumbing or pipe fitting in connection with the sewer system without first receiving a license from the State of Wisconsin and obtaining permission from the City of Ashland. All service connections to the sewer main shall comply with State plumbing code.

~~(+)~~~~b.~~ Mandatory Hook-Up. The owner of each parcel of land adjacent to a waste water main on which there exists a building usable for human habitation or in a block through which such system is extended, shall connect to such system within 180 days of notice in writing from the City. Upon failure to do so, the City may cause such connection to be made and bill the property owner for such costs. If such costs are not paid within 30 days, another said cost shall be assessed as a special tax lien against the property pursuant to Wisconsin Statute 281.45

provided, however, that the owner may, within 30 days after the completion of the work file a written opinion with the City Clerk stating that he or she cannot pay such amount in one sum and ask that the property owner be levied in not to exceed equal annual installments, and the amount shall be so collected with interest at the rate not to exceed 15% per year from the completion of the work, the unpaid balance to a special tax lien.

In lieu of the above, the City of Ashland at its option may impose, after ten (10) days written notice to any owner failing to make a connection to the sewer system, a penalty in the amount of \$1,000 for the period that the violation continues. Upon failure to make such payment, said charge shall be assessed as a special tax lien against the property, all pursuant to Section 144.06.

This ordinance ordains that the failure to connect to the sewer system is contrary to the minimum health standards of the City of Ashland and fails to assure preservation of public health, comfort, and safety of the City of Ashland.

c. **Septic Tank Prohibited.** The maintenance and use of septic tanks, holding tanks and other private sewage disposal systems within the area of the City of Ashland serviced by its sewer system are hereby declared to be a public nuisance and a health hazard. The use of septic tanks, holding tanks or any private sewage disposal system within the area of the City of Ashland serviced by the sewerage system shall be prohibited.

d. **Inflow Connections Prohibited.** No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or indirectly to the wastewater disposal system.

e. **Application For Sewer Service.** Every person desiring to connect or alter an existing connection to the sewer system shall file an application in writing to the Wastewater Utility on such forms as is prescribed for that purpose. Blanks for such applications will be furnished at the office of the Wastewater Utility. The application must state fully and truthfully all the wastes which will be discharged. If the applicant is not the owner of the premises, the written consent of the owner must accompany the application. Persons connected to the sewer system of the City of Ashland are referred to herein as “Users”.

Any new connection(s) to the sanitary sewer system shall be prohibited unless sufficient capacity is available in all downstream facilities including, but not limited to, capacity for flow, BODS, and TSS, as determined by the Superintendent.

If it appears that the service applied for will not provide adequate service for the contemplated use, the Wastewater Utility may reject the application. If the Wastewater Utility approves the application, it shall issue a permit for services as shown on the application.

f. **Application For Septage Disposal.** Between August 1 and September 1 of each year every licensed disposer wishing to discharge septage to the City of Ashland sewer system shall file a nonrefundable filing fee and an application in writing to the Wastewater Utility on such a form as is prescribed for that purpose. During the months of July and August, forms for such application will be furnished at the office of the Wastewater Utility. The application must state

fully and truly the type, frequency, quantity, quality and location of generated septage to be disposed in the City of Ashland sewerage system.

During the month of September, the Wastewater Utility will evaluate the applications and make a determination as to the amount and conditions of septage disposal in the City of Ashland sewerage system. The Wastewater Utility shall approve or reject all applications by October 1 of each year. If the WWTF cannot accept all the proposed septage disposal then consideration shall be given first to those generators of septage that are within the sewer service or holding tank service areas [see NR 205.07(2)(h)].

All Wastewater Utility approvals for septage disposal shall have the conditions that anytime the sewerage system has operational problems, maintenance problems, or threat of WPDES permit violations that are indirectly or directly related to septage disposal, the Wastewater Utility may immediately restrict septage disposal until such time as corrective action or mitigative measures have been taken.

g. Connection Charge.

~~A.~~ 1. Persons attaching to a sewer main shall have the lateral from the sewer main installed at their own expense.

~~B.~~ 2. In addition to all other fees and service charges, every person attaching a lateral to a sewer main shall pay the City of Ashland a one-time connection charge in the amount of \$800 if any of the following conditions apply:

1. The sanitary sewer was constructed with City funds and special assessments were not levied.
2. The sanitary sewer was constructed with City funds and special assessments were levied against the property more than twenty (20) years prior.
3. The property was not identified to be serviced by a sanitary sewer which was constructed and paid for by a private individual or developer.

h. Tap Permits. After sewer connections have been introduced into any building or upon any premises, no plumber shall make any alterations, extensions or attachments, unless the party ordering such tapping or other work exhibits the proper permit for the same from the Wastewater Utility.

i. User ~~t~~Fo Keep ~~H~~In Repair. All users shall keep their own service pipes in good repair and protected from frost, at their own risk and expense, and shall prevent any unnecessary overburdening of the sewer system.

j. Backflow Preventer. All floor drains shall have a backflow prevention valve installed at the owner's expense.

k. User Use Only. No user shall allow other persons or other services to connect to the sewer system through their lateral.

l. Vacating ~~O~~of Premises ~~A~~and Discontinuance ~~o~~Of Service. Whenever premises served by the system are to be vacated, or whenever any person desires to discontinue service from the system; the Wastewater Utility must be notified in writing. The owner of the premise shall be liable for any damages to the property of the system other than through the fault of the system or its employees, representative, or agents.

m. User ~~t~~To Permit Inspection. Every user shall permit the City of Ashland or its duly authorized agent, at all reasonable hours of the day, to enter their premises or building to examine the pipes and fixtures, and the manner in which the drains, and sewer connections operate; and they must at all times, frankly and without concealment, answer all questions put to them relative to its use, all in accordance with this Ordinance and Section 196.71, Wisconsin Statutes.

711.06 INSTALLATION OF HOUSE LATERALS.

All service pipes (laterals) on private property will be installed in accordance with City of Ashland Building Inspection Ordinance 748 and, with State of Wisconsin Administrative Code Chapter ILHR 82 "Design, Construction, Installation, Supervision, and Inspections of Plumbing", especially, Section ILHR 82.04, "Building Sewers".

As required by Section ILHR 82.04(5), all laterals shall be inspected: "The building sewer and/or private interceptor main sewer shall be inspected upon completion of placement of the pipe and before backfilling and tested before or after backfilling."

a. Extensions. The Wastewater Utility shall extend sewer mains to a new person(s) in accordance with the following charges and the following conditions:

When an extension of a sewer main is required by the prospective user, said person shall make an application on such a form as it prescribed for that purpose for such an extension in writing to the Wastewater Utility by filing of such an application, the Wastewater Utility shall first determine the logical location of the next manhole or manholes. Next, the Wastewater Utility shall determine the length and location of the extension, taking into consideration the prospective demands for service, the capacity of downstream facilities, and the orderly development of the particular area. No extension shall be made for a distance less than to the next manhole. All sewer extensions shall be constructed in compliance with local and state laws, ordinances, and regulations.

The person who requests the extension shall pay the entire cost of said extension including the manhole or manholes that are part of the extension. If more than one user is involved, the entire cost shall be divided among these users.

After making the decision as to the length and location of the extension and prior to the time of making the charge to the person(s), the City of Ashland shall determine the benefits to be received by any parcel that can be served by said extension. Before making a determination as to benefits received, the City of Ashland shall first divide the area to be served into logical building lots. The City of Ashland may consider the recommendations of the landowner in determining said building lots if the landowner as part of his or her application accompanies said application with a proposed division of said land into lots for sale or use. In determining the amount to be paid by the original users, if more than one user is involved, the division of the charge shall be made by considering each building lot as a separate user. Payments are to be considered contributions to construction.

b. Utility Responsibility. It is expressly stipulated that no claim shall be made against the City of Ashland or acting representative by reason of the breaking, clogging, stoppage, or freezing of any service pipes; nor from any damage arising from repairing mains, making connections or extensions or any other work that may be deemed necessary. The right is hereby reserved to cut off the service at any time for the purpose of repairs or any other necessary purpose, any permit granted or regulations to the contrary notwithstanding. Whenever it shall become necessary to shut off the sewer within any district of the City of Ashland, the Wastewater Utility shall, if practicable, give notice to each and every consumer within the district, of the time when such service will be shut off.

711.07 EXCAVATIONS.

In making excavations in streets or highways for laying service pipe or making repairs, the paving and the earth removed must be deposited in a manner that will result in the least inconvenience to the public.

No person shall leave any such excavation made in any street or highway open at any time without barricades; and during the night, warning lights must be maintained at such excavations.

In refilling the opening, after the service pipes are laid, the earth must be laid in layers of not more than nine inches in depth, and each layer thoroughly compacted to prevent settling. This work together with the replacing of sidewalks, ballast and paving, must be done so as to make the street as good, at least, as before it was disturbed, and satisfactory to the City of Ashland. No opening of the streets for tapping the pipes will be permitted when the ground is frozen.

711.08 TAPPING THE MAINS.

No persons, except those having special permission from the Wastewater Utility or persons in their service and approved by them, will be permitted, under any circumstances to tap the mains or collection pipes. The kind and size of the connection with the pipe shall be that specified in the permits or order from the Wastewater Utility to ensure that new sewers and connections to the sewer system are properly designed and construction.

Pipes should always be tapped on top, and not within six inches (15 cm) of the joint, or within 24 inches (60 cm) of another lateral connection. All service connections to mains must comply with State plumbing code. Lateral connections to existing sewers shall be made with saddles and by coring the existing sewer or by inserting (cutting-in) a wye or tee into the existing sewer. The lateral/tee connection shall be made with approved adaptors or couplings.

In addition to the charge made as above provided to each lot, each user shall pay the full cost of the lateral from the main to their building.

a. Septage Acceptance Location. Septage shall only be discharged to the City's sewerage system by City-approved and State of Wisconsin licensed disposers and at locations, times, and conditions as specified by the City of Ashland Wastewater Utility.

Septage discharges to Wastewater Utility specified manholes may, under special circumstances, be allowed provided discharge rates are restricted as necessary to facilitate mixing, prevent a backup in the receiving sewer and prevent a slug load to the wastewater treatment facility. Discharges may be limited to the normal working hours of the Wastewater Utility and shall require written documentation of the discharge to be submitted to the Wastewater Utility within one working day of the discharge to the City of Ashland Wastewater Utility sewerage system.

Septage discharges to the septage dumping facility at the wastewater treatment facility shall be limited to the posted normal working hours of the facility. Documentation of the discharge shall be submitted to the Wastewater Utility within one working day of the discharge to the WWTF septage dumping facility.

Forms are prescribed for the purpose of documentation of the discharge will be furnished at the WWTF and will include the following information:

- 1) Name, address and telephone number of the hauler
- 2) License Number
- 3) Type of septage
- 4) Quantity of septage
- 5) Estimated quality of septage
- 6) Location, date, time and feed rate of discharge to the sewerage system
- 7) Source of septage
- 8) Name and address of septage generator
- 9) Other information as required by the Wastewater Utility

b. Additional Authority. The Wastewater Utility may at any time establish specific connection and lateral charges for any main not covered by other provisions in this Ordinance or when the Wastewater Utility has made an extension and the Wastewater Utility has failed to provide lateral or connection charges. It is further provided that Wastewater Utility may amend or alter any connection or lateral charge after its establishment under the terms of this Ordinance or previous Ordinance or Resolutions.

~~ARTICLE V~~

711.09 REGULATIONS

a. General Discharge Prohibitions.

No Discharger shall contribute or cause to be discharged, directly or indirectly, any of the following described substances into the wastewater disposal system or otherwise to the facilities of the Authority:

~~a~~(1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or be injurious in any other way to the operation of the City of Ashland wastewater facilities or wastewater treatment works.

~~b~~(2) Solids or viscous substances which will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater system.

~~e~~(3) Any wastewater having a pH less than 5.0 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the system.

~~d~~(4) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or to exceed the limitation set forth in State or Federal Categorical Pretreatment Standards.

A toxic pollutant shall include but not be limited to any pollutant identified in the Toxic Pollutant List set forth in NR 215 of the Wisconsin Administrative Code.

~~e~~(5) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.

~~f~~(6) Any substance which may cause the City of Ashland effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process.

~~g~~(7) Any substance which will cause the City of Ashland to violate its WPDES and/or other Disposal System Permits.

~~h~~(8) Any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

~~i~~(9) Any wastewater having a temperature which will inhibit biological activity in the City of Ashland treatment works resulting in interference; but in no case, wastewater

with a temperature at the introduction into the Publicly Owned Treatment Works which exceeds 40°C (104°F).

j(10) Any slugload, which shall mean any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a single extraordinary discharge episode of such volume or strength as to cause interference to the Publicly Owned Treatment Works.

k(11) Any unpolluted water including, but not limited to non-contact cooling water.

l(12) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as exceed limits established by the Authority in compliance with applicable State or Federal regulations.

m(13) Any wastewater which causes a hazard to human life or creates a public nuisance.

n(14) Any storm water, surface water, groundwater, roof run-off or surface drainage or any other connections from inflow sources to the sanitary sewer. Such waters may be discharged to a storm sewer or other waterway with permission of the Wastewater Utility.

b. LIMITATIONS ON WASTEWATER STRENGTH

a(1) National Categorical Pretreatment Standards

National categorical pretreatment standards as promulgated by the U.S. Environmental Protection Agency shall be met by all Dischargers of the regulated industrial categories.

b(2) State Requirements

State requirements and limitations on discharges to the Public Owned Treatment Works shall be met by all Dischargers which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this or any other applicable ordinance.

c(3) Right of Revision

The Authority reserves the right to amend this Ordinance to provide for more stringent limitations or requirements on discharges to the Publicly Owned Treatment Works where deemed necessary to comply with the objectives set forth in this Ordinance.

d(4) Dilution

No Discharger shall increase the use of potable or process water in any way nor mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in this Ordinance.

e(5) Supplementary Limitations

No Discharger shall discharge wastewater containing concentrations [and/or mass limitations] of the following enumerated materials, exceeding the following values:

Materials	Concentration (ms/l)	[Mass Limitation]
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f(6) Accidental Discharges

Each Discharger shall provide protection from accidental discharge of prohibited or regulated materials or substances established by this Ordinance. Where necessary, facilities to prevent accidental discharge of prohibited materials shall be provided and maintained as the Discharger's cost and expense. Detailed plans showing facilities and operating procedures to provide this protections shall be submitted to the Authority for review, and shall be approved by the Authority before construction of the facility. Review and approval of such plans and operating procedures by the Authority shall not relieve the Discharger from the responsibility to modify its facility as necessary to meet the requirements of this Ordinance.

Dischargers shall notify the Authority immediately upon the occurrence of a "slugload", or accidental discharge of substances prohibited by this Ordinance. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any Discharger who discharges a slugload of prohibited materials shall be liable for any expense, loss or damage to City of Ashland wastewater facilities or wastewater treatment works, in addition to the amount of any fines imposed on the Authority on account thereof under State or Federal law.

Signs shall be permanently posted in conspicuous places on Discharger's premises, advising employees whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedure.

ARTICLE VI

711.10 SEWER USER CHARGE SYSTEM

a. Definitions. The following terms shall have the following meaning under this Ordinance.

(1) Benefitted Users are all residential users and those other users which would use a residential size water service.

(2) Debt Service Charges shall include all costs associated with repayment of debts incurred for the construction and/or rehabilitation of wastewater collection system and treatment facility.

(3) Non-Benefitted users are those which would need a one inch or larger water meter.

(4) Normal Domestic Strength Wastewater shall mean wastewater with concentrations of BOD's and suspended solids no greater than 250 milligrams per liter (mg/l) and concentrations of phosphorus no greater than 6 mg/l.

(5) Normal User shall be a user whose contributions to the sewerage system consist only of normal domestic strength waste water originating from a house, apartment, flat, or other living quarters occupied by a person or person constituting a distinct household, business or commercial enterprise.

(6) Operation and Maintenance Costs shall include all costs associated with the operation and maintenance of the wastewater collection and treatment facilities.

(7) Replacement Costs shall include all costs necessary to accumulate the resources to replace equipment, the collection system, and other fixed assets as required to maintain capacity and performance during the design life of the facility. A separate, segregated, distinct replacement fund shall be established and used only for replacement of equipment.

(8) Sewer Service Charge is a service charge levied on users of the sewerage system for payment of capital expenses as well as operation and maintenance costs, including replacement of said facility.

(9) Policy. It shall be the policy of the utility to obtain sufficient revenues to pay the costs of operation and maintenance of the sewerage facilities, including a replacement fund, through a system of sewer service charges as defined in this Article. The system shall assure that each user of the sewerage system pays their proportionate share of the cost of such facilities.

(10) Basis for Service Charge. Service charges are based on an annual revenue requirement consisting of operation and maintenance expenses, replacement costs, taxes and debt service. These costs are to be recovered through a volume charge and a fixed charge. The cost allocation between volume and fixed charges shall be according to best management estimates and practices.

b. Fixed Charge.

The fixed charge shall be a minimum monthly charge for all users based on the user's meter size, meter equivalency ratio, monthly equivalency factor and benefitted/non-benefitted status. .

The fixed charge calculation is described below. The fixed charge shall be revised to reflect the actual number and size of users and actual cost no less often than biennially.

Benefitted Monthly Fixed Charge = (Meter) X (Benefitted Monthly)
(Equivalency Ratio) (Equivalency Ratio)

Monthly Non-Benefitted Fixed Charge = (Meter) X (Non-Benefitted Monthly)
(Equivalency Ratio) (Equivalency Ratio)

The meter equivalency ratios are as follows:

<u>Meter Size</u>	<u>Meter Equivalency Ratio</u>
5/8" and 3/4"	1.0
1"	2.5
1-1/2"	5.0
2"	8.0
3"	15.0
4"	25.0
6"	50.0

c. Volume Charge

The volume charge shall be a monthly charge based upon the volume and strength of wastewater discharged by a user to the sewer system. The normal domestic strength volume charge shall be calculated as described below. The normal domestic strength volume charge shall be revised to reflect actual volume cost no less often than biennially.

$$\frac{\text{Annual Cost Allocation to Volume Charge}}{\text{Total Annual Wastewater Volume}} = \frac{\text{Normal Domestic Strength}}{\text{Volume Charge}}$$

The monthly volume charge shall be calculated as follows:

a1) Normal Domestic Strength User

$$\text{Monthly Volume Charge} = \frac{(\text{Normal Domestic Strength}) \times (\text{Monthly Volume of Wastewater Discharged to the Sewer System})}{(\text{User Charge})}$$

b2) Greater Than Domestic Strength Users

Charges to users discharging wastewater greater than normal domestic strength shall be assessed a surcharge based on the amount by which the wastewater exceeds normal domestic strength in accordance with the following formula:

$$\text{Monthly Volume Charge} = (\text{NDS} \times \text{V}) + ((.00834 \times \text{V}) \times [(\text{B\$} \times \text{B\#}) + (\text{S\$} \times \text{S\#}) + (\text{P\$} \times \text{P\#})])$$

NDS	= Normal domestic strength volume charge
V	= Wastewater volume in CCF
B\$	= Cost per pound of BOD above normal domestic strength
B#	= Concentration of BOD from a user above normal domestic strength
S\$	= Cost per pound of SS above normal domestic strength
S#	= Concentration of SS from a user above normal domestic strength
P\$	= Cost per pound of phosphorus above normal domestic strength
P#	= Concentration of phosphorus from a user above normal domestic strength
.00834	= Conversion factor (mg/l to pounds)

In no event will a user pay less than the charge for normal domestic strength wastewater.

e3) Holding Tank Discharges

Charges to licensed dischargers of holding tank wastes shall be computed on the basis described below. Strengths of holding tank discharges shall be monitored on a continuing, ongoing basis and the holding tank volume charge shall be revised to reflect results of the monitoring no less often than biennially.

$$\text{Holding Tank Charge} = (\text{Holding Tank Volume Charge}) \times (\text{Holding Tank Volume}) + \text{Administrative Charge}$$

d4) Septic Tank Discharges

Changes to licensed dischargers of septic tank wastes shall be computed on the basis described below. Strengths of septic tank discharges shall be monitored on a continuing, ongoing basis and the septic tank volume charge shall be revised to reflect results of the monitoring no less often than biennially.

$$\text{Septic Tank Charge} = (\text{Septic Tank Volume Charge} \times \text{Septic Tank Volume}) + \text{Administrative Charge}$$

e5) Leachate Discharges

Charges to licensed dischargers of leachate shall be computed on the basis described below. Strengths of leachate discharges shall be monitored on a continuing, ongoing basis and the leachate volume charge shall be revised to reflect results of the monitoring no less often than biennially.

$$\text{Leachate Charge} = (\text{Volume Charge} \times \text{Leachate Volume}) + \text{Administrative Charge}$$

See Appendix A-Attachments at end of the ordinance.

ARTICLE VII

711.11 CONTROL OF INDUSTRIAL AND SEPTAGE WASTES

a. Industrial Discharges. If any waters, wastes or septage are discharged, or proposed to be discharged, to the public sewerage system contain substances or possess the characteristics enumerated in Article V and which, in the judgment of the Wastewater Utility may be detrimental to the sewerage system, the Wastewater Utility may:

- (1) Reject the wastes.
- (2) Require pretreatment to an acceptable condition for discharge to the sewerage system.
- (3) Require a control over the quantities and rates of discharge.
- (4) Require payment to cover the added cost of handling and treating the waste not required by existing taxes or sewer charges under the provisions of Section IV (C).

b. Control Manholes

- (1) Each person discharging industrial wastes into a public sewer shall construct and maintain one or more control manholes or access points to facilitate observation, measurement, and sampling their waste, including domestic sewage.

(2) Control manholes or access facilities shall be located and built in a manner acceptable to the Wastewater Utility. If measuring devices are to be permanently installed, they shall be of a type acceptable to the Wastewater Utility.

(3) Control manholes, access facilities, and related equipment shall be installed by the person discharging the industrial waste, at their expense, and shall be maintained by the person discharging the waste so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the Wastewater Utility prior to the beginning of construction.

c. Measurement of Flow. The volume of flow used for computing the sewer service and the cost recovery charges for nonseptage disposal shall be based upon the water consumption of the person as shown in the records of meter readings maintained by the City of Ashland Water Utility.

d. Provisions for Deductions. In the event that a person discharging industrial waste into the public sewers produces evidence satisfactory to the Wastewater Utility that more than 10 percent of the total annual volume of water used for all purposes does not reach the public sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the public sewer may be made a matter of agreement between the Wastewater Utility and the industrial waste discharger.

e. Metering of Waste. Devices for measuring the volume of waste discharged may be required by the Wastewater Utility if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of water shall be installed, owned, and maintained by the person discharging the wastewater. Following approval and installation, such meters may not be removed without the consent of the Wastewater Utility.

f. Waste Sampling

(1) Industrial wastes and septage discharge into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said waste at least quarterly. The determination shall be required by the Wastewater Utility.

(2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the Wastewater Utility. A minimum schedule of sampling may be set up by the Wastewater Utility to determine sewer service charges.

(3) Testing facilities shall be the responsibility of the person discharging the waste or septage and shall be subject to the approval of the Wastewater Utility or its duly authorized representatives at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.

g. Pretreatment. When required, in the opinion of the Wastewater Utility, to modify or eliminate wastes that are harmful to the structures, processes, or operation of the sewerage system, the discharger shall provide at their expense such preliminary treatment or processing facilities as may be required to render this waste acceptable for admission to the public sewers.

h. Grease ~~a~~And/~~o~~Or Sand Interceptors. Grease, oil, and sand interceptors shall be provided by the industrial discharger and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the discharger shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Wastewater Utility. Any removal and hauling of the collected materials not performed by the discharger(s) personnel, must be performed by currently licensed disposal firms.

i. Analysis

(1) All measurements, tests, and analysis of the characteristics of water, waste and septage to which reference is made in the Ordinances shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association and "Guidelines Establishing Test Procedures for Analysis of pollutants," (1978, 40 CFR 136). Sampling methods, locations, times, durations, and frequencies are to be determined on an individual basis subject to approval by the Wastewater Utility.

(2) Determination of the character and concentration of the industrial waste shall be made by the person discharging them or their agent, as designed and required by the Wastewater Utility. The Wastewater Utility may also make its own analysis of the wastes and these determinations shall be used as a basis for charges. If the person discharging the waste contests the determination, the Wastewater Utility may elect to have an independent laboratory determine the character and concentration of the waste. Said independent laboratory shall be certified under NR 149 and be acceptable to both the Wastewater Utility and the person discharging the waste. All costs incurred by the independent laboratory in making the determination shall be assumed by the discharger.

j. Submission Of Information. Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, or processing facilities shall be submitted for review by the Wastewater Utility prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

k. Submission ~~of~~ Basic Data. Within three (3) months after passage of this Ordinance, each person who discharges industrial wastes to a public sewer shall prepare and file with the Wastewater Utility a report that shall include pertinent data relating to the quantity and characteristics of the waste discharged to the sewerage system.

Similarly, each person desiring to make a new connection to a public sewer for the purpose of discharging industrial wastes shall prepare and file with the Wastewater Utility a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.

1. Extension ~~Of~~ Time: When it can be determined that circumstances exist which would create an unreasonable burden on the person proposing to discharge a waste, to comply with the time schedule imposed herein, a request for extension of the time may be presented for consideration to the Wastewater Utility.

~~ARTICLE VIII~~

711.12 PAYMENT FOR CHARGES

a. Payment ~~And~~ Penalty. The sewerage service charge shall be Monthly, corresponding to the period of the water bills, and shall be payable to the Wastewater Utility not later than 20 days from the date of the bills are issued. A penalty of 1 percent per month shall be added to all bills not paid by the date fixed for final payment.

b. Charges ~~as a~~ Lien. All sewage charges shall be a lien upon the property serviced pursuant to Section 66.076(7), Wisconsin Statutes, and shall be collected in the manner therein provided.

c. Disposition ~~Of~~ Revenue. The amounts received from the collection of charges authorized by this Ordinance shall be credited to a sanitary sewerage account which shall show all receipts and expenditures of the sewerage system. Charges collected for equipment replacement expenses shall be credited to a segregated, nonlapsing replacement account. These funds are to be used exclusively for replacement. When appropriated by the Wastewater Utility, the credits to the sanitary sewerage account shall be available for the payment of the requirements for operation, maintenance, and replacement of the sewerage system. Any surplus in said account, shall be available for the payment of principal and interest of bonds issued and outstanding, or which may be issued, to provide funds for said sewerage system, or part thereof, and all or a part of the expenses for additions and improvements and other necessary disbursements or indebtedness, and the Wastewater Utility may resolve to pledge each surplus or any part thereof for any such purposes. All present outstanding sewer system general obligation bonds, including the refunding bonds, shall be paid from this fund as to both principal and interest.

d. Additional Charges. Additional charges shall be imposed upon each lot, parcel of land, building, or premises served by public sewer and wastewater facilities located outside the boundaries of the City of Ashland to equalize local capital costs. Such additional charges shall result in a minimum charge for each user according to the schedule for debt repayment from utility revenues. Such additional charges shall be added to the sewer bill for each billing period.

e. Excess Revenues. Excess revenues collected from a user class will be applied to operation and maintenance costs attributable to that class for the next year.

ARTICLE IX

711.13 AUDIT

a. Annual Audit. ~~ANNUAL AUDIT.~~ The Wastewater Utility shall have conducted, an independent Annual Audit, the purpose of which shall be to verify the reasonableness of Utility's financial statements, and also to maintain the proportionality between users and user classes of the user charge system and ensure that adequate revenues are available relative to increasing operation, maintenance and replacement costs and debt retirement. Copies of Audit Reports shall be maintained at the Utility's office and made available to the public upon request.

ARTICLE X

711.15 VIOLATIONS AND PENALTIES

a. Damages. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure of pertinence or equipment which is a part of the sewerage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

b.. Written Notice Of Violation. Any person connected to the sewerage system found to be violating a provision of this Ordinance shall be served by the Wastewater Utility with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Any licensed disposer discharging to the sewerage system, found to be violating a provision of this ordinance or of any conditions of the Wastewater Utility approval for septage disposal, may have their approval immediately revoked. This revocation shall be done in writing and state the reasons for revoking the septage disposal approval.

c. Accidental Discharge. Any person found to be responsible for accidentally allowing a deleterious discharge into the sewerage system which cause damage to the sewerage system and/or receiving water body shall, in addition to a fine, pay the amount to cover all damages, both of which will be established by the Wastewater Utility.

d. Accidental Discharge Reporting. Any person responsible for an accidental discharge, that may have a detrimental impact on the sewerage system, shall immediately report the nature and amount of the discharge to the Wastewater Utility.

e. Continued Violations. Any persons, partnership, or corporation, or any officer, agent, or employee thereof, who shall continue any violation beyond the aforesaid notice time limit provided shall, upon conviction thereof, forfeit not less than \$100 dollars, (\$100), together with the costs of prosecution. Each day in which any violation is continues beyond the aforesaid notice time limit shall be deemed a separate offense.

f. Liability To Wastewater Utility For Losses. Any person violating any provision of this Ordinance shall become liable to the Wastewater Utility for any expense, loss, or damage occasioned by reason of such violation which the Wastewater Utility may suffer as a result thereof.

g. Damage Recovery. The system shall have the right of recovery from all persons, any expense incurred by said system for the repair or replacement of any part of the sewerage system damaged in any manner by any person by the performance of any work under their control, or by any negligent acts.

h. Penalties. Any person who shall violate any of the provisions of this Ordinance or rules or regulations of the City of Ashland or who shall connect a service pipe or discharge without first having obtained a permit thereof; or who shall violate any provisions of the Wisconsin Statutes, Wisconsin Administrative Code, or any other materials which are incorporated by reference, shall upon conviction thereof forfeit not less than \$100 nor more than \$500 and the costs of prosecution. This, however, shall not bar the Wastewater Utility from enforcing the connection duties set out in Section III (C) for mandatory hookup.

i. Appeal Procedure. Any user, affected by any decision, action, or determination including cease and desist orders, made by the interpreting or implementing provisions of this Ordinance may file with the City Clerk a written request for reconsideration within ten (10) days of the date of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration. The City Clerk upon receiving the request for reconsideration shall publish the request in the official newspaper. The City of Ashland shall render a decision on the request for reconsideration to the user in writing within fifteen (15) days of receipt of request.

ARTICLE XI

711.16 VALIDITY

a. Repeal Of Conflicting Ordinances. All ordinances, resolutions, orders or parts thereof heretofore adopted, enacted or entered in conflict with this Ordinance shall be and the same are hereby repealed.

b. Savings Clause. If any provision of this Ordinance is found invalid or unconstitutional or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other

provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provision of application.

c. Amendments. The City of Ashland, through its duly qualified governing body, may amend this Ordinance in part or in whole whenever it may deem necessary.

ARTICLE XII

711.17 EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

ADOPTED: 711 (1252) 3/25/1991

AMENDMENTS: 711 (1265) 11/12/1991; 711 (1353) 8/8/1995; 711 (1458) 2/2/1999;
711 (1542) 5/14/2002; 711 (1559) 2/11/2003; 711 (1690) 10/28/2008;
711 (1776) 3/13/2012; 711 (1806) 5/28/2013; 711 (1822) 1/14/2014;
711 (2016-1869) 5/10/2016;

ASHLAND WASTEWATER UTILITY

SEWER USE ORDINANCE

APPENDIX A

SANITARY SEWER SERVICE CHARGES

(Part I Effective May 26, 2016)

(Part II Effective May 24, 2017)

A sanitary sewer service charge is hereby imposed upon each lot, parcel of land, building, or premise service by the public sanitary sewer and wastewater facilities or otherwise discharging sewage, including industrial wastes, into the public sanitary sewer system. Such sanitary sewer charge shall be payable as hereinafter provided and in the amount determinable as follows:

APPENDIX A PART I

Schedule 1 – Volume and Strength Rate Calculation Effective May 26, 2016

VOLUME CHARGE

Volume	\$1,078,166
BOD (Biological Oxygen Demand)	\$ 181,789
SS (Suspended Solids)	\$ 163,608
Phosphorous	\$ 99,983

<u>COMPONENT</u>	<u>Volume</u> (1,000 Gallons)	<u>Conversion</u> Factor (lb*L)/(gal*mg)	<u>Assumed</u> Strength	<u>Billed Units</u>
Volume – Domestic Strength	166,576			166,576 (1,000 gal)
BOD	166,576	x 0.00834538	x 250 mg/L	= 347,535 pounds
SS	166,576	x 0.00834538	x 250 mg/L	= 347,535 pounds
Phosphorous	166,576	x 0.00834538	x 6 mg/L	= 8,341 pounds

<u>COST PER UNIT</u>	<u>Allocated Cost</u>	<u>Billed Units</u>	<u>Rate per Unit</u>
Volume Cost per 1,000 gallons	\$1,078,166 /	166,576	= \$ 6.47 / 1000 gallons
BOD	\$181,789 /	347,535	= \$ 0.52 / pound
SS	\$163,608 /	347,535	= \$ 0.47 / pound
Phosphorous	\$ 99,983 /	8,341	= \$11.99 / pound

CALCULATED DOMESTIC STRENGTH RATES

<u>COMPONENT</u>	<u>Assumed</u> Strength	<u>Conversion</u> Factor (lb*L)/(gal*mg)	<u>Rate per</u> Pound	<u>Rate per 1,000</u> Gallons
Volume				= \$ 6.47 / 1,000 gal
BOD	250 mg/L	x 0.00834538	x \$ 0.46	= \$ 1.08 / 1,000 gal
SS	250 mg/L	x 0.00834538	x \$ 0.42	= \$ 0.98 / 1,000 gal
Phosphorous	6 mg/L	x 0.00834538	x \$10.80	= \$ 0.60 / 1,000 gal

Total Calculated Domestic Rate	\$ 9.14 / 1,000 gal
Total Calculated Domestic Rate	\$ 6.83 / CCF
Authorized Domestic Rate	\$ 5.51 / CCF

APPENDIX A PART I - CONTINUED
Schedule 2 – Customer Charge Calculation Effective May 26, 2016

	<u>Customer Fixed</u>	<u>Customer Demand</u>
Customer Related Costs	\$129,016	\$326,061

<u>Meter Size</u>	<u>Meters</u>	<u>Equivalent Ratio</u>	<u>Meter Equivalents</u>
< 1 Inch Meter	2900	1.0	2900
1 Inch Meter	71	2.5	178
1.5 Inch Meter	37	5.0	185
2 Inch Meter	41	8.0	328
3 Inch Meter	15	15.0	225
4 Inch Meter	<u>2</u>	25.0	<u>50</u>
Total	3066		3866

Customer Fixed Monthly Rate per Meter	\$3.51
Customer Demand Monthly Rate per Meter Equivalent	\$7.03

<u>Meter Size</u>	<u>Customer Fixed</u>	<u>Customer Demand</u>	<u>Calculated Monthly Customer Charge</u>
< 1 Inch Meter	\$ 3.51	\$ 7.03	\$ 10.54
1 Inch Meter	\$ 3.51	\$ 17.58	\$ 21.09
1.5 Inch Meter	\$ 3.51	\$ 35.15	\$ 38.66
2 Inch Meter	\$ 3.51	\$ 56.24	\$ 59.75
3 Inch Meter	\$ 3.51	\$105.45	\$108.96
4 Inch Meter	\$ 3.51	\$175.75	\$179.26

<u>Meter Size</u>	<u>Calculated Monthly Customer Charge</u>	<u>Authorized Benefitted Charges</u>	<u>Authorized Non-Benefitted Charges</u>
< 1 Inch Meter	\$ 10.54	\$ 13.52	\$ 13.52
1 Inch Meter	\$ 21.00	\$ 34.00	\$ 66.00
1.5 Inch Meter	\$ 39.00	\$ 68.00	\$132.00
2 Inch Meter	\$ 60.00	\$108.00	\$211.00
3 Inch Meter	\$109.00	\$203.00	\$396.00
4 Inch Meter	\$179.00	\$338.00	\$661.00

APPENDIX A PART I CONTINUED

Schedule 3 – Septic and Holding Tank Rate Calculation Effective May 26, 2016

Assumed holding tank strength is 550 mg/L of BOD, 550 mg/L of SS, and 6 mg/L of Phos.

<u>Component</u>	<u>Concentration (mg/L)</u>	<u>Concentration in Domestic Rate (mg/L)</u>	<u>Conversion Factor (lb*L)/(gal*mg)</u>	<u>Pounds per 1,000 Gallons</u>	<u>Rate per Pound</u>	<u>Rate per 1,000 Gallons</u>
Volume						\$ 9.14
BOD	550	(250)	0.00834538	2.504	\$ 0.52 =	\$ 1.30
SS	550	(250)	0.00834538	2.504	\$ 0.47 =	\$ 1.18
Phosphorus	6	(6)	0.00834538	-	\$11.99 =	\$ -
Total Rate per 1,000 Gallons						\$ 11.61

Assumed septic tank strength is 4500 mg/L of BOD, 12,000 mg/L of SS, and 71 mg/L of Phos.

<u>Component</u>	<u>Concentration (mg/L)</u>	<u>Concentration in Domestic Rate (mg/L)</u>	<u>Conversion Factor (lb*L)/(gal*mg)</u>	<u>Pounds per 1,000 Gallons</u>	<u>Rate per Pound</u>	<u>Rate per 1,000 Gallons</u>
Volume						\$ 9.14
BOD	4,500	(250)	0.00834538	35.468	\$ 0.52 =	\$18.44
SS	12,000	(250)	0.00834538	98.058	\$ 0.47 =	\$46.09
Phosphorus	71	(6)	0.00834538	0.542	\$11.99 =	\$ 6.50
Total Rate per 1,000 Gallons						\$80.17

Administrative Charge per Load

Loaded Labor Rates

<u>Office Billing and Collection</u>	<u>WWTP Dumping Supervision</u>	<u>Hours</u>	<u>Administrative Charge</u>
\$29.98	\$32.64	0.25	\$15.66

APPENDIX A PART I CONTINUED

Schedule 4 – Summary of Authorized User Fees Effective May 26, 2016

Authorized Benefitted and Non-Benefitted Monthly Customer Charges

<u>Meter Size</u>	<u>Authorized Benefitted Charges</u>	<u>Authorized Non- Benefitted Charges</u>
< 1 Inch Meter	\$ 13.52	\$ 13.52
1 Inch Meter	\$ 34.00	\$ 66.00
1.5 Inch Meter	\$ 68.00	\$132.00
2 Inch Meter	\$108.00	\$211.00
3 Inch Meter	\$203.00	\$396.00
4 Inch Meter	\$338.00	\$661.00

Authorized Volume Charges

Domestic Volume Charge	-	\$ 5.51 / CCF
High Strength Charges per pound		
BOD (Biological Oxygen Demand)	-	\$ 0.52 / pound
SS (Suspended Solids)	-	\$ 0.47 / pound
Phosphorous	-	\$11.99 / pound

Authorized Suburban Customer Charges

Suburban customer charges are at a rate of 1.25 times (x) the rates charged to customers located within the corporate limits of the City of Ashland.

Authorized Holding Tank Charges

Charge per 1,000 gallons	-	\$11.61
Administrative Fee / Load	-	\$15.66

Authorized Septic Tank Charges

Charge per 1,000 gallons	-	\$80.17
Administrative Fee / Load	-	\$15.66

APPENDIX A PART II

Schedule 1 – Volume and Strength Rate Calculation - May 24, 2017

VOLUME CHARGE

Volume	\$1,126,384
BOD (Biological Oxygen Demand)	\$ 189,360
SS (Suspended Solids)	\$ 170,424
Phosphorous	\$ 104,149

<u>COMPONENT</u>	<u>Volume</u> <u>(1,000 Gallons)</u>		<u>Conversion</u> <u>Factor</u> <u>(lb*L)/(gal*mg)</u>	<u>Assumed</u> <u>Strength</u>	<u>Billed Units</u>
Volume – Domestic Strength	166,576				166,576 (1,000 gal)
BOD	166,576	x	0.00834538	x 250 mg/L	= 347,535 pounds
SS	166,576	x	0.00834538	x 250 mg/L	= 347,535 pounds
Phosphorous	166,576	x	0.00834538	x 6 mg/L	= 8,341 pounds

<u>COST PER UNIT</u>	<u>Allocated Cost</u>		<u>Billed Units</u>	<u>Rate per Unit</u>
Volume Cost per 1,000 gallons	\$1,126,384	/	166,576	= \$ 6.76 / 1000 gallons
BOD	\$ 189,360	/	347,535	= \$ 0.54 / pound
SS	\$ 170,424	/	347,535	= \$ 0.49 / pound
Phosphorous	\$ 104,149	/	8,341	= \$12.49 / pound

CALCULATED DOMESTIC STRENGTH RATES

<u>COMPONENT</u>	<u>Assumed</u> <u>Strength</u>		<u>Conversion</u> <u>Factor</u> <u>(lb*L)/(gal*mg)</u>	<u>Rate per</u> <u>Pound</u>	<u>Rate per 1,000</u> <u>Gallons</u>
Volume					= \$ 6.76 / 1,000 gal
BOD	250 mg/L	x	0.00834538	x \$ 0.54	= \$ 1.13 / 1,000 gal
SS	250 mg/L	x	0.00834538	x \$ 0.49	= \$ 1.02 / 1,000 gal
Phosphorous	6 mg/L	x	0.00834538	x \$12.49	= <u>\$ 0.63 / 1,000 gal</u>

Total Calculated Domestic Rate \$ 9.53 / 1,000 gal

Total Calculated Domestic Rate \$ 7.13 / CCF

Authorized Domestic Rate \$ 5.90 / CCF

APPENDIX A PART II CONTINUED
Schedule 2 – Customer Charge Calculation Effective May 24, 2017

	<u>Customer Fixed</u>	<u>Customer Demand</u>
Customer Related Costs	\$134,530	\$340,746

<u>Meter Size</u>	<u>Meters</u>	<u>Equivalent Ratio</u>	<u>Meter Equivalents</u>
< 1 Inch Meter	2900	1.0	2900
1 Inch Meter	71	2.5	178
1.5 Inch Meter	37	5.0	185
2 Inch Meter	41	8.0	328
3 Inch Meter	15	15.0	225
4 Inch Meter	<u>2</u>	25.0	<u>50</u>
Total	3066		3866

Customer Fixed Monthly Rate per Meter	\$3.66
Customer Demand Monthly Rate per Meter Equivalent	\$7.34

<u>Meter Size</u>	<u>Customer Fixed</u>	<u>Customer Demand</u>	<u>Calculated Monthly Customer Charge</u>
< 1 Inch Meter	\$ 3.66	\$ 7.34	\$ 11.00
1 Inch Meter	\$ 3.66	\$ 18.35	\$ 22.01
1.5 Inch Meter	\$ 3.66	\$ 36.70	\$ 40.36
2 Inch Meter	\$ 3.66	\$ 58.72	\$ 62.38
3 Inch Meter	\$ 3.66	\$110.10	\$113.76
4 Inch Meter	\$ 3.66	\$183.50	\$187.16

<u>Meter Size</u>	<u>Calculated Monthly Customer Charge</u>	<u>Authorized Benefitted Charges</u>	<u>Authorized Non-Benefitted Charges</u>
< 1 Inch Meter	\$ 11.00	\$ 13.52	\$ 13.52
1 Inch Meter	\$ 22.00	\$ 34.00	\$ 66.00
1.5 Inch Meter	\$ 40.00	\$ 68.00	\$132.00
2 Inch Meter	\$ 62.00	\$108.00	\$211.00
3 Inch Meter	\$114.00	\$203.00	\$396.00
4 Inch Meter	\$187.00	\$338.00	\$661.00

APPENDIX A PART II CONTINUED

Schedule 3 – Septic and Holding Tank Rate Calculation Effective May 24, 2017

Assumed holding tank strength is 550 mg/L of BOD, 550 mg/L of SS, and 6 mg/L of Phos.

<u>Component</u>	<u>Concentration</u> <u>(mg/L)</u>	<u>Concentration</u> <u>in Domestic</u> <u>Rate (mg/L)</u>	<u>Conversion</u> <u>Factor</u> <u>(lb*L)/(gal*mg)</u>	<u>Pounds per</u> <u>1,000</u> <u>Gallons</u>	<u>Rate</u> <u>per</u> <u>Pound</u>	<u>Rate per</u> <u>1,000 Gallons</u>
Volume						\$ 9.53
BOD	550	(250)	0.00834538	2.504	\$ 0.54 =	\$ 1.35
SS	550	(250)	0.00834538	2.504	\$ 0.49 =	\$ 1.23
Phosphorus	6	(6)	0.00834538	-	\$12.49 =	\$ -
Total Rate per 1,000 Gallons						\$ 12.11

Assumed septic tank strength is 4500 mg/L of BOD, 12,000 mg/L of SS, and 71 mg/L of Phos.

<u>Component</u>	<u>Concentration</u> <u>(mg/L)</u>	<u>Concentration</u> <u>in Domestic</u> <u>Rate (mg/L)</u>	<u>Conversion</u> <u>Factor</u> <u>(lb*L)/(gal*mg)</u>	<u>Pounds per</u> <u>1,000</u> <u>Gallons</u>	<u>Rate</u> <u>per</u> <u>Pound</u>	<u>Rate per</u> <u>1,000 Gallons</u>
Volume						\$ 9.53
BOD	4,500	(250)	0.00834538	35.468	\$ 0.54 =	\$19.15
SS	12,000	(250)	0.00834538	98.058	\$ 0.49 =	\$48.05
Phosphorus	71	(6)	0.00834538	0.542	\$12.49 =	\$ 6.77
Total Rate per 1,000 Gallons						\$83.51

Administrative Charge per Load

Loaded Labor Rates

<u>Office Billing and</u> <u>Collection</u>	<u>WWTP Dumping</u> <u>Supervision</u>	<u>Hours</u>	<u>Administrative</u> <u>Charge</u>
\$29.98	\$32.64	0.25	\$15.66

APPENDIX A PART II CONTINUED

Schedule 4 – Summary of Authorized User Fees Effective May 24, 2017

Authorized Benefitted and Non-Benefitted Monthly Customer Charges

<u>Meter Size</u>	<u>Authorized Benefitted Charges</u>	<u>Authorized Non- Benefitted Charges</u>
< 1 Inch Meter	\$ 13.52	\$ 13.52
1 Inch Meter	\$ 34.00	\$ 66.00
1.5 Inch Meter	\$ 68.00	\$132.00
2 Inch Meter	\$108.00	\$211.00
3 Inch Meter	\$203.00	\$396.00
4 Inch Meter	\$338.00	\$661.00

Authorized Volume Charges

Domestic Volume Charge	-	\$ 5.90 / CCF
High Strength Charges per pound		
BOD (Biological Oxygen Demand)	-	\$ 0.54 / pound
SS (Suspended Solids)	-	\$ 0.49 / pound
Phosphorous	-	\$12.49 / pound

Authorized Suburban Customer Charges

Suburban customer charges are at a rate of 1.25 times (x) the rates charged to customers located within the corporate limits of the City of Ashland.

Authorized Holding Tank Charges

Charge per 1,000 gallons	-	\$12.11
Administrative Fee / Load	-	\$15.66

Authorized Septic Tank Charges

Charge per 1,000 gallons	-	\$83.51
Administrative Fee / Load	-	\$15.66

CHAPTER 721. SEPTIC AND HOLDING TANK PUMP OUT.

721.01. Locations. Septic tanks and holding tanks that are located within the City of Ashland may be pumped out at the lift station located on 17th Avenue East and at no other location, except that the Council may, in their discretion, give permission to pump out at some other locations.

721.02. Rates. The rates to be charged for pump out pursuant to this ordinance are as follows:

500 gallon	\$ 5.00
1000 gallon	7.50
1500 gallon	10.00
2000 gallon	12.50

721.03. Portable Tanks. This ordinance is not intended to cover portable tanks carried by motor vehicles or trailers.

ADOPTED: 721 (850) 8/12/1975

**CHAPTER 782A. CHANGE THE CLASSIFICATION OF CERTAIN PROPERTIES
FROM IN TWO FAMILY RESIDENCE DISTRICT ~~TO INDUSTRIAL DISTRICT.~~**

782A.01 Property Changed from Two-Family Residence District to Industrial District.

Commented [DO1]: 782A

a. Location and Legal Description. The following described property is hereby changed from the classification of Two Family Residence District as provided in Zoning Ordinance No. 781 (formerly Chapter 679) to Industrial District, to-wit:

The area located on the south side of Sixth Street, between 14th and 15th Avenues West, consisting of Lots 4, 5 and 6, Block 66, Ashland Proper, City of Ashland, County of Ashland, Wisconsin.

782A.02 b. Change Effectuated Purpose. The change effected by this Ordinance is to allow construction on the described lots of a 40' x 80' steel building, and to allow for razing and replacement of the frame building now situated thereon, and to allow for the continued use of the premises for storage and draying purposes. Should the proposed steel building not be constructed or should the described lots be used other than for storage and dray line purposes, the classification thereof shall revert to that of Two Family Residence District.

c. Effective Date. Adopted 6/13/1967 (782A (772))

782.02 Property Changed from One-Family Residence District to a Two-Family Residence District.

Commented [DO2]: 787K

a. Location and Legal Description. The following described property is hereby amended so as to change the designation of the property hereinafter described from a one family residence district to a two family residence district. The property affected is described as follows:

Lots 15 and 16, Block 257, Ellis Division, City of Ashland.

b. Effective Date. Adopted 11/10/1970 (787K (810))

ADOPTED: ~~782A (772) 6/13/1967~~

CHAPTER 782G783. CONSTRUCTION OF A 3' X 7' DIRECTIONAL SIGN.

782G783.1001. Location. A 3' x 7' lighted directional sign for the hospital may be erected on property described as:

The unplatted portion of Government Lot 2 lying between Block 100 and 101
North of right-of-way line of Front Street Section 5-47-4.

ADOPTED: 782G (932) 1/8/1980

CHAPTER 787E. AN ORDINANCE ALLOWING ZONING USE VARIANCES TO ALLOW CONSTRUCTION OF A COMMERCIAL GARAGE IN A TWO-FAMILY RESIDENTIAL DISTRICT.

787E.01. To Allow Construction of an Addition onto a Residence Located in an Area Zoned Industrial A

Commented [D01]: 787E

a. Variance. A 25 foot by 35 foot commercial garage addition may be built on the following described property:

Lots 23 and 24, Block 196, Ellis Division, City of Ashland.

b. Effective Date. Adopted 05/09/1978 (787E (901A))

787.02 To Allow Construction for a Parking Lot at 1322 Front Street East

Commented [D02]: 787F

a. Variance. A parking lot shall be allowed to be constructed at the following site:

Lots 11 and 12, Block 54, Ellis Division

b. Effective Date. Adopted 10/10/1978 (787F (908))

787.03 To Allow Construction of an Addition onto a Residence Located in an Area Zoned Industrial A.

Commented [D03]: 787G

a. Variance. An addition for residential use may be built onto the existing residence at 816 Water Street, legally described as lots 16-17, Block 42, Ellis Division.

b. Effective Date. Adopted 05/08/1979 (787G (921))

787.04 To Allow Reconstruction of a Residence Located in an Area Zoned Industrial A.

Commented [D04]: 787H

a. Variance. A residence may be reconstructed at 816 Water Street, legally described as lots 16 - 17, Block 42, Ellis Division.

b. Effective Date. Adopted 07/10/1979 (787H (924))

787.05 To Allow Construction Of A Pole Building For Equipment Storage Purposes On Land Zoned As Two-Family Residential District, And To Reduce The Sideyard Setback Requirement For This Building.

Commented [D05]: 787R

a. Steel Pole Building. A 100' x 50' steel pole building shall be allowed to be erected on Lots 1 and 2, Block 55, Ellis Division, to store equipment and vehicles.

b. **Sideyard Setback.** The sideyard setback bordering 12th Avenue East, and Lot 1, Block 55, Ellis Division shall be reduced to 0 feet, for the construction of said building.

c. Effective Date. Adopted 01/11/1977 (787R (882))

787.06 To Allow A Commercial Print Shop In A Central Business District.

Commented [D06]: 787S

a. Property. The following described property shall be allowed to be used for the purpose of a commercial job printing shop:

The west 45 feet of the East 70 feet of Lots 1, 2, and 3 and the south 10 feet of the east 70 feet of Lot 4, Block 83, Ellis Division.

b. Effective Date. Adopted 02/08/1977 (787S (885))

787.07 To Allow Relocation Of Certain Advertising Panels.

Commented [D07]: 787T

a. Advertising Panels. Advertising panels located on Lots 1 and 2, Block 48, Ellis Division, City of Ashland, may be relocated to Lots 13 and 14, Block 53, Ellis Division, City of Ashland.

b. Effective Date. Adopted 06/15/1977 (787T (890))

787.08 To Allow Relocation Of Advertising Panels On The South Side Of Front Street Between 28th And 29th Avenue.

Commented [D08]: 794E

a. Variance. A zoning use variance is hereby granted to relocate two 12' x 25' advertising panels to Lot 5, Block 17, Lake Shore Division, City of Ashland.

b. Effective Date. Adopted 07/11/1978 (794E (904))

787.09 To Allow Certain Uses and Operations in an Agricultural District Classification.

Commented [D09]: 796C

a. Variance. A variance be granted to allow the following uses by Land O' Lakes, Inc., in a zoned Central Business District on Lots 9 thru 13, inclusive, and the South 100 feet of Lot 17, Block 2, Phillips Addition: bulk petroleum storage, including gas, oil, diesel fuel, kerosene, and L.P. gas; a fertilizer blending plant; and feed mill construction and operation.

b. Effective Date. Adopted 07/13/1976 (796C (859)) with amendments approved 05/10/1994 (796C (1318))

787.10 To Allow Construction Of A Commercial Storage Garage In Two-Family Residential.

Commented [D010]: 800A

a Variance. The following described property within the City of Ashland is granted a zoning use variance to allow construction of a commercial storage garage:The east sixty (60) feet

of fractional Block 117, Vaughn Division and the part of Wilmarth's unplatted land in Section 5, Township 47, Range 4 West, as described in Volume 298, pp. 400-405.

b. Effective Date. Adopted 03/15/1978 (800A (898))

787.11 To Allow for Warehousing of Carpeting.

Commented [D011]: 806A

a. The Following Described Property May Be Used for Warehousing of Carpeting. The existing 28 foot by 50 foot wooden structure at 507 Sanborn Avenue. The legal description of the property boundaries on which the building is located is a parcel of land in the SE ¼, SE ¼ as described in Vol. 202, p. 439, Section 6, T47, R4W. (Agricultural).

b. Effective Date. Adopted 04/10/1979 (806A (920))

787.12 To Allow The Construction Of Three Eight-Plex Multi-Family Dwelling Units In An Agricultural Zoned District.

Commented [D012]: 806G

a. Zoning Use Variance. The construction of three eight-plex apartment structures shall be allowed to be erected on the following described property:

Those portions of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section Four (4), Township Forty-seven (47) North, Range Four (4) West, and of Fractional Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Three Hundred Six (306) of Ellis Division, all being within the City of Ashland, Ashland County, Wisconsin, described as follows:

The point of beginning is that point marked by an iron pipe, on the easterly line of Third Avenue East, as extended, which is 200 feet southerly, as measured along said easterly line Third Avenue East and of such easterly line as extended, from the northwest corner of said Block 306. From said point of beginning proceed South 32 degrees 24' 15" East, 261 feet to a point marked by an iron pipe; thence North 57 degrees 33' 45" East, to a point on the west line of Prentice Avenue; thence North 32 degrees 24' 45" West, 261 feet to a point marked by an iron pipe which is the northeast corner of Lots Sixteen (16) in said Block 306 of Ellis Division; thence South 57 degrees 33' 45" West, 300.21 feet to the point of beginning.

b. Lot Size Requirement. The lot requirement shall be 3,262 square feet per family dwelling unit.

c. Effective Date. Adopted 02/08/1977 (806G (886))

ADOPTED: ~~787E~~ (901A) 5/9/1978

CHAPTER 800. AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF ASHLAND

800.01 To Plat A Street In Ellis Division

Commented [D01]: 787V

a. Location and Legal Description. The official zoning map of the City of Ashland shall be amended in order to plat a street which shall be located in Blocks 25, 26, 27, 28, 29, and 30 in Ellis Division of the City of Ashland which shall be legally described as follows:

To locate the point of beginning commence at a 1" iron pipe at the intersection of the westerly R/W line of Prentice Avenue and the northerly R/W line of C&NW Railroad, (said northerly R/W line being 50 feet from the center line of the C&NW Railroad tract), run N 32°-00'-00" W, 133.78 feet along said westerly R/W line of Prentice Avenue to a 1" iron pipe which is the point of beginning.

Thence from said point of beginning S 58° -00'-00" W, 315.00 feet to a wooden hub.

Thence S 43°-20'-00" W, 741.15 feet to a wooden hub marking the intersection with the easterly R/W line of Ellis Avenue.

Thence N 32°-00'-00" W, 66.00 feet along the easterly R/W line of Ellis Avenue to a point.

Thence N 43°-20'-00" E, 741.15 feet to a point.

Thence S 32°-00'-00" E, 6.00 feet to a point.

Thence N 58°-00'-00" E, 315.00 feet to a wooden hub on the westerly R/W line of Prentice Avenue.

Thence S 32°-00'-00" E, 60.00 feet to the point of beginning.

Said parcel contains approximately 1.56 acres.

Bearings are based on the center line of Prentice Avenue bearing S 32°-00'-00" E.

b. Purpose. This street shall provide access from Prentice Avenue to the Ashland Marina.

c. Effective Date. Adopted 11/10/1987 (787V (01116))

~~800.01~~ 800.02 To Plat And Open A Street Located In Blocks 120 And 121, Ellis Division

Commented [D02]: 787W

a. Location and Legal Description. The official zoning map of the City of Ashland shall be amended in order to plat and open a street which shall be located in Blocks 120 and

121 in Ellis Division and also a portion of platted but unopened 4th Street West in the City of Ashland, Ashland County, Wisconsin, which may be legally described as follows:

Commencing at the northwesterly corner of said Block 120, thence southerly along the westerly R/W line of said Block 120, 150 feet more or less to a point that intersects with the south line of Lot 7; thence easterly along said south line of Lot 7 150 feet more or less to a point on the center line of the vacated alley; thence S 78° 15' 01" E to the north line of Lot 13; thence easterly along said north line of Lot 13 to the easterly R/W line of Block 121; thence southerly along said easterly R/W line of Block 121 to a point 10 feet (measured at right angles) from the center line of Wisconsin Central Track number 8; thence westerly and parallel to the south line of Block 121 to a point; thence N 78° 15' 01" W 54.40 feet to the southerly line of said Block 120; thence continuing N 78° 15' 01" W 128.44 feet to a point 9.99 feet south of the southerly line of Lot 5, Block 120; thence westerly and parallel to said southerly line of Lot 5, 125.19 feet to a point on the westerly line of Block 120; thence northerly 60 feet more or less to the point of beginning.

b. Purpose. This street shall provide access from Ellis Avenue to Third Avenue West and shall henceforth be known as Depot Drive.

c. Effective Date. Adopted 04/12/1988 (787W (1130))

800.03. To Plat And Open The Connecting Road Between Front Street To The Entrance To The Marina Parking Area

Commented [D03]: 787X

a. Location and Legal Description. . The official zoning map of the City of Ashland shall be amended in order to plat a street which shall be located in Ellis Division of the City of Ashland which shall be legally described as follows:

To locate the point of beginning commence at a point on the intersecting center lines of Ellis Avenue (State Highway 13) and Front Street (U.S. Highway 2); thence S 58° 14' 22" W, 30.00 feet to a point on the Front Street center line; thence N 31° 45' 38" W, 54.00 feet to a point which is the point of beginning.

Thence from said point of beginning N 31° 45' 38" W, 523.22 feet to a point; thence N 58° 14' 22" E, 15 feet to a point; thence N 44° 57' 25" W 622.34 feet to a point; thence S 45° 02' 35" E 40.00 feet to a point; thence S 44° 57' 25" E 622.34 feet to a point; thence N 58° 14' 22" E 25.00 feet to a point on the easterly right-of-way line of North Ellis Avenue; thence S 31° 45' 38" E 523 feet more or less to a point at the intersection of the easterly right-of-way line of North Ellis Avenue and the northerly right-of-way line of Front Street; thence S 58° 14' 22" W 80.00 feet to the point of beginning.

Bearings are based on the center line of Front Street (U.S. Highway 2) bearing N 58° 14' 22" E.

b. Purpose. This street shall provide a connection from Front Street to the Marina Parking area and shall henceforth be known as North Ellis Avenue.

c. Effective Date. Adopted 07/12/1988 (787X (1140))

800.04 To Conditionally Rezone: 623 2nd Ave East, Parcel 201-02187-0000. to C-2 Neighborhood Commercial The Following Property

Commented [D04]: 788T

a. Conditions. Parcel 201-02187-0000 is hereby changed from the zoning classification of R-2 Single- and Two-Family Residential District to C-2 Neighborhood Commercial subject to all of the following conditions:

1. The rezone to C-2 Neighborhood Commercial shall only be valid so long as the property is used as a community-based organization administering and offering services to the needy (said rezone is not specific to NWCSA—only to such use);

2. Said use shall be established within one year; and

3. If either or both of the foregoing conditions are not met, the zoning of said property shall revert to the R-2 Single- and Two-Family Residential District or equivalent district.

b. Future Development. All future development in the area shall comply with all City Ordinances.

c. Effective Date. Adopted 08/25/2009 (788T (1712))

800.05 To Plat An Alley In Vaughn And Humbirds Addition.

a. Location and Legal Description. The official zoning map of the City of Ashland shall be amended in order to plat an alley in Block 6, Vaughn and Humbirds Addition adjacent to Lots 1 through 6 and Lots 18 through 20 and the E 55' of Lots 15, 16, and 17.

b. Purpose. This alley shall provide access from 6th Street West to 7th Street West.

c. Effective Date. 06/13/1989 (801B (1186))

ADOPTED: ~~801B (1186) 6/13/1989~~

CHAPTER 806N. AN ORDINANCE TO ~~APPROVE~~ APPROVE A PUD-GDP (PLANNED UNIT DEVELOPMENT - GENERAL DEVELOPMENT PLAN) ~~IN AGRICULTURAL ZONING/PRENTICE, INC./LOCATED EAST OF TURNER ROAD IN GOVERNMENT LOT #2, SECTION 6, T47N, R4W.~~

806.01 Prentice Heights.

Commented [D01]: 806N

806N.01. a. Plan approval. **Location and Legal Description** General Development Plan is hereby approved on the following described property which is zoned Agricultural:

EAST OF TURNER ROAD IN GOVERNMENT LOT #2, SECTION 6, T47N, R4W.

b. Attachments A. A copy of the combined PUD-GDP and PUD-SIP, dated April 8, 1997, shall be attached to this ordinance and is incorporated by reference. A copy of the Prentice Heights Site Plan shall be attached to this ordinance and is incorporated by reference.

806N.02.c. Revocation. If substantial development progress has not occurred within one year of passage of this ordinance, the Council may, following Planning Commission recommendation, revoke the PUD-GDP approval and revert the site zoning to its previous zoning district classification.

d. Effective Date. Adopted 4/8/1997 (806N (1391))

806.02 Elk's Club Golf Course Expansion and Housing Project aka Superior View Subdivision

Commented [D02]: 807B

a. Location and Legal Description. General Development Plan is hereby approved on the following described property which is zoned Agricultural:

ON THE SOUTH SIDE OF HIGHWAY 137 IN SECTIONS 6 & 7, T47N, R4W.

(b) Attachment B. A copy of the PUD-GDP dated June 4, 1998, and the PUD-SIP (Amended Declaration of Restrictions & Covenants) dated March 16, 2002, shall be attached to this ordinance and incorporated by reference. A copy of the Elk's Club Development plan shall be attached to this ordinance and is incorporated by reference.

c. Effective Date. Adopted 06-16-1998 (807B (1436)) and amendments approved 807B (1500) 8/8/2000; 807B (1520) 7/31/2001; 807B (1540) 4/16/2002

806.03 Salem Church of Ashland

a. Location and Legal Description. A Planned Unit Development-General Development Plan is hereby approved on the following described property which is zoned Planned Residential/Institutional:

LOCATED WEST OF FARM ROAD, LOT 1 OF CSM 652

b. Attachment C. A copy of the Salem Church of Ashland PUD-GDP and associated Site Plan is attached to this ordinance and is incorporated by reference.

c. Conditions. The following conditions shall be incorporated into the PUD-GDP:

1. The deviation from the parking lot screening shall not be approved, and screening shall include 1) a 3' high berm with landscaping features to include deciduous and/or coniferous shrubs and may also include other decorative features and is subject to approval at time of SIP review, not per the developer; or 2) maintained lawn with planting 3' high or greater plantings to be predominantly coniferous shrubs and/or trees to provide year-round screening and to be spaced to allow growth, but also to ensure screening is adequate at the onset of development, which is subject to approval at the time of the SIP review, not per the developer. The parking lot screening is required because of the significantly increased number of parking spaces provided on the site and the reduction being requested for interior parking lot landscaping.

2. The parking area behind the building is to be paved by the time the first residential apartment is approved for occupancy, to protect the visual integrity of the development for future renters and minimize dust.

3. Revise the sign requirements as follows: 1) Signs within a PUD are to have a unified appearance that is integral to the PUD design concept. Therefore, the sign requirements identified for Area 1 shall also be applicable to Area 2, and there should be a statement added in the sign requirements that all signs within the PUD must be unified in appearance/design; 2) Free-standing signs (monument) should be limited to one per building, must include some landscaping/plantings at the base of the sign; may not exceed 20' in height, and may not exceed 75 square feet in area for institutional uses or 32 square feet for residential uses; 3) More than one wall sign may be installed on a building wall as long as the total area of the signage does not exceed 2 square feet per lineal foot of building wall on which it is attached; 4) Electronic message center signs are permitted within the PUD by right but may not comprise more than 30% of the total sign area of the sign which they are part of; 5) Only one temporary informational sign may be allowed to be displayed on a property at a time, and such sign shall not exceed 32 square feet in area; and 6) interior or exterior sign lighting is permitted, however such lighting must be designed, located, or shielded to not cast glare/direct light onto adjacent roadways or surrounding properties; and 7) all other sign standards not addressed shall be as per the city's UDO.

4. Revise lighting as follows: All light trespass shall be contained to go no further than 10' from the property line on which the lighting is located; all fixtures be full cut-off or shielded; light fixtures within the PUD shall be of the same or similar style/fixture type so as to result in a unified development appearance throughout the development.

5. The minimum landscape requirements are to be one-half of the planting

requirements as identified in the UDO to ensure a minimum level of landscaping is provided.

6. If it is intended that the private street may be become a public street in the future, the roadway must be completed in conformance with the City's minimum construction standards, and the road design and related elements (ditch, trail, sidewalks, etc.) must receive approval from the Public Works Department. Depict the 66' r-o-w width for the private street (Salem Drive) on the CSM to identify the area that comprises the private street and related elements that are subject to access and maintenance agreements between the private parties, and to grant the City an easement to use the private street and associated right-of-way for any reasonable public purpose, including but not limited to travel by emergency vehicles and installation of public utilities and conveniences that may be needed.

7. Depict the future private street extension area should be depicted on the GDP site plan identifying where the street is proposed to terminate in the future or if the street is anticipated to allow for future connection to the property to the south.

8. The design/construction of the bike path is subject to review and approval by Public Works if it is desired that the private street/r-o-w is to potentially be dedicated to the public in the future. If it is to remain private, the bike path can be constructed to private development standards. Also, the future extension of the bike path on the south side of the private street should be depicted on the GDP site plan.

9. Indicate the sidewalk on the north side of the private street will be constructed in conjunction with the development of the residential buildings on the north side (i.e., as a building is constructed, so shall the public sidewalk that is proposed adjacent to the building), not per discretion of the developer.

10. Provide the public easement for pedestrian access on the CSM to be created for the property development as that is the appropriate time to place easements and ensure they are depicted and in place on a property.

11. Provide the easement for public trail use in the existing trail area that cuts across the back corner of the property on the CSM for the property development.

12. Indicate that building materials are subject to review and approval as part of the SIP or by the Plan Commission for each portion of development.

13. Public utilities are subject to review and approval by the Public Works Department and any revisions necessary will be incorporated into the GDP.

14. Stormwater/drainage is subject to review and approval by the WDNR and with the City's Public Works department, and any revisions to the stormwater plans will be incorporated into the GDP.

15. Rooftop mechanical screening is required to protect the public interest and nearby future development.

d. The PUD-GDP is an interim zoning classification that does not enable any development until the PUD-Specific Implementation Plan (SIP) is approved

e. Effective Date. Adopted 10/25/2016 (808 (2016-1884))

806.04 Salem Church of Ashland.

Commented [DO3]: 809

a. Location and Legal Description. A Planned Unit Development-Specific Implementation Plan is hereby approved for Area 1 of the PUD-GDP on the following described property which is zoned Planned Residential/Institutional:

LOCATED WEST OF FARM ROAD, LOT 1 OF CSM 652

b. Attachment D. A copy of the Salem Church of Ashland PUD-SIP and associated Site Plan is attached to this ordinance and is incorporated by reference.

c. Conditions. The following conditions shall be incorporated into the PUD-SIP:

1. Provide a bike rack on-site.

2. Snow storage areas have not been identified on the plan, however there is substantial area on the site to accommodate snow storage. Staff will work with the developer to ensure appropriate snow storage areas are provided for and depicted on the site plan.

3. Receive final approval of the stormwater management plan from the WDNR and City Public Works Department

4. The design/construction of the bike path is subject to review and approval by the Public Works Department if it's desired that the private street may possibly become a public road. In addition, the future extension of the bike path along the church frontage on Salem Drive must be depicted on the site plan

5. At this time, public sidewalk is not provided for along the Farm Road frontage; the developer shall work with the Department of Public Works to discuss the provision for public sidewalk in this location and determine if it is to be provided, and if so, the timing of construction.

6. Proposed utilities are depicted on the site plan are subject to review and approval by the Public Works department.

7. Following final design of the plans, the applicant shall provide a CD copy of the final building floor plan layout and utility plan (in a .dxf format). Such information shall be provided to the Fire Department prior to the issuance of an Occupancy permit.

8. Parking lot screening shall be revised to include either 1) a 3' high berm with landscaping features to include deciduous and/or coniferous shrubs and may also include other decorative features; or 2) maintained lawn with planting 3' high or greater plantings to be predominantly coniferous shrubs and/or trees to provide year-round screening and to be spaced to allow growth, but also to ensure screening is adequate at the onset of development, (if amendment to the GDP is approved).

9. Provide the architectural detail of the dumpster enclosure. Amendments to the landscape plan are subject to review and approval by Planning & Development staff.

10. Details of the proposed signage shall be submitted to the Department of Planning & Development for review and approval and conformance to the GDP.

11. The height of the light poles shall be provided to the Planning Department. The wall packs proposed on the west and south building walls shall be the full cut-off lighting option, not the refractive lens.

12. Building materials are subject to review and approval by the Plan Commission.

13. Any private street constructed as part of this project may be dedicated to the public only upon acceptance by the City. Whether or not such street is accepted shall be determined at the time that it is offered. Nothing in this Chapter or in Chapter 808 shall be construed as a promise or commitment to accept any such street.

d. The PUD-SIP constitutes the final zoning for the subject property.

e. Effective Date. Adopted 10/25/2016 (809 (2016-1885))

ADOPTED: ~~806N (1391) 4/8/1997~~

CHAPTER 830. AUTHENTIC ASHLAND 2035 (COMPREHENSIVE PLAN)

830.01 Recitals.

WHEREAS,

(a) Wisconsin Statutes 66.23(2) and (3) authorizes the City to prepare and adopt a Comprehensive Plan as defined in Section 66.1001(1)(a) and 66.1001(2) Wisconsin Statutes, for the general purpose of guiding and accomplishing coordinated development that is harmonious with existing development in the City of Ashland, which will, in accordance with existing and future needs, best promote the public health, safety, morals, and the general welfare, as well as efficiency and economy in the process of development; and

(b) The City of Ashland Comprehensive Plan, *Authentic Ashland 2035*, has been prepared in accordance with the requirements and elements of Wisconsin Statutes Sec. 66.1001 (Smart Growth Legislation); and

(c) The Ashland City Council has adopted a resolution identifying the procedures designed to foster public participation in the development of the Comprehensive Plan, as required by Section 66.1001(4)(a) of the Wisconsin Statutes; and

(d) *Authentic Ashland 2035* contains data, maps, goals and objectives for the nine elements specified in Wisconsin Statutes Sec. 66.1001(2); and

(e) The City noticed and held a public hearing for members of the public to make comments on the proposed Comprehensive Plan before the Plan Commission and City Council on February 16, 2017, in compliance with the procedures in Section 66.1001(4) of the Wisconsin Statutes; and

(f) The City of Ashland Plan Commission, by majority vote of the entire Commission, has adopted a resolution approving and recommending to the City Council the adoption of the document entitled *Authentic Ashland 2035*; and

NOW, THEREFORE the City Council of the City of Ashland, Ashland County, Wisconsin do ordain as follows:

830.02 Adoption. The City Council of the City of Ashland, Wisconsin, does, by enactment of this ordinance, formally adopt the document entitled *Authentic Ashland 2035* as the Comprehensive Plan of the City of Ashland pursuant to Section 66.1001(4)(c) of the Wisconsin Statutes; and

830.03 Effective Date. This Ordinance shall become effective upon passage by a majority vote of the members-elect of the City Council and publication of notice thereof as required by law.

ADOPTED: 830 (2017-1888) 2/16/2017

~~ADOPTED: 830 (2017-1888) 2/16/2017~~

ADOPTED: 830 (2017-1888) 2/16/2017

CHAPTER 871. MOBILE HOMES, MANUFACTURED HOME COMMUNITIES (MOBILE HOME PARKS), AND CAMPGROUNDS.

871.01. Intent. The intent is to establish and enforce by ordinance, reasonable standards and regulations to protect and promote the public health, morals and welfare of its citizens. In accordance with Sec. 66.0435, Wis. Stats., the City of Ashland has also been granted authority to equitably defray the cost of municipal and educational services required by persons and families using manufactured home communities (mobile home parks) for living, dwelling, or sleeping purposes.

871.02. Definitions.

(a) Campground. Any parcel or tract of land owned by any person, individual, partnership, firm, company, corporation or governmental unit designed, maintained, used or intended to be used for the purpose of supplying accommodations for nonpermanent overnight use by a camping unit.

(b) Camping Site. A defined area located within a campground designated for a single camping unit or multiple camping units (also referred to as group camping sites).

(c) Camping Unit. Any portable device used as a temporary dwelling, including but not limited to, a recreational vehicle, bus, van or tent.

(d) Field Office. A transportable structure used as a temporary headquarters such as at a construction site.

(e) Mobile Home. A vehicle manufactured or assembled before June 15, 1976, designed to be towed as a single unit or in sections upon a highway by a motor vehicle and equipped and used, or intended to be used, primarily for human habitation, with walls of rigid, uncollapsible construction, which has an overall length in excess of forty-five (45) feet. This term includes the mobile home structure, its plumbing, heating, air conditioning and electrical systems, and all appliances and all other equipment carrying a manufacturer's warranty.

(f) Manufactured Home Community (Mobile Home Park). Any plot or plots of ground owned by an individual, partnership, firm, company or corporation upon which two (2) or more units, occupied for a dwelling or sleeping purposes regardless of mobile home ownership, are located and, whether or not a change is made for such accommodation. This term does include a farm where the occupants of the mobile/manufactured homes are the father, mother, son, daughter, brother, or sister of the farm owner or operator, or where the occupants of the mobile/manufactured homes work on the farm. This definition does not apply to any plot or plots of ground owned by the City of Ashland.

(g) Manufactured Home Community (Mobile Home Park) Management. The owner or person/s legally responsible for the operation of the community/park.

(h) Occupancy (Permanent). For the purpose of this ordinance, permanent occupancy shall mean the use of, or intended use of, all or a portion of a building, recreational vehicle or structure for thirty (30) days or more in a calendar year.

(i) Person. An individual, partnership, firm, company, corporation, whether tenant, owner,

lessee, licensee or their agent, heir or assign.

(j) Premises. A lot, plot, or parcel of land including a manufactured home community (mobile home park), and including the building or structures thereon, including a recreational vehicle or mobile home.

(k) Recreational Vehicle (RV) - Recreational vehicle means any of the following:

(1) Travel trailer means a vehicular, portable structure built on a chassis and on wheels; that is between ten (10) and thirty-six (36) feet long, including the hitch and eight (8) feet or less in width; designed to be used as a temporary dwelling for travel, recreation, vacation or other uses and towed by a car, station wagon or truck. It includes so-called fifth wheel units.

(2) Pick-up coach means a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, vacation or other uses.

(3) Motor-home means a portable, temporary dwelling to be used for travel, recreation, vacation or other uses, constructed as an integral part of a self-propelled vehicle.

(4) Camping trailer means a canvas or folding structure mounted on wheels and designed for travel recreation, vacation or other uses.

(l) Sanitary Station. A facility used for removing and disposing of wastes from a recreational vehicle holding tank.

(m) Service Building. A structure housing toilet, lavatory, and such facilities as required by the Wisconsin Department of Health Services.

(n) Site. A plot or plots of ground within a manufactured home community (mobile home park) of not less than one-thousand (1000) square feet complete with a concrete pad, designed for placement of one mobile home unit and space for the parking of one vehicle. A concrete pad shall be defined as a full length runner or 2' x 2' concrete pads installed for support of the mobile home per manufacturer recommendations.

(o) Tent. A portable lodge or, canvas or strong cloth, stretched and sustained by poles.

(p) Unit. A mobile home excluding hitch, awnings, storage unit, non-winterized porch or similar appurtenant structures.

871.03. Permanent Occupancy.

(a) Parking. No mobile home may be parked outside of an approved, licensed manufactured home community (mobile home park).

(b) Double-Wide Mobile Homes. Double-wide mobile/manufactured homes may be parked outside of manufactured home communities (mobile home parks) if they are attached to a foundation and meet the requirements of the State Uniform Dwelling Code, Federal HUD Codes, and the requirements set forth in the City of Ashland's Unified Development Ordinance.

(c) Recreational Vehicles. Recreational Vehicles (RVs) shall not be used for permanent occupancy.

871.04. Temporary Occupancy.

(a) Permits. Permitting of on-site or off-site mobile homes used as a field office or for temporary occupancy of a mobile/manufactured home by a college or other educational institution is regulated under the City of Ashland's Unified Development Ordinance.

(b) Occupation for Over 24 hours. Parking and occupying recreational vehicles or other camping units for more than twenty-four (24) hours shall be prohibited in areas other than campgrounds or private residences. The purpose of this subsection is to prohibit camping on City streets or parking lots in the City of Ashland. This subsection is not intended to prohibit overnight parking of semi-trucks at locations approved by owners, such as, truck stops and industrial parking lots. This subsection shall not take away the right of a parking lot owner to prohibit parking on their lot.

(c) Occupation for More Than 30 Days. A recreational vehicle (RV), tent, or other camping unit may not be occupied at a residence for more than thirty (30) days.

871.05. License for Manufactured Home Community (Mobile Home Parks) and Campgrounds: Applications and Issuance.

(a) Permits. It shall be unlawful for any person to establish, operate or maintain or permit to be established, operated or maintained upon any property owned, leased or controlled by that person, a manufactured home community (mobile home park) or campground within the limits of the City of Ashland without having first obtained all necessary approvals and/or permits from the Wisconsin Department of Safety and Professional Services (Safety and Buildings Division), the Department of Health Services and/or Ashland County Health & Human Services (in accordance with Wisconsin State Statute 254.47), the City of Ashland, and any other applicable local, state or federal agency.

(b) Licenses. A license for each such manufactured home community (mobile home park) or campground shall be obtained from the Office of the City Clerk pursuant to this ordinance. Such license shall expire on June 30th of each year, but may be renewed, under the provisions of this ordinance for additional periods of one year. The City Clerk is hereby authorized to prorate license fees from the date of original licensing until June 30th of the licensing year.

(c) Required Information. It shall be the duty of any person intending to operate a manufactured home community (mobile home park) or campground to report to the County Health and Human Resources and the City Clerk the following information: Name of the mobile home park or campground, name and address of owner, agent, or operator, number of persons that may be accommodated and location of the manufactured home community (mobile home park) or campground.

(d) Application for License. The application for such license or the renewal thereof shall be filed with the City Clerk and shall be accompanied by a fee as identified in the City of Ashland's Comprehensive Fee Schedule for each space in the existing or proposed court or campground, and a surety bond in the sum of five thousand dollars (\$5,000). This bond shall guarantee the collection of the monthly parking permit fee provided for in Section 871.14 and the payment of

such fees to the City Treasurer, the payment by the license of any fine or forfeiture including legal costs imposed upon or levied against said licensee for a violation of the ordinances of the City of Ashland, and shall also be for the use and benefit of others who may be prosecuted and recovery had thereon by any person who may be injured or damaged by reason of the licensee violating the provisions of this ordinance. A fee as identified in the City of Ashland's Comprehensive Fee Schedule, shall be paid for each transfer of a license.

(e) Number of Licenses. The Common Council may limit the number of licenses for communities in any common school district, if the development of a community would cause the school costs to increase above the state average or if an exceedingly difficult or impossible situation exists with regard to providing adequate and proper sewage disposal in the particular area.

871.06. Inspection and Enforcement.

(a) Inspections. No manufactured home community (mobile home park) or campground license shall be issued until upon notification by the City Clerk, the Planning & Development, Fire and Police Departments or their authorized agents have inspected each application and the premises on which mobile homes or camping units will be located to ensure compliance with the regulations, ordinances and laws applicable thereto. No license shall be renewed without a re-inspection of the manufactured home community or campground. For the purposes of making inspections and securing enforcement, such officials or their authorized agents shall have the right and are hereby empowered to enter on any premises on which a mobile home or service building is located, or about to be located, and to inspect the same and all accommodations connected thereon with at any reasonable time. All mobile homes, manufactured home community (mobile home parks), and campgrounds shall be open to inspection at all reasonable hours by the County Health and Human Services Department, City Building Inspector, Parks & Recreation Director, Police and Fire Chiefs, or their authorized agents.

(b) Moving mobile homes. Each manufactured home community (mobile home park) licensee and/or its managing agent shall apply for and receive a Building Permit before a mobile home is moved out of a manufactured home community (mobile home park) and another mobile home is moved in to take its place. The purpose of this notice is to permit the Building Inspector to make inspections to determine that newly placed mobile homes have been placed in compliance with this ordinance and to permit proper fair market value assessment of the newly placed mobile home.

871.07. Manufactured Home Community (Mobile Home Park) and Campground Plans.

(a) Manufactured Home Community (Mobile Home Parks) And Sites.

(1) Every mobile home and manufactured home community (mobile home park) shall be located on a well-drained area, and the premises shall be properly graded so as to prevent the accumulation of storm or other waters.

(2) Each community and site shall be clearly defined or delineated and shall be consistent with the standards and regulations pursuant to Section 5.1, G.: Mobile Home and Mobile/Manufactured Home Communities of the City of Ashland Unified Development Ordinance.

(3) For every new, or changes to an existing, manufactured home community (mobile home park), five sets of site plans, which indicate where mobile homes and other structures will be placed in the community (park) with a numbering system for the mobile homes, will be distributed to the Fire Department, Police Department, Public Works Director, City Assessor and Planning & Development Department for review and approval as required by the Unified Development Ordinance. The placement of new mobile homes shall also comply with the Unified Development Ordinance.

(b) Campgrounds and Sites.

(1) Every campground and every camp site and provided facility shall be located on a well-drained area not subject to intermittent flooding. The premises shall be properly graded so as to prevent the accumulation of storm or other waters that may create hazards to the property or the health and safety of the occupants.

(2) Every campground shall comply with the following:

(A) Exposed ground surfaces in all parts of every parking area shall be constructed with a durable, hard compact surface or otherwise protected to prevent soil erosion and eliminate objectionable dust.

(B) Camping sites shall be separated from each other and from other structures by at least fifteen (15) feet.

(C) All camping sites shall be located at least twenty-five (25) feet from any public street or highway right-of-way line.

(D) Principal and accessory buildings shall comply with all applicable building codes and zoning requirements, including but not limited to, setbacks and building height.

(E) Access to camp spaces shall be designed to mitigate congestion and hazards at their entrance or exit to allow free movement on adjacent streets.

(F) Surfaced roadways shall be adequate width to accommodate anticipated traffic and maintained so as to be free from potholes and ruts.

871.08. Mobile Home Additions and Accessory Structures. Additions, attachments, utility sheds and garages are allowed if permitted by the mobile home park owner or designated park manager and comply with the requirements of the City of Ashland's Unified Development Ordinance. Dimensional and setback requirements apply to all new, rebuilt, or enlarged additions, accessory buildings and garages in the mobile home park pursuant to Section 4.7: MHC Manufactured Home Community District of the Unified Development Ordinance.

871.09. Water Supply.

(a) Access to Water. An adequate supply of pure water, furnished through a pipe distribution system connected with the public water main or if public main is not available at the property line, a Wisconsin Department of Natural Resources approved well shall be furnished for drinking and domestic purposes in all mobile home communities and campgrounds. The

applicable requirements of the State Plumbing Code, the State Department of Health and Social Services, and the Department of Natural Resources shall apply.

(b) Water Service. A separate valved water service shall extend to each mobile home site.

(c) Fire Hydrants. Fire hydrants in mobile home courts shall be maintained in proper working order as determined by the Public Works Director or designated authorized agent at the owner's expense, and no mobile home shall be installed unless a hydrant is available within four-hundred (400) feet.

(d) Metered Water. Water shall be metered at the property line. If a private well is used, it too shall be metered for the purpose of determining sewage billing.

871.10. Service Building and Accommodations.

(a) Service Buildings. Campgrounds shall have a central service building, which complies with Wisconsin Department of Health Services requirements for service buildings, located within a radius of one-thousand (1000) feet to the spaces to be serviced.

(b) Fire Extinguishers. Service buildings shall be provided with at least two (2) fire extinguishers placed so they are easily accessible.

871.11. Sewage and Garbage Disposal.

(a) Manufactured Home Communities (Mobile Home Parks).

(1) When public sewage facilities are available at the property line, connection and use is required. If public sewage facilities are not available, a treatment system approved by the Wisconsin Department of Safety and Professional Services (Safety and Buildings Division) shall be used.

(2) Every site designed for the use of a mobile home shall be provided with sewer connections which comply with the State Plumbing Code. The sewer connection shall be provided with the suitable fittings so that a water-tight connection can be made, such connections shall be so constructed so that they can be closed when not connected and trapped in such a manner as to be maintained in an odor-free condition.

(3) All garbage which is not disposed of through a garbage disposal unit connected with the sewerage system shall be kept in separate, ~~leakproof~~leak-proof, metal or plastic garbage containers. The requirements of applicable City ordinances, refer to Ordinance 750: Property Maintenance, which govern garbage disposal shall apply.

(b) Campgrounds.

(1) Every campground containing camping sites for recreational vehicle use shall provide a sanitary station, at the owner's expense, for removing and disposing of wastes from recreational vehicle holding tanks. For City owned campgrounds, a fee may be charged as identified in the City's Fee Schedule.

(2) Campground garbage and refuse shall be stored in covered containers which are

durable, easily cleanable, and insect, rodent and water resistant. One (1) container, which complies with City of Ashland Ordinance 905, shall be provided by the campground's owner for every two (2) camp sites. The contents of the can shall be removed and disposed of in a sanitary manner by the camp custodian as often as necessary to prevent an excessive accumulation, but not less than twice weekly. If a properly operated and maintained central collection point system is established, one (1) container shall be provided for every five (5) sites.

871.12. Limitations on Length of Stay and Number of Occupants.

(a) Location. It shall be unlawful for any person to occupy any mobile home within the City of Ashland for permanent occupancy unless such mobile home is located in a manufactured home community (mobile home park) licensed and permitted under this ordinance and the Unified Development Ordinance.

(b) Number of Occupants. The City Council or Plan Commission may, in its discretion, and by a uniform rule, limit the number of occupants in any mobile home occupying a space in a licensed court, for reasons of health and public welfare.

871.13. Management.

(a) Office. In every manufactured home community (mobile home park) or campground there shall be located at the office of the owner, attendant or person in charge of said mobile home park or campground, a copy of the manufactured home community (mobile home park) or campground license, a copy of this ordinance and a register that complies with subparagraph (b) (1) below.

(b) Duties of Owner/Manager. It is hereby made the duty of the owner, attendant or person in charge together with the licensee to:

(1) Keep a register of all guests, on-site and to be open at all times to inspections by state and federal officers and by authorized agents of Ashland's Fire or Police Departments, Public Works Director, City Assessor and Planning & Development Department which shall show for all guests the following:

(A) Names and addresses;

(B) Number of children of school age;

(C) State of legal residence;

(D) Dates of entrance and departure;

(E) License number of all trailers and towing or other vehicles; and

(F) States issuing such license.

(2) Maintain the community or campground in a clean, orderly and sanitary condition at all times.

(3) Ensure that the provisions of this ordinance are complied with and enforce and report promptly to the proper authorities any violations of law which may come to their attention.

(4) Maintain in convenient places, approved by the Fire Chief or authorized agent, hand fire extinguishers in the ratio of one to each six mobile home units or camping sites.

(5) Collect the monthly parking permit fee as provided in Section 871.14 of this ordinance. A book shall be kept current showing the names of the persons paying said service charge and the amount paid, which monies are the property of the City of Ashland.

(6) Prohibit the lighting of open fires on the premises. All campfires or burning shall comply with City of Ashland Ordinance 978.

871.14. Application of Plumbing, Electrical and Building Ordinances. All plumbing, electrical, building, and other work done on or at any manufactured home community (mobile home park) or campground shall be in accordance with the ordinances of the City of Ashland and the requirements of the state board of health. Licenses issued under this ordinance grant no right to erect or repair any building or structure, or allow any plumbing or electrical work.

871.15. Monthly Parking Fee.

(a) Monthly Fee. There is hereby imposed on each owner of a nonexempt, occupied mobile home in the City of Ashland a monthly parking fee as listed in the City's Comprehensive Fee Schedule and as determined in accordance with Sec. 66.0435 (3), Wis. Stats., which is hereby adopted by reference and made part of this ordinance as if fully set forth herein. It shall be the full and complete responsibility of the licensee to collect the proper amount from each mobile homeowner. Licensees and owners of mobile homes permitted to be located on land outside a manufactured home community (mobile home park) shall pay to the City Treasurer such parking permit fees on or before the 10th of the month following the month for which such fees are due in accordance with the terms of this ordinance and such regulations as the treasurer may reasonable promulgate.

(b) Reporting. Licensees of manufactured home community (mobile home parks) and owners of land on which are parked any occupied, nonexempt mobile homes shall furnish information to the City Clerk and City Assessor on such homes added to their community (park) or land within five (5) days after arrival of such home on forms furnished by the City Clerk in accordance with Sec. 66.0435 (3), Wis. Stats.

(c) Penalty. Any manufactured home community (mobile home park) operator who fails to comply with the reporting requirements of Sec. 66.0435 (3), Wis. Stats., shall be liable for a forfeiture of twenty-five (\$25.00) per violation and each day the violation continues. Each failure to report shall be regarded as a separate offense.

871.16. Revocation and Suspension. The City Council is hereby authorized to revoke any license or permit issued pursuant to the terms of this chapter in accordance with Sec. 66.0435, Wis. Stats.;

875871.17. Penalties for Violation of Ordinance. Except as otherwise provided in this chapter,

any person violating any provision of this chapter shall be liable for a forfeiture of not less than fifty- dollars (\$50.00) nor more than five-hundred (\$500.00) per offense plus the actual costs of prosecution, including attorney fees. Each day of violation shall constitute a separate offense.

ADOPTED: 871 (1767) 1/10/2012

CHAPTER 978. BURNING OF GRASS, LEAVES, AND GARBAGE.

978.01. Purpose. This chapter is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of and visitors to the City of Ashland due to the air pollution and fire hazards of open burning, outdoor burning, and refuse burning.

978.02. Applicability. This chapter applies to all outdoor burning and refuse burning within the City of Ashland, except as provided below

(a) This chapter does not apply to grilling or cooking using charcoal, wood, propane or natural gas in cooking or grilling appliances.

(b) This chapter does not apply to burning in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation unless the material being burned includes refuse as defined in Section 978.04.

(c) This chapter does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

(d) This chapter does not apply to an outdoor wood fired furnace as defined in Section 978.04.

(e) Sec. 978.08 does not apply to:

(1) The fire area located on the Northland College campus west of Wheeler Hall; and

(2) Campfires built within 20 feet of the Lake Superior shore on snow or ice or, before June 1, on sand, provided such fires are not built on Maslowski Beach, Sixth Avenue Beach, Kreher Park beach, or Bayview Park beach west of the pier, as such parks and beaches are designated under Section 463.04, Ashland City Ordinances.

978.03. Reserved.

978.04. Definitions.

(a) "Campfire" means a small outdoor fire intended for recreation or cooking not including a fire intended for disposal of waste wood or refuse.

(b) "Clean Wood" means natural wood which has not been painted, varnished, or coated with a similar material, has not been pressure treated with preservatives, and does not contain resins or glues as in plywood or other composite wood products.

(c) "Confidential papers" means printed material containing personal identification or financial information that the owner wishes to destroy.

(d) "Extinguished" in relation to a fire means that there are no flames, glowing embers, smoke, or steam, and that all combustible materials are cold to the touch.

(e) "Fire Chief" means the Chief of the Ashland Fire Department or other person authorized by the Fire Chief.

(f) "Outdoor Burning" means open burning or burning in an outdoor wood-fired furnace.

(g) "Open Burning" means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.

(h) "Outdoor Wood-fired Furnace" means a wood-fired furnace, stove or boiler that is not located within a building intended for habitation by humans or domestic animals.

(i) "Refuse" means any waste material except clean wood.

978.05. General prohibition on outdoor burning and refuse burning. Open burning, outdoor burning, and refuse burning are prohibited in the City of Ashland unless the burning is specifically permitted by this chapter.

978.06. Materials that may be burned. Unless a specific written approval has been obtained from the Fire Chief or the Department of Natural Resources, only the following materials may be burned in an open fire, incinerator, burn barrel, furnace, stove or any other indoor or outdoor incineration or heating device: ~~1. *~~

(a) Clean wood.

(b) Brush.

(c) Weeds, as allowed under Section 978.07 and papers as allowed under Section 978.11.

978.07. Burning brush, clean wood, and weeds. Open burning of weeds, brush, stumps, and clean wood is allowed only in accordance with the following provisions: ~~1.~~

(a) All allowed open burning shall be conducted in a safe, nuisance free manner, when wind and weather conditions are such as to minimize adverse effects and not create a health hazard or a visibility hazard on roadways, railroads, or airfields. Open burning shall be conducted in conformance with all local and state fire protection regulations.

(b) No open burning shall be undertaken during periods when either the Fire Chief or the Wisconsin Department of Natural Resources has issued a burning ban applicable to the area, except for barbecue gas, and charcoal grills, unless such fires are included in the burning ban.

(c) Grass, leaves, weeds, brush, and tree trunks, stumps, and limbs may be burned in areas zoned for agricultural use, upon receiving permission from the Fire Chief, provided that the

burning is for agricultural purposes only. Prior to the actual start of burning, the permittee shall notify the Fire Department and the Dispatch Center for the Ashland Police Department. The permittee and the property owner where the burning occurs shall be responsible for any damage caused by the fire. Refuse other than grass, leaves, weeds, brush and tree trunks, stumps, and limbs, may not be burned pursuant to this section.

(d) Grass, leaves, weeds, brush, and tree trunks, stumps, and limbs may be burned in areas zoned for industrial use, upon receiving permission from the Fire Chief, provided that the burning is for the purpose of site development for new construction only. Before issuing any permit under this section, the Fire Chief shall perform an on-site inspection of the area where the burning is to occur and may impose conditions on the permit, including but not limited to requirements for on-site fire suppression equipment and personnel, and time and weather requirements. Prior to the actual start of burning, the permittee shall notify the Fire Department and the Dispatch Center for the Ashland Police Department. The permittee and the property owner where the burning occurs shall be responsible for any damage caused by the fire. Refuse other than grass, leaves, weeds, brush and tree trunks, stumps, and limbs, may not be burned pursuant to this section.

(e) Fires set for forest, prairie or wildlife habitat management are allowed with the approval of the Department of Natural Resources.

(f) Bonfires are allowed only if approved by and in accordance with provisions established by the Fire Chief.

(g) Burning of trees, trunks, stumps and limbs, brush, or weeds is allowed only when snow cover is present at the burn site, or if it is not, then only if approved by the Fire Chief and if in accordance with other provisions of this chapter.

(h) In emergency situations such as natural disasters burning that would otherwise be prohibited is allowed if specifically approved by the Department of Natural Resources.

(i) Except for barbecue gas, and charcoal grills, open burning under this section shall only be conducted at a location at least 10 feet from the property line.

(j) Open burning shall be constantly attended and supervised by a competent person of at least eighteen (18) years of age until the fire is extinguished, as defined in Section 978.04(d). The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.

(k) No materials may be burned upon any street, curb, gutter or sidewalk.

(l) Except for barbecue, gas and charcoal grills, no burning shall be undertaken within 25 feet of any combustible material, combustible wall or partition, exterior window opening, exit access or exit unless authorized by the Fire Chief.

(m) No open burning may be conducted on days when the Fire Chief issues a burning ban.

(n) Any otherwise lawful fire may be prohibited, or if already in progress, may be ordered extinguished, by the Fire Chief or any law enforcement officer of the City of Ashland, if the atmospheric conditions are such as to make the fire a hazard to public health or safety or to public or private property, or if the fire is producing excessive flame or smoke so as to endanger public health or safety or public or private property.

978.08. Backyard fire rings. Outdoor campfires and small bonfires for cooking, ceremonies, or recreation are allowed provided:

(a) The fire is confined by a control device or structure such as an enclosure, fire ring, or fire pit, no more than three feet wide at its widest point.

(b) All other provisions contained in this chapter are followed.

(c) No complaints related to such fires are received. If a complaint is received while a fire is burning, the Fire Chief or any law enforcement officer may order the fire extinguished. The Fire Chief may also prohibit all outdoor campfires and small bonfires at the address based on safety, health, or nuisance concerns, or may place specific conditions on allowing outdoor campfires and small bonfires at the address. The Fire Chief shall inform the complainant of any action taken as a result of the complaint. Any party aggrieved by the Fire Chief's response to a complaint may have that response reviewed by the City Council's Committee of the Whole. Upon review, the Committee of the Whole shall determine if safety, health, or nuisance concerns make it advisable to prohibit, limit, or condition outdoor campfires and small bonfires at the address. The decision of the Committee of the Whole shall be the final decision of the City.

978.09. Burn barrels. No person shall use or maintain a burn barrel in the City of Ashland.

978.10. Fire department practice burns. The Ashland Fire Department or Wisconsin Indianhead Technical College may burn a standing building if necessary or useful for fire-fighting practice upon compliance with any applicable requirements of the Department of Natural Resources.

978.11 Exemption for burning certain papers.

(a) Notwithstanding Section 978.06, paper and cardboard products may be used as a starter fuel for a fire that is allowed under this ordinance.

(b) Small quantities of confidential papers from a residence may be burned if necessary to prevent the theft of financial records, identification or other confidential information.

(c) Confidential papers from a commercial enterprise shall be shredded or destroyed in a manner other than burning.

(d) A fire set for burning of a small quantity of confidential papers shall be subject to and comply with all other requirements of this ordinance.

978.12 Burning permits.

(a) The Fire Chief is authorized to issue burning permits under subsections 978.07(c), (d), and (f).

(b) A burning permit issued under this chapter shall require compliance with all applicable provisions of this chapter and any additional special restrictions deemed necessary to protect public health and safety.

(c) Any violation of the conditions of a burning permit shall be deemed a violation of this chapter. Any violation of this chapter or the burning permit shall void the permit.

(d) A permit shall only be issued upon payment of the permit fee as established in the City's Comprehensive Fee Schedule.

978.13. Sky lanterns.

(a) Definition. A "sky lantern" is a small hot air balloon made of paper or other fabric with an opening at the bottom where a small fire is suspended.

(b) Prohibition. No person shall light, launch, or allow to become airborne any sky lantern.

978.14. Liability. A person starting, using, or maintaining an outdoor fire; or lighting, launching, or allowing to become airborne a sky lantern; shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

978.15. Right of entry and inspection. The Fire Chief or law enforcement officer or Building Inspector of the City of Ashland may inspect any property for the purpose of ascertaining compliance with the provisions of this chapter. If the owner or occupant of the premises denies access to the property for this purpose, a special inspection warrant may be obtained in accordance with Sec. 66.0199 Wis. Stats.

978.16. Enforcement and penalties.

(a) The Fire Chief and any law enforcement officer of the City of Ashland are authorized to enforce the provisions of this chapter.

(b) The penalty for violation of any portion of this chapter shall be a forfeiture of not less than \$50 or more than \$1,000 plus the cost of prosecution. Penalties are doubled for second and subsequent offenses.

***NOTE:** Materials such as those listed below (but not limited to those listed below) are banned because burning them can cause adverse effects to human health and the environment or because they can be recycled.

(a) Rubbish or garbage including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.

(b) Waste oil or other oily wastes except used oil burned in a heating device for energy recovery subject to the restrictions in Chapter NR 590, Wisconsin Administrative Code.

(c) Asphalt and products containing asphalt.

(d) Treated or painted wood including but not limited to plywood, composite wood products or other wood products that are painted, varnished or treated with preservatives.

(e) Any plastic material including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.

(f) Rubber including tires and synthetic rubber-like products.

(g) Newspaper, corrugated cardboard, container board, office paper and other materials that must be recycled in accordance with the recycling ordinance.

ADOPTED: 978 (1831) 8/19/2014

AMENDMENTS: 978 (2015-1844) 5/26/2015; 978 (2016-1866) 01/26/2016

CHAPTER 990. ~~AN ORDINANCE TO ESTABLISHING A BULKHEAD LINE ON CHEQUAMEGON BAY BETWEEN 10TH AVENUE WEST AND APPROXIMATELY 150' E OF EAST LINE OF MACARTHUR AVENUE~~ IN THE CITY OF ASHLAND, WISCONSIN.

990.01. Establishment of Bulkhead Line between 10th Avenue West and Approximately 150' E of East Line Of Macarthur Avenue. A bulkhead line along that part of the shore of Lake Superior as set forth in the following description and attached map is hereby established and determined, subject to approval of the Department of Natural Resources

990.02.a. Location and Legal Description. A bulkhead line located in blocks 96, 97, and 98, Ashland Proper, City of Ashland, Ashland County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of Block 27, Ashland Proper, which is marked by a 1" iron pipe: thence S 89 degrees 51' 59" E, assumed bearing, 33.00 feet; thence N 00 degrees, 00' 31" E along the centerline of 10th Avenue West, 1011.99 feet to a two (2) inch inside diameter iron pipe located at the Ordinary High Water (O.H.W.M.) of elevation 602.00 feet Inter-national Great Lakes Datum 1955 (IGLD), which is the point of beginning of said bulkhead line; thence N 00 degrees 00' 31" E, 471.80 feet; thence N 89 degrees 52' 56" E, 100.25 feet; thence S 11 degrees 13' 29" W, 31.10 feet to a two (2) inch inside diameter iron pipe located at the O.H.W.M. of elevation 602.00 feet (IGLD), which is the end of said bulkhead line; thence S 83 degrees 32' 45" W, 913.65 feet to the point of beginning.

990.03.b. Public Interest. Said bulkhead line is established in the public interest to establish a practical shoreline connecting existing land, to provide for the elimination of unsightly, undesirable mud and marsh areas and to provide for the protection and improvement of the shoreline and existing land and structures along Chequamegon Bay. The owners of lands abutting on said shore are authorized to fill and improve their property up to said bulkhead line.

990.04. Certified Copies. ~~Three certified copies of this ordinance, together with three true and correct copies of such map, be submitted to the Department of Natural Resources for its approval, furthermore than upon the return and receipt of such approved maps, the same be filed as follows: one (1) copy in the office of Department of Natural Resources, one (1) copy in the office of Ashland City Clerk, one (1) copy in the Register of Deeds for and in Ashland County, Wisconsin.~~

990.03 Establishment of a Bulkhead Line on the Chequamegon Bay of Lake Superior Between North 6th Avenue West and the East End of the So-Called City Dock (16th Avenue East).

a. Location and Legal Description. The bulkhead line is located in Blocks 4-7, 10, 14, 19, 20, 28, 29, 30, 37, 38, 49 and 406-409 of the Ellis Division; and Blocks 68-71 and 406 of the Vaughn's Division; all in the City of Ashland, Wisconsin, more specifically described as follows:

Commencing at the corner common to sections 33 and 34 T.48N. R.4W.; and sections 3 and 4; T.47N.; R.4W.; which is marked by an Ashland County aluminum monument; Thence N04°45'04"W 5147.36 feet to the point of beginning of said bulkhead line; which is also on the current and original shoreline of Lake Superior;

Thence S67°31'43"W along said bulkhead line 154.93 feet; Thence N76°36'04"W 52.03 feet; Thence N38°19'00"W 127.63 feet; Thence N88°53'42"W 56.05 feet; Thence N49°42'41"W 112.67 feet; Thence S79°16'04"W 87.45 feet; Thence N42°38'35"W 110.89 feet; Thence S58°17'10"W 703.09 feet; Thence S31°14'28"E 32.42 feet; Thence S45°01'40"W 130.88 feet; Thence N89°23'08"W 121.70 feet; Thence N31°16'24"W 54.61 feet; Thence S67°30'34"W 94.35 feet; Thence N81°52'48"W 276.66 feet; Thence N85°15'33"W 42.37 feet; Thence N50°18'04"W 82.40 feet; Thence N28°38'31"W 121.45 feet; Thence N34°28'51"W 222.26 feet; Thence N33°46'19"W 736.47 feet; Thence S57°28'15"W 187.80 feet; Thence S01°04'24"W 48.15 feet; Thence S34°55'21"E 832.56 feet; Thence S20°49'07"W 73.37 feet; Thence S04°50'58"E 38.47 feet; Thence S19°17'26"E 22.62 feet; Thence S44°07'44"W 141.47 feet; Thence S6°36'18"E 120.32 feet; Thence S27°39'17"E 87.47 feet; Thence S48°58'48"E 124.32 feet; Thence N89°37'48"W 117.39 feet; Thence N33°19'31"W 167.42 feet; Thence N2°13'02"W 72.11 feet; Thence N27°27'09"W 67.16 feet; Thence N23°47'12"W 101.16 feet; Thence S75°53'05"W 142.81 feet; Thence S03°49'19"W 115.04 feet; Thence S67°14'39"E 53.01 feet; Thence S10°01'17"E 159.97 feet; Thence S45°16'00"E 74.28 feet; Thence S30°32'02"W 217.13 feet; Thence S14°21'30"W 52.48 feet; Thence S68°48'30"W 29.83 feet; Thence S26°02'48"E 37.45 feet; Thence S14°21'30"W 163.18 feet; Thence S51°13'32"W 289.06 feet; Thence S82°27'36"W 78.08 feet; Thence N65°38'52"W 63.31 feet; Thence N76°43'16"W 37.68'; Thence S54°07'10"W 70.22 feet; Thence S23°01'35"W 62.38 feet; Thence S66°50'08"W 89.40 feet; Thence N31°24'32"W 67.21 feet; Thence N57°22'16"E 18.70 feet; Thence N32°13'07"W 302.23 feet; Thence S57°46'53"W 31.76 feet; Thence N35°56'08"W 49.28 feet; Thence N35°15'09"W 307.50 feet; Thence S51°56'58"W 32.24 feet; Thence S34°35'19"E 319.63 feet; Thence S08°12'54"W 109.53 feet; Thence S22°46'54"W 176.14 feet; Thence S29°16'59"W 160.85 feet; Thence S36°45'36"W 145.63 feet; Thence S52°56'46"W 69.96 feet; Thence S46°11'35"W 136.01 feet; Thence S54°40'32"W 99.61 feet; Thence S73°49'59"W 102.38 feet; Thence N35°44'48"W 54.49 feet; Thence N64°42'43"W 43.05 feet; Thence N32°52'43"W 144.86 feet; Thence N57°10'53"W 32.16 feet; Thence S48°44'31"W 15.91 feet; Thence S15°08'24"E 54.75 feet; Thence S31°21'38"E 121.50 feet; Thence S75°40'34"E 32.66 feet; Thence S12°04'46"E 105.00 feet; Thence S75°55'35"W 66.05 feet; Thence N12°04'46"W 50.17 feet; Thence N33°06'29"W 245.08 feet; Thence N23°22'23"W 85.59 feet; Thence S51°38'33"W 33.43 feet; Thence S28°52'41"E 303.09 feet; Thence S31°27'04"W 32.97 feet; Thence S39°35'20"W 161.23 feet; Thence S57°26'55"W 145.00 feet; Thence N89°00'29"W 113.80 feet; Thence S57°33'03"W 65.78 feet; Thence S04°57'07"W 83.82 feet; Thence S23°22'27"E 194.13 feet; Thence S35°41'12"W 372.03 feet; Thence S82°48'40"W 256.64 feet; Thence N45°40'55"W 306.15 feet; Thence N16°49'39"W 373.02 feet; Thence S66°36'56"W 141.15 feet; Thence S79°34'22"W 78.69 feet; Thence S41°27'48"W 66.71 feet; Thence S44°07'44"E 413.43 feet; Thence S37°38'06"E 74.74 feet; Thence S46°22'57"E 248.45 feet; Thence N59°21'04"E 15.38 feet; Thence S47°53'59"E 238.64 feet; Thence S12°54'56"E 88.86 feet; Thence S00°19'33"W 85.13 feet; Thence S06°30'56"W 118.27 feet; Thence S41°33'38"W 105.68 feet; Thence S49°58'09"W 328.59 feet; Thence S48°00'35"W 326.67 feet; Thence S51°44'58"W 315.78 feet; Thence S54°27'18"W 49.45 feet; Thence S62°05'16"W 99.85 feet; Thence S76°18'14"W 75.36 feet; Thence S71°57'15"W 232.09

feet; Thence S84°32'44"W 193.05 feet; Thence N71°28'38"W 79.12 feet; Thence N46°54'42"W 199.40 feet; Thence N74°28'08"W 51.68 feet; Thence N65°49'17"W 41.37 feet; Thence N33°53'24"W 774.05 feet; Thence N41°19'53"W 63.85 feet; Thence S56°52'25"W 317.87 feet; Thence S31°55'18"E 410.07 feet; Thence S32°02'32"E 372.23 feet; Thence S32°25'06"E 403.81 feet; Thence S46°13'49"W 136.68 feet; to the point of ending of said bulkhead line;

Thence S57°52'20"E 126.84 feet to the original meander line of Lake Superior; Thence N66°24'52"E continuing along said original meander line; 176.75 feet; Thence N59°46'42"E 165.39 feet; Thence N44°23'18"E 153.91 feet; Thence N35°22'34"E 128.27 feet; Thence N27°05'06"E 84.19 feet; Thence N89°55'19"E 149.23 feet; Thence N73°40'01"E 111.26 feet; Thence N62°45'29"E 120.43 feet; Thence S69°13'55"E 62.55 feet; Thence N60°05'37"E 309.73 feet; Thence N53°56'25"E 299.78 feet; Thence N41°51'20"E 161.06 feet; Thence N54°07'05"E 160.58 feet; Thence N27°53'34"E 143.92 feet; Thence N34°28'41"E 118.22 feet; Thence N42°15'26"E 131.01 feet; Thence N11°58'01"E 115.75 feet; Thence N40°40'06"W 16.94 feet; Thence N42°52'21"E 1353.87 feet; Thence N56°34'35"E 396.07 feet; Thence N22°37'59"E 281.10 feet; Thence N69°20'13"E 312.61 feet; Thence N51°13'32"E 661.50 feet; Thence N14°21'30"E 261.52 feet; Thence N30°32'02"E 236.79 feet; Thence S89°37'48"E 511.99 feet; Thence S89°13'20"E 166.24 feet; Thence N62°12'19"E 234.60 feet; Thence N76°30'57"E 481.62 feet; Thence N61°25'20"E 201.14 feet; Thence N69°36'13"E 870.91 feet; Thence N78°04'28"E 52.95 feet to the point of beginning.

b. Public Interest. Said bulkhead line is established in the public interest to establish a practical shoreline connecting existing land, provide a recoverable shoreline in cases of dredging or excavation, and to provide a regularized shoreline for the protection and improvement of the shoreline and existing and proposed land and structures along Chequamegon Bay. The owners of the lands abutting on said shore are authorized to fill and improve their property up to said bulkhead line with necessary permits from the Wisconsin Department of Natural Resources and in accordance to the City's Zoning Ordinance.

990.50 Certified Copies. Three certified copies of this ordinance, together with three true and correct copies of such map, be submitted to the Department of Natural Resources for its approval, furthermore than upon the return and receipt of such approved maps, the same be filed as follows: one (1) copy in the office of Department of Natural Resources, one (1) copy in the office of Ashland City Clerk, one (1) copy in the Register of Deeds for and in Ashland County, Wisconsin.

ADOPTED: 990 (980) 3/9/1982

ADOPTED: 990 (980) 3/9/1982

ORDINANCE TO ESTABLISH PREVAILING WAGE ON CITY OF ASHLAND
PUBLIC CONSTRUCTION PROJECTS

The Common Council of the City of Ashland ordains as follows:

Section 1. Prevailing Wage.

A. Purpose and intent. It is the policy of the city to assure equitable wages for all building or construction work which is financed in whole or in part with city financial assistance. Extending prevailing wages to workers employed on such projects preserves and promotes the public health, safety, prosperity, and general welfare of the people of the City of Ashland.

B. On any projects for which the city contributes financial assistance and which are “public work,” “building work,” or “erection, construction, remodeling, repairing” and on which work is performed by “employees working on the project” or “laborers, workers, and mechanics” as those terms are defined herein, all employees shall be compensated at the rates established under Wisconsin Statutes and Section DWD 290 of the Wisconsin Administrative Code or as may be provided by the city from time to time. In the event of a difference in the required rates or provisions, the higher wage or more stringent provision established by the city or the state shall be required.

C. “City financial assistance” means any grant, cooperative agreement, loan, contract (other than a public work contract, a supply procurement contract, a contract of insurance or guaranty or a collective bargaining agreement) or any other arrangement by which the city provides or otherwise makes available assistance, in the form of:

1. Funds.
2. Real and personal property or any interest in or use of such property, including:
 - a. Transfers or leases of such property for less than the fair market value, or for reduced consideration; and
 - b. Proceeds from a subsequent transfer or lease of such property if the city's share of its fair market value is not returned to the city.
3. The sale and lease of, and the permission to use (on other than a casual or transient basis) city property or any interest in such property, the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by the sale, lease or furnishing of services to the recipient.

4. Any city agreement, arrangement or other contract which has as one of its purposes the provision of financial assistance, including purchase of service agreements.

5. “City financial assistance” includes, but is not limited to redevelopment contracts, economic development agreements, revenue or loan agreements which an eligible participant or authorized developer under s. 66.1103, Wis. Stats., contracts with developers or other entities authorized by ss. 66. 1333(5) and 66.1105(3), Wis. Stats., and assistance provided under s. 66.1109, Wis. Stats.

D. All contracts or agreements for such projects shall include the following provision: Prevailing wages. The contractor shall pay its employees the wage rates established pursuant to City of Ashland Ordinance No. _____ and will comply with all other requirements of those ordinances, and shall require in its contracts and subcontracts for work on the project, adherence by those contractors, subcontractors and agents to the wage rates and other requirements of those ordinances.

Section 2. Regulation of public work.

A. Wage rates for employees of public work contractors.

1. General and authorization. Every contract for public work issued by the City of Ashland shall require the contractor to compensate its employees at the prevailing wage rate in accordance with s. 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code, and as hereinafter provided.

a. This provision shall apply to all contracts for public work regardless of any exclusions contained in Wisconsin Statutes, including s. 66. 0903(3)(c), based on the value of the contract, number of trades involved, or type of work.

b. “Public work” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

c. “Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphalt concrete or stone which is incorporated into the work under contract with the city by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

d. “Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction

or development of the project, including, without limitation, erection, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building, or work done by the employees of the contractor, subcontractor, or agent thereof, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building, or work by persons employed by the contractor, subcontractor, or agent thereof.

e. “Employees working on the project” means laborers, workers, and mechanics employed directly upon the site of the work.

f. “Laborers, workers, mechanics, and truck drivers” includes sub-journeypersons and properly registered and indentured apprentices, but excludes clerical, supervisory, and other personnel not performing manual labor.

2. Establishment of wage rates. The department of public works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Ashland prevailing wage rate schedule for public work construction (prevailing wage rate). The department of public works may include known increases to the prevailing wage rate, which can be documented and are to occur on a future specific date. Upon approval by the common council, the prevailing wage rate shall be included in public work contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract.

3. Payrolls and records.

a. The contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the contractor’s subcontractors and agents. Such weekly payroll records must include the required information for all city contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. These records will reflect the individual time each employee worked on the project for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received for that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage rate to the employee.

b. Upon completion of the project, the contractor shall submit, together with the affidavit required by subsection 10, below, the weekly payroll records, including the records of the contractors and agents, to the city engineer for every week that work is being done on the contract.

c. Employees shall be paid unconditionally and not less often than every thirty days. Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate, and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

d. An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract an employee works in a higher pay classification than the one which was previously properly assigned to the employee, the employee shall be considered to be in the higher pay classification for the balance of the contract, will receive the appropriate higher rate of pay, and shall not receive a lesser rate during the balance of the contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within classification. For example, the classification operating engineer provides for different rates of pay for various classes of work and the employer shall compensate an employee classified as an operating engineer based on the highest class of work that is done in one day. Therefore, an operating engineer's rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an operating engineer. Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation, or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential, and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employer's proper classification.

e. Questions regarding an employee's classification, rate of pay, or rate of pay within a classification shall be resolved by reference to the DWD Dictionary of Occupational Classifications and Work Descriptions.

f. The contractor or its subcontractors and agents shall cooperate with city representatives seeking information regarding compliance with the provisions of this ordinance.

g. Mulcting of the employees by the contractor, subcontractors and agents on contracts subject to this section, through kickbacks or other devices, is

prohibited. The normal rate of wage for the employees of the contractor, subcontractors and agents shall not be reduced or otherwise diminished as a result of the payment of the prevailing wage rate on a public work contract. Any contractor, subcontractor, or agent violating this provision shall be subject to a civil penalty in an amount equal to three times the amount of pay wrongfully diverted from employees.

4. Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD 290.01(10), Wisconsin Administrative Code.

5. Apprentices and sub-journeypersons. Apprentices and sub-journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02 and DWD 290.025, Wisconsin Administrative Code, respectively.

6. Straight time wages. The contractors may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wisconsin Administrative Code.

7. Overtime wages. The contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wisconsin Administrative Code.

8. Posting of wage rates and hours. A clearly legible copy of the prevailing wage rate, together with the provisions of s. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

9. Evidence of compliance by contractor. Upon completion of the contract, the contractor shall file with the department of public works an affidavit stating:

a. That the contractor has complied fully with the provisions and requirements of s. 66.0901(3), Wis. Stats., and Chapter DWD 290, Wisconsin Administrative Code; that the contractor has received evidence of compliance with each of the subcontractors and agents; the names and addresses of all of the subcontractors and agents who worked on the contract.

b. That full and accurate records have been kept which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years

following the completion of the project of public work and shall not be removed without prior notification to the municipality.

10. Evidence of compliance by agent and subcontractor. Each agent and subcontractor shall file with the contractor, upon completion of their portion of the contract, an affidavit stating that all provisions of s. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the contractor in connection with the work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records shall be kept and the name, address and telephone number of the persons who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public work and shall not be removed without prior notification to the municipality.

11. Failure to comply with the prevailing wage rate. If the contractor fails to comply with the prevailing wage rate of this ordinance, he/she shall be in default on the contract.

12. Multiple violations. Upon the third and subsequent violations of this section, the contractor, subcontractor, or agent found in violation will be disqualified from bidding on any project subject to this section for a period of three years following such finding.

13. Exemptions. This section will not apply to work performed by public employees or to work performed on an owner-occupied dwelling in an area zoned R-1, in a TIF District. This section applies to work performed on projects receiving city financial assistance only until such time as the city financial assistance ends.

B. Sanction against bid rigging. Any corporation, firm or individual violating s. 133.01 of the Wisconsin Statutes (1971) or any subsequent amendment thereto shall, upon conviction thereof, be thereby disqualified as a bidder on any City of Ashland project for a period of three (3) years from the date of such conviction. However, nothing herein shall be interpreted to preclude such corporation, firm or individual from completing any and all contracts he may already have with the city at the time of such conviction, nor shall this ordinance be applied retroactively to violations occurring prior to the adoption and publication of this ordinance.

C. Public construction allowed to be done by the city without bids.

1. The installation and maintenance of irrigation equipment at a municipal golf course is hereby designated a class of public construction which may be done directly by the city without submitting same for bids, in accordance with s. 62.15(1), Wisconsin Statutes.

2. The installation of prefabricated bus shelters is hereby designated a class of public construction which may be done directly by the city without submitting same for bids, in accordance with s. 62.15(1), Wisconsin Statutes.

D. Separation of contracts and combined bids. The city council may, at its option, take separate bids for (a) general construction, (b) plumbing, (c) heating, ventilating and air condition, and (d) electrical divisions of work on the repair, remodeling or improvement of any public building or structure other than highway structures. The council may take separate bids on any divisions or subdivisions of the work it designates. Combination bids may also be requested by the council for combination of the above divisions of the work, provided that any bidder who submits a combined bid also submits separate bids for all the divisions comprising the combined bid. Contracts shall be awarded to the lowest qualified responsible bidder or bidders that result in the lowest total construction cost for the project.

Section 3. Enforcement.

Any violation shall be punishable by a civil forfeiture of not less than Five Hundred and 00/100 Dollars (\$500.00) and not more than One Thousand and 00/100 Dollars (\$1,000.00), plus court costs. Each day a violation occurs shall be a separate violation.

Section 3. Effective date.

This ordinance shall be effective upon the date of its passage and publication.

SUBJECT: Approve to Accept the 2021 Community Development Block Grant (CDBG) CLOSE Award for Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (Planning)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Attorney
Administration

EXHIBITS:

1.	Award Letter for City of Ashland CBDG CLOSE Funds for Reconstruction of 6th St E from 13th Ave E to 19th Ave E
2.	Map of Service Area for Reconstruction of 6th St E from 13th Ave E to 19th Ave E

EXPENDITURES REQUIRED: \$ 520,000 from CDBG-CLOSE Grant Funds

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$ 520,000 from CDBG-CLOSE grant funds

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 14, 2021, that DOA Division of Energy, Housing and Community Resources, Bureau of Community Development is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, which prioritized infrastructure improvements such as the proposed project to enhance quality of life, improve this residential neighborhood, and promote the protection of Lake Superior.

SUMMARY STATEMENT:

The City of Ashland has received the attached Award Letter for Community Development Block Grant (CDBG) CLOSE funding in the amount of \$520,000 toward the reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East. CDBG CLOSE funding was made available to Wisconsin communities through the federally-required close out of all CDBG Economic Development Revolving Loan Funds in the state of Wisconsin. The CLOSE funds awarded will be utilized as the match for the CDBG Public Facilities

grant application which is in process, and the project is anticipated to begin in Fall 2021 with completion by Fall 2022.

This project would include replacement of all utilities, road, sidewalks, curb and gutter, and fire hydrants. This will be a big improvement for the surrounding property owners, and is an important step towards addressing the City's sewer Inflow & Infiltration (I&I) issues. The project area is located within Sewer District 7 and previous studies have shown that this District is the largest contributor of I&I within the City. The project will replace six blocks of water, sewer and storm infrastructure that has greatly exceeded its useful life.

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

Current Total Estimated Project Costs and Funding Sources:

\$1,000,000.00	CDBG Public Facilities Grant (In process of applying)
\$ 520,000.00	CDBG CLOSE Funds (Awarded)
\$ 185,772.04	Water Utility Fund Balance
\$ 160,593.15	Wastewater Utility Fund Balance
<u>\$ 91,415.89</u>	Capital Street 2022 Budget Allocation
<u>\$1,957,781.08</u>	Total funding sources



STATE OF WISCONSIN

DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Susan Brown, Division Administrator

March 26, 2021

The Honorable Debra Lewis, Mayor
City of Ashland
601 Main Street West
Ashland, WI 54806

RE: City of Ashland 2021 Community Development Block Grant for CLOSE Public Facilities (CDBG-CL-PF)
Project Award and Pre-Agreement Requirements

Dear Mayor Lewis:

Thank you for your recent Community Development Block Grant for CLOSE Public Facilities (CDBG-CL-PF) project proposal to reconstruct the roadway and utilities along 6th Street East from 13th Avenue East to 19th Avenue East. On behalf of Governor Tony Evers and Secretary Joel Brennan, I am pleased to inform you that the Wisconsin Department of Administration (DOA) will award up to \$520,000 for this CDBG-CL-PF project.

The U.S. Department of Housing and Urban Development (HUD) provides federal funding to states through the Community Development Block Grant (CDBG) program. Wisconsin uses this federal funding to provide affordable housing, suitable living environments, and expanded economic opportunities for persons with low and moderate incomes.

To ensure that your CDBG Application meets federal HUD regulations and program goals, the DOA Division of Energy, Housing and Community Resources (DEHCR) has reviewed your Grant Application.

The unit of general local government (UGLG) receiving this CDBG award is referred to as the "Grantee" within this letter. Information regarding CDBG requirements and a list of documents that must be submitted to finalize the CDBG Grant Agreement are provided on pages 4-8 of this letter. The Grantee has **forty-five (45) days** from the date of this letter to sign and return the Acceptance of Award on page 3 and submit the pre-agreement items listed under "Documents Submission" on pages 5-8.

After the Division receives these items, the Grantee will be contacted by the assigned CDBG project representative to further discuss the terms and conditions of this CDBG-CL-PF award to help ensure the successful administration of this project under HUD guidelines. Certain compliance requirements must be met and the grant agreement must be executed **prior to** construction starting for the project.

March 26, 2021
Page 2 of 8

City of Ashland
CDBG-CL-PF Award Amount: \$520,000

Again, congratulations and thank you for your efforts in helping our communities prosper and maintain a high quality of life for all Wisconsin residents.

Sincerely,

DocuSigned by:

Susan Brown

F23F3E38A24C4FE
Susan Brown, Division Administrator
Division of Energy, Housing and Community Resources

Attachments: 6

cc: Senator Janet Bewley, Senate District 25, State of Wisconsin
Representative Beth Meyers, Assembly District 74, State of Wisconsin
Brant Kucera, City Administrator, City of Ashland
Denise Oliphant, City Clerk, City of Ashland
Megan McBride, Director of Planning & Development, City of Ashland
David Pawlisch, Director, Bureau of Community Development, DEHCR
Kristine Haskin, Budget and Policy Analyst – Advanced, DEHCR

March 26, 2021
Page 3 of 8

City of Ashland
CDBG-CL-PF Award Amount: \$520,000

ACCEPTANCE OF THE AWARD

This award letter represents the Department of Administration – Division of Energy, Housing and Community Resources' participation in the project. It can be accepted by signing below and returning this to the Division via email to the assigned DEHCR Project Representative listed at the end of the award letter.

AUTHORITY TO SIGN DOCUMENT: The persons signing this Acceptance on behalf of the Grantee certify and attest that the Grantee's respective Resolutions, and/or other related documents, give full and complete authority to bind the Grantee on whose behalf they are executing this document. The persons signing below also acknowledge that the specific provisions of this award letter are not binding upon the Division or the Grantee and that the Division may withdraw this award at any point for any reason.

ACKNOWLEDGEMENT

Grantee:

Signature of Chief Elected Official

Date Signed

Printed Name of Chief Elected Official

Title of Chief Elected Official

Signature of Clerk

Date Signed

Printed Name of Clerk

Title of Clerk

March 26, 2021
Page 4 of 8

City of Ashland
CDBG-CL-PF Award Amount: \$520,000

CDBG REQUIREMENTS AND PRE-AGREEMENT DOCUMENTS SUBMISSION

Specific procedures must be followed prior to undertaking CDBG activities. The Grantee must comply with applicable federal and state regulations and other grant requirements. Failure to comply with the regulations governing the CDBG program may result in this award being rescinded.

The grant award of up to \$520,000 represents approximately 26.6% of the proposed project costs. Total costs for this project are estimated to be \$1,957,781.08. The Grantee must contribute other funds above the grant award amount if necessary to successfully complete the project.

PROJECT ADMINISTRATOR TRAINING

All CDBG project administrators are required to attend implementation training sessions, as scheduled by the Division. The 2021 Grantees must attend implementation training in Fall 2021. Training information will be posted on the Bureau of Community Development website at:

<https://doa.wi.gov/Pages/LocalGovtsGrants/TrainingAndTechnicalAssistance.aspx>

PROCUREMENT PROCESS

Regulations require each CDBG Grantee follow its local procurement policy. The Grantee must use procurement procedures that comply with federal, state, and local regulations for purchases and contracts funded in whole or in part with CDBG dollars. The Grantee's procurement policy must be submitted to and reviewed by the Division prior to the Grantee receiving any funding. **The Division cannot release CDBG funds for contracted materials and services that have been improperly procured.**

Refer to Chapter 3 of the CDBG Implementation Handbook, available on the Bureau of Community Development's website at <https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGImplementationHandbook.aspx>, for procurement and contracting guidance. The Grantee must adhere to competitive sealed bid requirements for public works construction contracts of more than \$25,000 under Wisconsin Statutes (§59.03; §60.47; §61.54-57; §62.15; and §66.0901). Procurement through competitive proposal is most appropriate for engineering, grant administration, and related professional services. Grantees may choose to use simplified acquisition procedures for other services and goods that cost \$50,000 or less, per State CDBG policy. Records verifying that the appropriate procurement procedures were followed must be maintained in the Grantee's CDBG project files.

ENVIRONMENTAL REQUIREMENTS

An Environmental Review Record and the affiliated actions must be completed for the project and an Environmental Certification letter must be issued by the Division's Environmental Compliance Officer prior to construction activities beginning. Starting construction activities prior to meeting environmental compliance certification requirements will disqualify the project from CDBG funding eligibility. The environmental specifications for CDBG projects are provided in Chapter 4 of the CDBG Implementation Handbook.

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Page 5 of 8

City of Ashland
CDBG-CL-PF Award Amount: \$520,000

SEMI-ANNUAL & ANNUAL REPORTING

Semi-annual and annual reporting for the CDBG project is required. The Grantee must submit the reports in accordance with Chapter 9 of the current CDBG Implementation Handbook and the CDBG Grant Agreement. Grantees that accept a CDBG award must submit the applicable reports for the first reporting period for semi-annual reporting period ending September 30, 2021, regardless of whether the CDBG Grant Agreement has or has not been fully executed. The Grantee shall report all activities from the Award Date (i.e., the date of this letter) through the end of the reporting period ending September 30, 2021.

DOCUMENTS SUBMISSION

Pre-Agreement Documents:

All information provided in the CDBG Application is subject to further verification and review by the Division upon request. The Grant Agreement will be finalized, contingent upon the Division receiving and approving the following pre-agreement documentation:

1. A copy of the Grantee's procurement policy.
2. A list of executed contracts for CDBG project-related services and method of procurement used for each.
3. A completed Financial Management Contact Person form (attached with this letter).
4. A completed Depository Certification form (attached with this letter).
5. A completed Signature Certification form (attached with this letter).
6. A completed W-9 [Request for Taxpayer Identification Number (TIN) Certification] form, using the form linked on the Wisconsin Department of Administration (DOA) SCO Supplier Maintenance website – Supplier webpage at:
<https://doa.wi.gov/Pages/StateFinances/SCO-Vendor-Supplier-maintenance.aspx>.
7. A completed DOA-6460 New Supplier Form (attached with this letter) and accompanying bank documentation (required if the bank account the UGLG will be using for the CDBG funding deposits has not been previously registered with the State of Wisconsin Department of Administration after 2015).
8. A completed DOA-6456 Authorization for Electronic Deposit form (attached with this letter) and accompanying bank documentation. If the Grantee would like to receive a paper check instead of having CDBG funds deposited electronically, contact your assigned DEHCR Program Representative to obtain the appropriate form.
9. Documentation verifying that the Grantee currently has an **active registration status with a registered DUNS** on the federal System for Award Management (SAM) at <https://sam.gov/SAM>. If the Grantee's SAM.gov registration has expired or will expire prior to the execution of the Grant Agreement, then the

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City of Ashland
CDBG-CL-PF Award Amount: \$520,000

Grantee must activate/re-activate the registration on SAM.gov and provide a copy showing the updated status to the Division.

Alerts Regarding SAM.gov Registration:

- If the Grantee is not registered or has an inactive/expired registration on SAM.gov, then the Division strongly advises the Grantee to complete the registration process or re-activation process (if applicable) ***immediately*** to avoid delays in executing the CDBG Grant Agreement. Some grantees have experienced significant delays in registration and re-activation approvals in the past.
 - Records generated from websites other than the *official* SAM.gov website at <https://sam.gov/SAM> or emails from entities other than SAM.gov and the Federal Service Desk (which manages SAM.gov) at <https://www.fsd.gov/fsd-gov/> will ***not*** be accepted. Third-party entities have websites that display SAM information but are not the *official* SAM.gov website.
 - Third-party entities may offer services for a fee to municipalities to assist with registering on SAM.gov. However, there is no fee or charge from <https://sam.gov/SAM> for registration. Municipalities and other entities may self-register on SAM.gov without third-party assistance and registration on the system is **FREE**. Refer to the “HELP” section on SAM.gov and contact the Federal Service Desk (contact information available at https://www.fsd.gov/gsafsd_sp/?id=gsa_landing) as needed for guidance on registering on the SAM.gov.
10. An updated project budget, reflecting the CDBG award and any changes to funding or projected costs, if applicable, using the budget form previously provided with the CDBG Application materials (also attached with this letter).
 11. Proof that all local match funds have been secured, including verification from the other sources of match funding listed for this project in the Grantee’s CDBG Application, if the total project costs will exceed the CDBG CLOSE award amount and additional funds are necessary to complete the CDBG project. Documentation may include copies of signed award letters, signed loan paperwork, bank account statements, or similar items. (Note: A resolution to commit funds is ***not*** verification that the funds are available nor have been secured. Items previously submitted with the Grantee’s CDBG Application do not need to be resubmitted.)
 12. A revised Service Area Demographic Profile Form (attached with this letter) with corrected race/ethnicity data for the beneficiaries of the CDBG project. The data presented in the Service Area Demographic Profile Form submitted with the CDBG Application did not total the number of beneficiaries being claimed per the Income Survey information. Please double-check your work and revise the numbers to add-up correctly.

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City of Ashland
CDBG-CL-PF Award Amount: \$520,000

13. An itemized, bullet-pointed list of all construction activities and project deliverables to be included in the Scope of Work in the CDBG Grant Agreement, based on the description of the project in the Grantee's CDBG Application.
14. An updated project timeline with the projected construction bidding date(s) and construction start and end dates. Construction must begin no later than December 31, 2021 and end no later than October 31, 2022. Grantees must contact their assigned DEHCR Project Representative to request any exceptions.
15. Additional items as applicable. Contact your assigned CDBG Project Representative in DEHCR to determine if any additional items from the CDBG Application require follow-up or additional submissions prior to executing the Grant Agreement.

Please respond with the requested items in the Pre-Agreement section above within **forty-five (45) days** from the date of this letter. Email the requested documentation and information to the assigned DEHCR Project Representative listed at the end of the award letter.

Pre-Construction Documents:

The following documents are required **prior to the start** of any construction and the Division's disbursement of CDBG funds for the CDBG project:

- A fully executed CDBG Grant Agreement between the Division and Grantee (signed by all parties).
- A completed Environmental Review Record (including an Environmental Assessment, if required) and issuance of the Environmental Certification letter from the Division's Environmental Compliance Officer.
- Documentation of compliance with applicable federal labor standards and Federal Davis-Bacon Wage Rates for any construction funded, in whole or in part, with CDBG funds. An overview of the Davis-Bacon federal labor standards and requirements is provided in Chapter 7 of the CDBG Implementation Handbook.
- Copies of the competitive procurement solicitation (e.g., the Request for Proposals [RFP]) and the advertisement for the RFP, if applicable, and the executed contract between the Grantee and the contracted grant administrator, if the Grantee has contracted with another party for grant administration services. Only submission of the executed contract and documentation verifying the Grantee followed the local procurement policy in selecting and contracting with the grant administration firm are required if the Grantee is *not* using CDBG funds to directly pay for this activity.

Please contact your assigned DEHCR Project Representative if you have any questions or concerns. We congratulate you on this 2021 grant award and we look forward to working with you to ensure successful completion of the CDBG project.

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City of Ashland
CDBG-CL-PF Award Amount: \$520,000

Assigned DEHCR Project Representative:
Joanna Storm, Grants Specialist – Advanced
Cell Phone: (608) 575-6917
Joanna.Storm@Wisconsin.gov

CDBG-PF 2020 Service Area Map



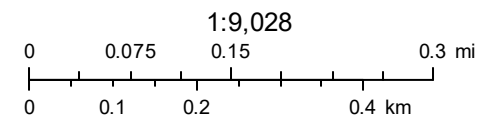
11/25/2019, 10:42:08 AM

Lines

Parcel Mapping

Override 1

Parcel Labels



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

SUBJECT: Approve to Apply for a Wisconsin Department of Natural Resources Land and Water Conservation Fund (LWCF) Program Grant for the Ashland Oredock Redevelopment: Diamond Access and Pedestrian Access (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Department

EXHIBITS:	<table border="1"> <tr> <td data-bbox="678 634 760 716">1.</td><td data-bbox="760 634 1529 716">DNR RTP Grant - ARTS Improvements: Willis to 9th Ave E</td></tr> <tr> <td data-bbox="678 716 760 789">2.</td><td data-bbox="760 716 1529 789">Ashland Oredock Redevelopment Project: Diamond Access Funding</td></tr> </table>	1.	DNR RTP Grant - ARTS Improvements: Willis to 9th Ave E	2.	Ashland Oredock Redevelopment Project: Diamond Access Funding
1.	DNR RTP Grant - ARTS Improvements: Willis to 9th Ave E				
2.	Ashland Oredock Redevelopment Project: Diamond Access Funding				

EXPENDITURES REQUIRED:

\$ 175,000.00 DNR LWCF Grant
<u>\$ 175,000.00 Ashland Oredock Charitable Trust</u>
\$ 350,000.00 Project Total

AMOUNT BUDGETED: \$ 175,000.00 Ashland Oredock Charitable Trust TBD on 4/21/21

APPROPRIATION REQUIRED: \$ 175,000.00 Ashland Oredock Charitable Trust TBD on 4/21/21

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: \$ 175,000.00 Ashland Oredock Charitable Trust TBD on 4/21/21

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

SUMMARY STATEMENT:

The Parks and Recreation Department is seeking approval to apply for a Wisconsin Department of Natural Resources Land and Water Conservation Fund (LWCF) Program for the the Ashland Oredock Redevelopment: Diamond Access and Pedestrian Access.

On April 8, 2021, the State Joint Finance Committee held a hearing and approved the 2020 DNR Stewardship Request for \$300,000 for the Ashland Oredock Redevelopment Diamond Access (grant agreement and approval coming in May). Even with the award, there is still a funding gap of ~\$300,000 to complete the Diamond Access project. DNR Grant Specialists suggested the City of Ashland to apply for LWCF to try and fulfill that gap. Please see attached sheet.

Staff estimates the reconstruction of the Ashland Rails to Trails System (ARTS) from Willis Avenue North to

9th Avenue East past the Ashland Oredock to be ~\$50,000.

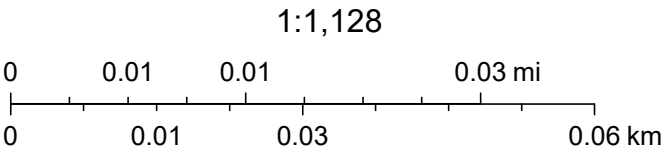
The Ashland Oredock Charitable Trust will discuss this item at their April 21, 2021, meeting.

DNR RTP Grant - ARTS Improvements: Willis to 9th Ave E



4/14/2021, 11:47:07 AM

- Override 1
- Parcel Mapping
- Parcel Labels



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

Ashland Oredock Redevelopment Project: Diamond Access Funding

Funding***	Amount Requested	Amount Received	Match %	Match Source(s)	Match Amt
DNR LWCF/Stewardship (2018) Grant	\$300,000.00	\$300,000.00	50%	Trust	\$ 150,000.00
Otto Bremer Foundation Grant	\$150,000.00	\$150,000.00	0	Trust	\$ -
Wisconsin Coastal Management Grant	\$150,000.00	\$150,000.00	60%	Trust	\$ 90,000.00
DNR Stewardship (2019 awarded 4/21)	\$300,000.00		50%	Trust/SFR	\$ 124,500.00
USFWS SFR (2020 awarded 2/21) Grant	\$50,757.00		49%	DNR/Trust	\$ 48,895.80
WCM (2017 Grant, construction docs)	\$80,000.00	\$80,000.00	60%	NA	NA
Trust Allocation	\$1,600,000.00	\$1,600,000.00	NA	NA	
				Match	\$ 413,395.80
Funding Total	\$2,630,757.00	\$2,280,000.00			
TBD Sources	\$286,223.00	\$636,980.00			
GRAND TOTAL	\$2,916,980.00	\$2,916,980.00			

Ashland Oredock Redevelopment: Diamond Access Projected Costs

Project/Phase	Year Implemented	Year Completed	Estimated Cost	Actual Cost	Notes
Ashland Oredock Improvemens Phase 1	2018	2020	\$658,615.00	\$461,946.90	includes Construction Admin and Construction Costs
Phase 1: Diamond Access Part 2*	2021-2022		\$1,800,000.00		includes \$190K for contingency
Phase 1: Diamond Access Part 2** Bridge	2021-2022		\$310,000.00		
Phase 1 Consulting, Engineering, CA Fees	2021-2022		\$148,365.00		
Estimated Project Total 1 + 2A			\$2,916,980.00		

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

*Phase 1 Part 2 is the elevated walkway extending down the east side of the Oredock, with a lookout at the end. This is the base bid

**Phase 1 Park 2 is the elevated walkway extending down the east side of the Oredock until halfway, then a steel bridge , to cross to the west side with a walkway to the end with a lookout at the end. This is going to be the alternate or add on bid. If the bid does not

come in within the cost, it will be removed, saving the project budget \$310,000 and making the total project budget align with the funding budget

****DNR Funding was applied for in 2019 for \$300K with no word from the JFC the application was pulled, reapplied in 2020 for \$249K to DNR Stewardship.

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

updated 9.21.2020

City of Ashland – Main Street Board Meeting Minutes

A meeting of the Main Street Board was held on **Wednesday, March 10, 2021 at 8 a.m.** via GoToMeeting.

Present: Mary McPhetridge, Kyle Ellefson, Renee Britian, Katie Gellatly, Sara Beadle, Danny Simpson, Kevin Porter

Excused: Betsey Harries

Staff Present: Megan McBride, Jaclynn Findlay

Megan McBride opened the meeting at 8:00 a.m.

Agenda

1) Call to Order and Roll Call

Megan McBride called the meeting to order at 8:00 a.m.

2) Consent Agenda

a) Approval of minutes from the February 3, 2021 Main Street Board Meeting

Motion to approve minutes from the February 3, 2021 Main Street Board meeting by Danny Simpson. Seconded by Kyle Ellefson. Passed unanimously.
--

3) Public Comment (non-agenda items)

No public comments.

4) New Business

a) Overview and discussion of downtown business survey

Jaclynn Findlay provided an overview of the survey she has been developing based on examples provided by WEDC. She explained that reasons to do the survey are will be to obtain baseline data for the program, compile this information in anticipation of our June 2021 strategic planning and technical assistance visit from WEDC, and to assist with the program's monthly required reporting. Foundational goals of the survey will be to:

- 1) Better understand the local market;
- 2) Identify business owner priorities;
- 3) Evaluate technical assistance and training needs; and
- 4) Assess coordinated marketing potential.

Jaclynn Findlay explained that the survey would first be distributed by email to all businesses within the Main Street boundary. Then, mailers will be sent to business owners who do not respond to the initial email. All remaining non-responding businesses will be

contacted in person by teams of two, one person for going through the survey with the business owner while the other person records.

Kevin Porter asked how we will find all of the business owners, and if the program has a comprehensive list.

Jaclynn Findlay explained that a directory was compiled for the website, based on the list used for the Main Street application compiled by the Chamber and City. She also explained that a recommendation from the WEDC Main Street Orientation was to engage Board members in the survey process. She asked if any Board members would be willing to help with these in-person follow-ups.

Mary McPhetridge said the Chamber is always willing to help.

Kevin Porter also expressed interest in helping with some of these follow-ups.

Katie Gellatly also volunteered that she would help with this, especially for a business who may not be as technologically savvy and would benefit from in-person engagement on the survey.

Jaclynn Findlay said she would touch base with Board members about this again after the survey is ready to be distributed. She explained that the results of the survey will be given to WEDC for analysis and they will compile a report for our use.

Sara Beadle asked if the survey would only be sent to West Main Street, or if it would include East Main Street as well.

Megan McBride explained that the survey area will match that of our Main Street Program boundary, which includes Main Street from Ellis Avenue to 9th Avenue West and the adjacent southern commercial avenues, as also identified in the City's Comprehensive Plan. This is partly for the sake of consistency in the required program reporting.

Mary McPhetridge expressed her support for doing the survey, and offered to review survey questions. She also said she would send a survey provided by Retail Works Inc. for possible incorporation of some of these questions into the Main Street business survey.

b) Discussion of 2021 events and fundraising goals

Megan McBride updated the Board that the total budget for downtown initiatives is \$20,000. This will include \$10,000 for infrastructure improvements (benches, outdoor lighting, etc.), and \$10,000 for events and programming.

Jaclynn Findlay informed the committee that a fundraising goal of \$15,000 was identified for the program in 2021.

Jaclynn Findlay highlighted the goals of events/promotions identified by WEDC in the Main Street Orientation, which should do *at least* one, if not more, of the following:

- 1) Drive traffic;
- 2) Drive sales;
- 3) Drive publicity; and/or

4) Drive fundraising.

Jaclynn Findlay also reviewed the analysis of current events provided by WEDC through the downtown resident survey completed in 2019 and highlighted popularity of the Farmer's Market among all age groups as an opportunity to build upon with future programming. She told the Board that she and Megan McBride have already met with the City Parks and Recreation Department and Vaughn Public Library to discuss City programming for summer 2021. She summarized some events which were discussed, and asked for Board feedback on the following event ideas:

- 1) **Yoga in the Park:** Partner with area yoga instructors to provide free or low-cost yoga classes in Pearson Plaza and/or Menard Park. Coupons or other incentives to shop downtown could be tied to these events.
 - a. Mary McPhetridge suggested that Jaclynn reach out to Mari Kay-Nabozny with Ignite Fitness for classes.
 - b. Katie Gellatly said that she attended a yoga class in Pearson Plaza once, and vehicle traffic from the highway was an issue for this location.
- 2) **Movies on Main:** This would involve outdoor movie nights on Vaughn Avenue with movies projected on the side of the Library, and/or in Pearson Plaza.
- 3) **Kids' Fest:** This is a recurring annual event at the Farmer's Market, and is typically a collaboration between the Parks & Recreation Department, Library and Chequamegon Food Co-op. The Main Street Program could partner this year to provide activities and attractions for children and families.
- 4) **Bike Rodeo:** The Bike Rodeo is an annual event involving fitting and distribution of free bike helmets, bike obstacle courses, and education about bike safety and maintenance. The event will instead be held in Pearson Plaza, the parking area next to City Hall, and Menard Park. Additional activities which will be added this year include the Library's Book Bike which will give away free books and possibly do a children's book reading, and the blender bike borrowed from UW-Extension to demonstrate energy production and make smoothies.
- 5) **Fall Fest:** This would be a collaboration with Northland College, and could possibly be a beer garden or similar event that takes place during the Fall Fest weekend. This would capitalize on these tourists visiting for the alumni event, and could be a good fundraising opportunity for the program.
 - a. Jaclynn noted that Northland College is not doing a Fall Fest event in 2021 due to COVID-19 concerns, so this would be a 2022 event.
- 6) **Flapjack Fest:** This would be an annual festival focused around maple syrup, involving closing down of a large portion of Main Street for community tastings, competitions, and a pancake feed. This could be a good opportunity to work with a variety of community partners, and create a regional attraction.

Katie Gellatly commented that currently businesses located within a block or two of the Farmer's Market benefit from that foot traffic, but most businesses further east on Main Street do not see much impact. She suggested we think about events and promotions that could capitalize on these markets, and encourage people to stay in the downtown and visit additional shops. She suggested doing some type of cross-promotion or collaboration the day of the first Farmer's Market could be good way to try this.

Renee Britian commented that the hours of 8:00am- 12:00pm should maybe be reevaluated, as they do not work for a lot of people and visitors would be more likely to spend more time at markets and in the downtown if it were a little later in the day.

Kyle Ellefson asked if there could be coordination with food trucks to park a little further east during Farmer's Market hours to create more movement and pull people further east on Main Street. He also asked Mary McPhetridge if the Chamber was planning to hold Downtown Days as an event in 2021.

Mary McPhetridge confirmed that they do plan to hold Downtown Days this year. She commented that a barrier to food trucks parking on Main Street would be access to electricity, as she partnered with the City to install electricity in Otis Park a few years ago but there is not electrical access on most of Main Street. She also commented that food trucks are often at festivals during the summertime, so getting them to consistently attend the farmer's market might be difficult after the pandemic restrictions are all lifted.

c) Chamber of Commerce updates

Mary McPhetridge provided an overview of their Be Mine on Main event, which is their February Third Thursday promotion. This has been turned into an all-day, 10:00a.m. to 6:00p.m. event to spread out traffic throughout the day and ensure social distancing and safety precautions can always be followed. She said there were 1,300 tickets that were given through this event, with people receiving one ticket for walking in the door of participating businesses, and additional tickets for every \$10 they spent. The estimated economic impact of this was about \$11,000.

Mary McPhetridge also summarized the downtown BINGO promotion which will be starting soon, with 20 participating businesses listed on the BINGO cards. There are prizes for completing the BINGO card and people receive stamps for entering each of the businesses on the card. This event will also drive traffic downtown into stores. She also updated the Board that the Chamber sold an unprecedented amount of Chamber Dollars this past year, up from \$65,000 typically to \$310,000 in 2020. These Chamber Dollars were purchased by the hospital, Betting Manufacturing, and other area businesses as holiday incentives for employees. These Chamber Dollars can only be spent at smaller, bricks and mortar businesses so this will have positive impacts on our local economy overall.

5) **Announcements/Reports/Comments/Questions**

a) Updates on Downtown Building Improvement Grant Program

Megan McBride updated the Board that she is working with the outside accountants to finalize the Tax Incremental District (TID) #10 Project Plan and boundary amendments which will officially create the Downtown Building Improvement Grant program, and also allocated up to \$30,000 to fund 3 business plan competitions within the district. These updates should be finalized in April, for funds to be available for projects in early May, contingent upon successful execution of grant agreements.

Kevin Porter asked if business owners should get their own quotes on their projects, and when they could expect to be contacted by the City or contractors about their project.

-
Megan McBride clarified that the City will enter into grant agreements with each property owner, and the property owner will be responsible for attempting to obtain at least 3 bids for their project and providing documentation of this to the City. She asked that Kevin Porter get in touch with her after the meeting to discuss how the City is working to get area contractors interested in these projects, and can help connect grant recipients with available contractors.

b) Updates on downtown building sales and developments

Megan McBride provided the following updates on downtown building sales and developments:

- A couple who is interested in purchasing the Union Bank building (100 Main St W) is working with the property owner to negotiate a land contractor or rental agreement to open their clothing boutique in 2021. They will then work with the City to apply for a Community Development Investment Grant with the City in 2022 to support purchase of the building and build out of a second-story wedding venue.
- The three available commercial storefronts at 509-515 Main St W will be available for rent starting in May. Main Street Program staff will be working with WEDC to market the spaces, and vet potential tenants for the property owner.
- Moore's on Main was selected as the recipient of the WEDC Main Street Makeover Grant, an opportunity they were eligible for because of the community's status as a Main Street community. The resource team will be visiting and working with the business owners to plan for the project, and the work will take place in June, 2021.

Mary McPhetridge informed the committee she will be working with the owner of 509-515 Main St W to decorate their storefront windows for spring/Easter.

6) Adjournment

Motion to adjourn by Kyle Ellefson, seconded by Kevin Porter. Passed unanimously.

Meeting was adjourned at 9:14 a.m. Minutes done by Megan McBride and Jaclynn Findlay.

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, February 16, 2020 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: Matt Mackenzie, John Beirl, Laurie Gregor, Mayor Lewis

Committee Members Absent: Ana Tochtermann, David Mettill, Katie Gellatly

Staff Present: Megan McBride

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

Agenda

1) Approval of Agenda

Motion to approve the agenda by John Beirl, seconded by Laurie Gregor. Passed unanimously.

2) Consent Agenda

Motion to approve the minutes from the December 1, 2020 Plan Commission meeting by Matt Mackenzie. Seconded by Mayor Lewis. Passed unanimously.

3) Public Comment (non-agenda items)

None.

4) Action Items

- a) Review of Timeless Timber commercial redevelopment proposal public input and recommendation regarding Development Agreement

Megan McBride provided a brief overview of the public input received related to the commercial development, which was obtained through direct mailings to 70 surrounding property owners, a digital survey distributed to the broader community, and a newspaper article as well as social media postings to encourage residents to provide their feedback.

Matt Mackenzie expressed support for moving forward with the proposed commercial development. He emphasized that site planning will be particularly important, and that he supports as much investment in sidewalks as possible without creating barriers to the development moving forwards.

Laurie Gregor noted that she has heard some concerns regarding the proposed residential development, but has not really heard concerns related to the commercial development. She expressed support for the project.

Mayor Lewis agreed with Mackenzie that site planning, and particularly inclusion of sidewalks and attention to pedestrian accessibility, will be important for this project.

John Beirl said that he is in favor of both the proposed commercial and residential developments, and feels that a restaurant will fit well in this location. He agreed with the point that sidewalks should be prioritized, and said that the City needs to be fair and consistent with past projects who have been required to install sidewalk along U.S. Highway 2.

Motion to recommend to City Council that the City enter into a Development Agreement with El Tarasco, LLC for commercial redevelopment of the northern portion of the Timeless Timber site as identified in the 2020 Request for Proposals by John Beirl. Seconded by Matt Mackenzie. Passed unanimously.

5) Discussion Items

a) Updates and discussion on Comprehensive Plan implementation projects

Megan McBride provided a chart with updates regarding implementation of Comprehensive Plan goals in the meeting packet. The Timeless Timber development and downtown grant programs are 2 significant projects moving forwards, which will further Comp Plan recommendations of careful disposition of City-owned land, and downtown revitalization respectively.

6) Announcements/Reports/Comments/Questions

a) Updates on Tax Incremental District (TID) #10 and Downtown Building Improvement Grant Program

Megan McBride updated the Plan Commission that she has received approval of the financial feasibility of the proposed TID #10 amendments to support a Downtown Building Improvement Grant program by Ehlers, the outside accountants who help provide financial oversight of Ashland's TID's. The Ashland Main Street Board recently approved projects based on pre-established grant criteria, which were openly solicited through a Request for Proposals process open to all Main Street businesses from Stuntz Avenue to 9th Avenue East, as well as nearby commercial uses.

b) Updates on Unified Development Ordinance (UDO) waterfront updates and set date for joint Plan Commission/Sustainability Committee meeting

Megan McBride said that the consultants for the City's waterfront zoning and development code updates would lead a discussion/workshop with the Plan Commission at their March 16, 2021 meeting. The primary focus of the discussion will be around waterfront development uses and zoning districts, and an overview of the public participation website that will be used to gather feedback.

7) Adjournment

Motion to adjourn by Matt Mackenzie. Seconded by Mayor Lewis. Passed unanimously.

Meeting was adjourned at 7:21 pm. Minutes done by Megan McBride.

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, March 16, 2020 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: Matt Mackenzie, John Beirl, Ana Tochtermann, David Mettelle, Katie Gellatly, Mayor Lewis

Committee Members Absent: Laurie Gregor

Staff Present: Megan McBride

Guest Presenters: Danya Littlefield, Kristan Sanchez, Ben Block

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

Agenda

1) Approval of Agenda

Motion to approve the agenda by John Beirl, seconded by Katie Gellatly. Passed unanimously.

2) Consent Agenda

Tabled.

3) Public Comment (non-agenda items)

None.

4) Action Items

- a) Recommendation to City Council regarding submission of a Community Development Investment Grant for redevelopment of 509-515 Main Street West

Megan McBride explained that Wisconsin Economic Development Corporation offers a Community Development Investment (CDI) grant to facilitate public-private partnerships for downtown revitalization projects. The City applies for the grant on behalf of the project, and provides grant administration services to receive funds and act as the pass-through to the developer. The program guidelines recently changed, and can now cover up to 50% of eligible project costs, increased from the 25% limit which previously applied. Due to this change, the City would like a recommendation from the Plan Commission to City Council regarding the resolution to apply for this grant. The project identified and recommended by Planning & Development staff as the City's 2021 grant application is for the 2 buildings located at 509-515 Main St W, which have sat vacant for several years. The buildings will be renovated into 4 first-story commercial storefronts, and ADA accessible office space for rent on the second story.

Motion to recommend approval of Resolution to submit a Community Development Investment Grant to support the private redevelopment of 509-515 Main St W by Matt Mackenzie. Seconded by Ana Tochtermann. Passed unanimously.

5) Discussion Items

- a) Discussion and workshop with GRAEF consultants regarding waterfront zoning and Unified Development Ordinance text amendments

Consultants from GRAEF, Danya Littlefield, Kristan Sanchez, and Ben Block presented to the Plan Commission about the current work being done to evaluate and update the City's waterfront zoning districts and Unified Development Ordinance (UDO) standards. Key areas being evaluated for revision to better align with the City's Comprehensive Plan, Waterfront Development Plan, and planning best practices include:

- Reducing the overall number of zoning and overlay districts as appropriate;
- Condensing the overall number of zoning use categories in the city to group uses with similar impacts as appropriate;
- Updating landscaping standards to allow and incentivize green infrastructure and other best practices;
- Creating more intentional connections within the ordinance between landscaping and stormwater management standards to promote best practices;
- Rezoning the Oredock Upland area in anticipation of future mixed residential/commercial development; and
- Amending waterfront overlay uses and design standards to ensure future private development aligns with community plans and visions.

Matt Mackenzie expressed concerns about losing specificity in uses by condensing zoning use categories.

Kristan Sanchez explained that they will be looking at uses in terms of type (residential, commercial, industrial) and impacts on surrounding uses. The types of impacts evaluated will include noise, traffic, exterior lighting, odor, and other factors which relate to compatibility and need for neighborhood protections. Once they have organized this information, they will bring recommendations back to the Plan Commission for review and discussion.

GRAEF consultants introduced the Plan Commission to the website established to solicit specific public input regarding waterfront uses and aesthetics. This input will be incorporated into zoning and design standards for waterfront development, and includes an interactive map for residents to post ideas, as well as a Visual Image Survey to assess design preferences. Plan Commission feedback regarding the proposed Visual Image Survey was solicited, with the Plan Commission prioritizing public access, pedestrian-oriented uses, and those which provide additional connection and activation along the waterfront.

6) Announcements/Reports/Comments/Questions

- a) Updates on Timeless Timber development process

Megan McBride informed the committee that she and the City Public Works Department will continue working with the developer and Department of Transportation to finalize site access details. This information is needed to finalize a Development Agreement, which will be brought to the Plan Commission to review at their April 6, 2021 meeting.

7) Adjournment

Motion to adjourn by Matt Mackenzie. Seconded by Mayor Lewis. Passed unanimously.

Meeting was adjourned at 8:01 pm. Minutes done by Megan McBride.

SUBJECT: Approve to Amend Chapter 889 Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, Ashland City Ordinances (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS:

1.	Proposed Ordinance
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EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

At their March 30, 2021 meeting, Council approved to amend Chapter 165 Comprehensive Fee Schedule to allow for both fee and timeline changes for a Mobile Concession Food Vendor. The fees adopted reflected to permit operation at 10-day, 30-day, 90-day or 12-month intervals.

With the above amendment, it was overlooked to amend the section in Chapter 889 regarding the valid license timeline within Chapter 889.05 Mobile Concession Street Vendors Applications which states "Licenses shall be for a term of one year and shall expire June 30." The recommended amendment is to better reflect the recent license changes by omitting the above sentence, shown below. The terms continue to be stated within Chapter 165, Comprehensive Fee Schedule.

Ch. 889.05. Mobile Concession Street Vendors Applications. A Mobile Concession Street Vendor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk and acted upon by the Common Council. Licenses shall be for a term of one year and shall expire June 30. The fee for a Mobile Concession Street Vendor shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule. The fee shall be waived for non-profit organizations.

Sequential Ordinance No. 2021-1943

Chapter No. 889 (1536)

ORDINANCE TO AMEND CHAPTER 889 (1536) TRANSIENT MERCHANTS, SOLICITATION IN RESIDENTIAL NEIGHBORHOODS, AND MOBILE CONCESSION STREET VENDORS, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of April 20, 2021 for the purpose of amending Chapter 889 (1536) Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors to reflect changes to Mobile Concession Street Vendor license terms.

SECTION I:

Chapter 889.05 shall be amended to read:

A Mobile Concession Street Vendor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk and acted upon by the Common Council. The fee for a Mobile Concession Street Vendor shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule. The fee shall be waived for non-profit organizations.

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: April 20, 2021

PUBLISHED: April 27, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution to Designate the Authorized City of Ashland Signatories for the Bankers Life and Casualty Insurance Company (*Treasurer*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Finance Director

EXHIBITS:

1.	Proposed Resolution
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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:

SUMMARY STATEMENT:

The City of Ashland Police Department has been notified as the sole beneficiary of a Bankers Life and Casualty Insurance annuity. In order to process this claim, Bankers Life requires that the City of Ashland name authorized signatories on behalf of the police department.

Staff is requesting Council to approve the resolution naming the Mayor, City Clerk, and Treasurer as designated signatories for the City of Ashland.

RESOLUTION TO APPROVE THE AUTHORIZED CITY OF ASHLAND SIGNATORIES FOR THE BANKERS LIFE AND CASUALTY INSURANCE COMPANY

WHEREAS, the City of Ashland Police Department is named sole beneficiary of a life insurance annuity; and

WHEREAS, the City Treasurer received notice of a Bankers Life and Casualty Insurance annuity claim form; and

WHEREAS, in order to process a claim for a passed policy holder, Bankers Life and Casualty requires a Corporate Resolution naming officers as signatories to authorize release of the funds; and

WHEREAS, it is in the best interest of the City of Ashland to name per Resolution the authorized officers as signatories with Bankers Life and Casualty Insurance Company in order to process the claim; and

WHEREAS, Administration recommends the following individuals be added as the Bankers Life and Casualty Insurance Company authorized officers and signatories for the City of Ashland:

1. Debra S. Lewis, Mayor
2. Denise Oliphant, City Clerk
3. Barbara Clement, City of Ashland Treasurer

THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland hereby authorizes the above named on behalf of the City of Ashland as officers and signatories for Bankers Life and Casualty Insurance Company to release proceeds of an annuity, and that this resolution has not been repealed or amended, and is now in full force and effect.

PASSED: April 20, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve Change Order #7 & #8 from Nasi Construction LLC for Construction of a New Police Station at 414 11th Avenue West (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Finance Director
Public Works Director

EXHIBITS:	1.	Storm Sewer Design
	2.	Utility Easement Agreement - G. LaPean 4th Street & 10th Avenue West, Recorded 01-26-2021
	3.	New Police Station Updated Budget 4-15-2021
	4.	Change Order #007 Stormwater Sewer
	5.	Change Order #008 various additions & deducts

EXPENDITURES REQUIRED: \$139,476.70 - Change Order #7 - Storm Sewer
29,733.73 - Change Order #8 - Various additions & deducts
\$169,210.43 - Total

AMOUNT BUDGETED: **\$169,210.43** - Funds available within the budget

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 14, 2021 that Nasi Construction is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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.

SUMMARY STATEMENT:

At the March 10, 2020 City Council meeting, the Council approved a contract with Nasi Construction LLC for the new police station in the amount of \$4,232,424. Construction is ongoing and is estimated to be 80% complete and is currently significantly ahead of schedule. Subsequent change orders #1 - #6, are each under \$25,000, and total \$57,393.52, and have increased the contract amount to \$4,289,817.52.

Change Order #7: The site of the new police station has been historically impacted by stormwater runoff, and the new station development adds new impervious surfaces to the area and increases the magnitude of the

runoff. The station project design includes onsite stormwater control to accommodate the runoff generated by the new station. However, further investigation has concluded that existing impervious surfaces in close proximity to the station site are contributing to the stormwater runoff of a much greater magnitude than originally anticipated. The magnitude of this runoff significantly exceeds the capacity of the new onsite storm water control being constructed in coordination with the police station.

As a result, the Public Works Department worked with C&S Design to evaluate alternatives to address the large amount of stormwater runoff. The site of the new station has the potential to change the pattern of the stormwater runoff generated offsite and adversely impact adjacent properties. The extension of a stormwater main was selected as the most cost effective option for controlling the stormwater runoff generated offsite in a manner that minimizes the impact (ie flooding) to adjacent properties.

The proposed extension consists of installation of a new 24-inch storm water main from the 500 block of 10th Ave W to intersection of 10th Ave W and 3rd St W, where the new stormwater main will be connected to the existing stormwater system. See attached layout. Modification of an existing easement between the City and an adjacent property owner to include stormwater control as an allowable use was necessary and has been completed. The Public Works Director worked with C&S Design and their sub-consultant to complete the technical design and the proposed work will be completed by Ashland Construction as a sub contractor to Nasi Construction LLC.

The Public Works Department recommends approval of Change Order #7 to allow the proposed stormwater main to be constructed. The proposed work will significantly increase stormwater collection and conveyance capacity in the project area and alleviate the impact of existing stormwater runoff on adjacent properties.

Change order #8 is for \$29,733.73 and contains various additions and deductions for the new station. Per Ashland City Ordinances, Chapter 194, change orders over \$25,000 are to be approved by Council.

Sec. 194.07. Change orders.

(a) Change orders on City contracts may be approved by the City Administrator if the amount of the change order is less than \$25,000 and if there is a contract contingency fund sufficient to cover the amount of the change order.

(b) Change orders on City contracts may be approved by the City Administrator in excess of the total budgeted amount for a project, including the contingency fund, upon request of the Department Director and the approval of the Finance Director to re-budget department funds but for no more than \$25,000.

(c) All other change orders must be approved by the City Council.

The construction contract total with all changes orders included is \$4,459,027.95 and is included on the updated new police station budget. The updated estimate of the police station cost is under the budget by \$208,333.

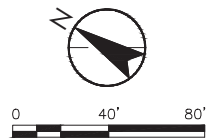
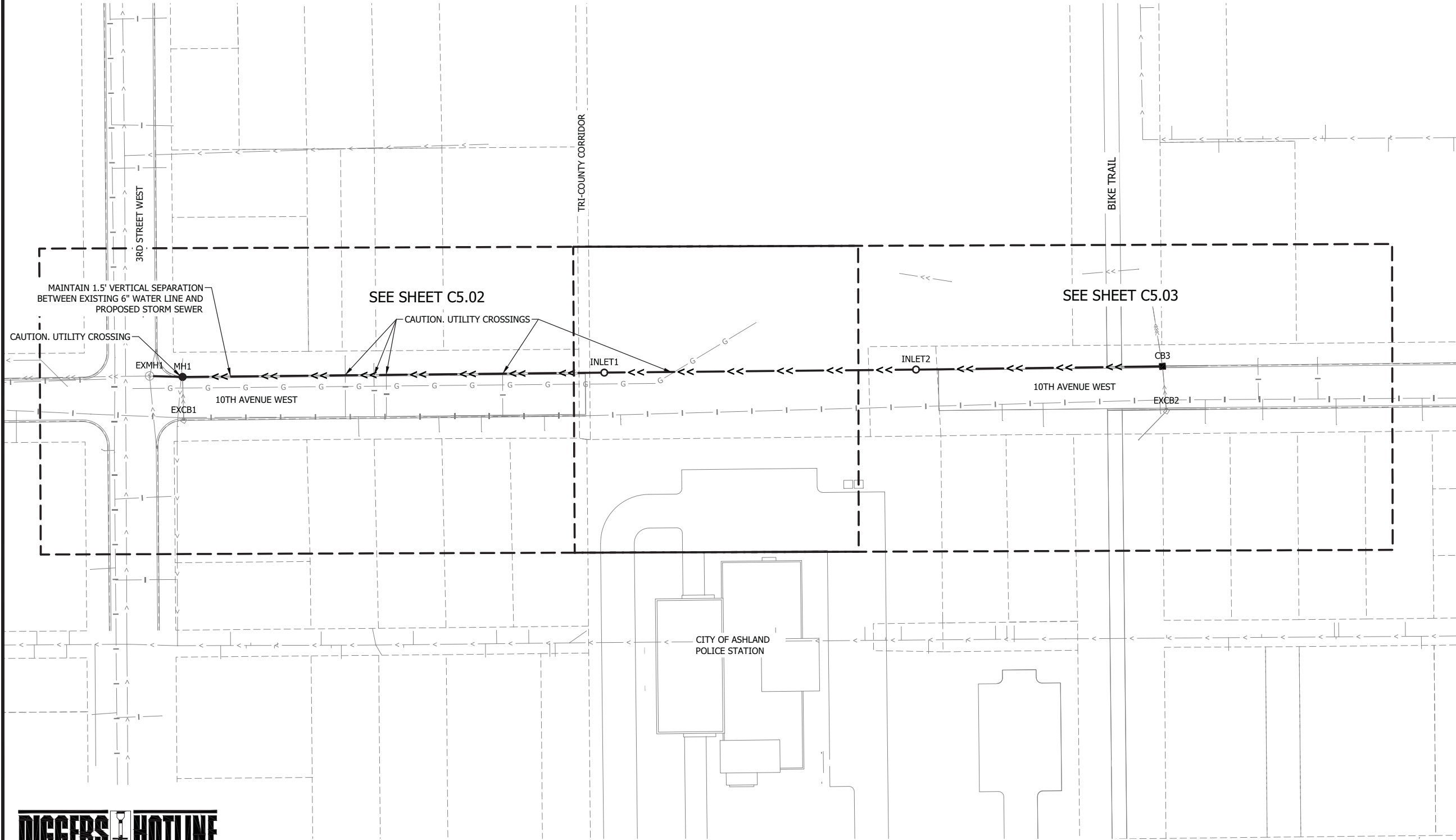
City Staff is recommending approval of the construction change orders #7 & #8 and updated budget estimate. Additional exhibits will be made available at the time of the meeting.

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 01/14/2021 - 1:28pm
Drawing name: C:\pwworking\19380511\C500.dwg
User: bender.19380511
Sheet: 1 of 1
Title: Storm Sewer Plan - City of Ashland



Call 811 3 Work Days Before You Dig
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Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com



OVERALL STORM SEWER PLAN

STORM SEWER DESIGN
C & S DESIGN & ENGINEERING, INC.
ASHLAND, WISCONSIN

DATE OF ISSUANCE
January 6, 2021

NO. REVISION DATE
100% CD's

SURVEY	NONE
DRAWN	BJB
DESIGNED	BJB
CHECKED	CNB
APPROVED	CRB
PROJ. NO.	19380511

SHEET NUMBER
C5.01

Document Number

GRANT OF UTILITY EASEMENT
Title of Document

DOCUMENT NO **353802**

Received for Record on
01-26-2021 at 9:50 AM

JULIE M GLEESON
REGISTER OF DEEDS
ASHLAND COUNTY, WI
Pages: 2

Fee Amount: \$30.00

WHEREAS, NINTH AVENUE INVESTMENTS LLC, Grantor, is the owner of Lots 1 through 12 of Block 50 of Ashland Proper and the south 58 feet of adjacent vacated 4th Street and the 150 foot portion of vacated 10th Avenue West adjacent to Lots 7 through 9 of Block 50 of Ashland Proper in the City of Ashland Wisconsin, which is referred to as the "Grantors' Land", and

WHEREAS, The City of Ashland a Wisconsin Municipal Corporation, Grantee, and

WHEREAS, The City of Ashland must convey managed storm water flow over and across the Grantors' Land, and

WHEREAS, The Grantor has agreed to grant the Grantee a utility easement allowing for the installation and maintenance of buried storm water piping and associated surface drains over, under, and across a portion of the Grantors' Land more particularly described as; The west 66ft of the south 58 feet of vacated 4th Street adjacent to Block 50 of Ashland Proper, and all of the vacated 10th Avenue West adjacent to Lots 7 through 9 of Block 50 of Ashland Proper.

Recording Area

Name and Return Address

**CITY OF ASHLAND
601 MAIN STREET WEST
ASHLAND WI 54806**

201-00364-000

Parcel Identification Number (PIN)

NOW, THEREFORE, Grantor, does hereby grant, issue and convey to Grantee, his/her/its heirs, successors and assigns, the right,

privilege and easement to enter upon the property hereinafter described, from time to time, within a right-of-way not exceeding 66 feet in width to install, construct, operate, maintain, patrol, inspect, service, repair, remove, relocate and reconstruct upon, along, across, over and under said property and upon, along, across, over and under the road, streets and driveways adjoining said property, an underground line or lines for the transmission or distribution of storm water, along with such appliances and fixtures reasonably necessary, together with all rights and privileges necessary or convenient for the full enjoyment or use of said lines including, without limitation, the right to keep clear all trees and vegetation along said line that may endanger the proper operation of the same and the right to enter over adjoining lands of the Grantor for the purpose of exercising the right and privileges herein granted and upon the previously described property. The Grantor also agrees not to build any improvements on over or across any buried lines or with 20 feet of said lines or attached fixtures.

The easement hereby granted shall be appurtenant to, benefit and run with the land as to the aforesaid real property.

Dated this 8 day of January, 2021

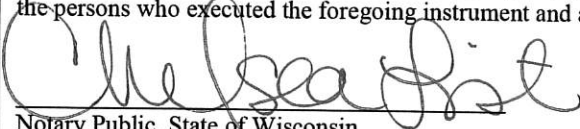
NINTH AVENUE INVESTMENTS LLC,
A WISCONSIN LIMITED LIABILITY COMPANY

By: Gary LaPear
Gary LaPear, Managing Member

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Ashland)

Personally came before me this 8 day of January, 2021, the above-named Gary LaPean to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

My commission expires 12/6/24



This Instrument was drafted by:
Max T. Lindsey, SBN 1112865
Anich, Wickman & Lindsey, S.C.
220 Sixth Ave. W, Ashland, WI 54806

PROJECT CONSTRUCTION ESTIMATE UPDATE 4/15/2021		COUNCIL
POLICE STATION CONSTRUCTION ESTIMATE	Budget Update 4/15/2021	Budget Approved 3/10/2020
SOURCES OF FUNDING		
2015B General Obligation Note-net of issue costs	\$ -	\$ -
2017B General Obligation Note-net of issue costs	88,250	77,108
2020 General Obligation Notes	4,610,000	4,610,000
2020 Note Issuance Costs	(110,000)	(110,000)
Interest Income	600	600
WI PSC - Solar Grant & Focus on Energy Grant	73,209	105,130
USDA-RD grant	230,000	-
Sale of CBE building and rental income	53,500	53,500
Contingency - CP 450 - Fund Balance	100,000	100,000
TOTAL SOURCES	\$ 5,045,559	\$ 4,836,338
COSTS		
Administration		
Printing , Advertising, Postage	\$ 2,000	\$ 2,000
Moving furniture and equipment from City hall	2,000	2,000
Various equipment	10,000	10,000
Building permit	3,673	5,000
ADMINISTRATION TOTAL	\$ 17,673	\$ 19,000
Architect		
Pre-Design	\$ -	\$ -
Design and Construction Documents	17,433	-
Construction Contract Bidding Process	-	-
Construction Admin \$56,900 SW Inlet \$16,900	73,800	39,995
Reimb Fees - Plumbing/Electrical/Fire protection	-	-
Reimb - Geotechnical/plan review/travel/advertising	-	-
ARCHITECT TOTAL	\$ 91,233	\$ 39,995
Construction Management		
Construction Manager	\$ 130,000	\$ 200,000
CM reimbursables	6,000	3,000
CONSTRUCTION MNG TOTAL	\$ 136,000	\$ 203,000
Construction		
Construction Contract with change order thru #8 (Includes General conditions-site fencing/layout)	\$ 4,459,028	\$ 4,232,424
Water/Sewer service line/Phone cable relocation	19,792	9,000
Materials/Soil Testing & hauling contingency	15,000	15,000
Solar Panels	98,500	126,250
CONSTRUCTION TOTAL	\$ 4,592,320	\$ 4,382,674
TOTAL COSTS	\$ 4,837,226	\$ 4,644,669
SOURCES OF FUNDING OVER COSTS	\$ 208,333	\$ 191,669

**AIA**[®]**Document G701™ – 2017****Change Order****PROJECT: (Name and address)**Ashland Police Station
414 11th Ave West
Ashland, WI**CONTRACT INFORMATION:**Contract For: Ashland Police Station
Date: April 03, 2020**CHANGE ORDER INFORMATION:**Change Order Number: 007
Date: 03/08/2021**OWNER: (Name and address)**City of Ashland
601 W. Main Street
Ashland, WI 54806**ARCHITECT: (Name and address)**C & S DESIGN & ENGINEERING, INC.
2023 6th Street West
Ashland, Wisconsin 54806**CONTRACTOR: (Name and address)**Nasi Construction LLC
700 Granite Street
PO box 244
Hurley WI 54534**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Request a change to the contract for the following as outlined in ASI #005.

The Owner has requested that the Contractor provide costs for labor and material to install a new storm sewer at 10th Avenue West as shown on the attached plan set. Installation is tentatively scheduled for Spring 2021. See 210117_Ashland Storm Sewer Plan Set.

Materials and Labor Ashland Construction	\$131,948.00
Nasi sub-contractors mark up	\$6,597.40
Bonding cost	\$931.30
Total cost for CO #007	\$139,476.70

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$	4,232,424.00	
\$	67,783.69	57,393.52
\$	4,300,207.69	4,289,817.52
\$	139,476.70	
\$	4,439,684.39	4,429,294.22

*REVISED
(blw)

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

C & S DESIGN & ENGINEERING, INC.

ARCHITECT (Firm name)**SIGNATURE**

Lauren Dahl, RA, Architect

PRINTED NAME AND TITLE

March 22, 2021

DATE

Nasi Construction LLC

CONTRACTOR (Firm name)**SIGNATURE**Edwin C Hellier, Project Manager /
Estimator**PRINTED NAME AND TITLE**

03/08/2021

DATE

City of Ashland

OWNER (Firm name)**SIGNATURE****PRINTED NAME AND TITLE****DATE**



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: (Name and address)

Ashland Police Station
414 11th Ave West
Ashland, WI

CONTRACT INFORMATION:

Contract For: Ashland Police Station
Date: April 03, 2020

CHANGE ORDER INFORMATION:

Change Order Number: 008
Date: 03/30/2021

OWNER: (Name and address)

City of Ashland
601 W. Main Street
Ashland, WI 54806

ARCHITECT: (Name and address)

C & S DESIGN & ENGINEERING, INC.
2023 6th Street West
Ashland, Wisconsin 54806

CONTRACTOR: (Name and address)

Nasi Construction LLC
700 Granite Street
PO box 244
Hurley WI 54534

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Request for a change to the contract for the following items.

Ashland Construction parking lot grading elevation revisions as per attached T&M report dated 9-18 through 10-28 .

REVISED BY LAUREN DAHL AND BRANT KUCERA ON 3/26/2021 FOR OWNER TO PAY 75% AND C&S TO PAY 25% DIRECTLY TO NASI

ADD total cost for change item _____ \$7,421.55

Nasi Construction refabrication of metal railings as per attached email.

Materials _____ \$85.00

Labor _____ \$225.00

ADD total cost for change item _____ \$310.00

Nasi Construction extra angle iron and block work at foundation elevation as per attached worksheet.

ADD total cost for change item _____ \$10,863.50

ASI#5 Superior Drywall Deduct hard ceilings RMS 107,115,120,121 & 124 as per attached proposal dated 2/25/21.

Rooms 121 & 124 _____ \$1,028.00

Rooms 107,115 & 120 _____ \$2,866.00

DEDUCT total cost for change item _____ -\$3,894.00

IM Acoustics Cost for added ceilings per ASI #5 & #6 as per attached proposal changes dated 1/4/21, 1/25/21 & 3/3/21.

Restroom ceilings _____ \$1,223.00

ASI#5 _____ \$2,949.00

ASI#6 _____ \$223.00

ADD total cost for change item _____ \$4,395.00

Illick Electric Cost for added roller shade openings, microwave circuit, breaker and parts and labor for door opener as per attached ASI#6 invoice dated 2/22/21.

Roller shade _____ \$1,400.00

Microwave circuit _____ \$350.00

Breaker _____ \$80.00

Door Opener _____ \$1,550.00

ADD total cost for change item _____ \$3,380.00

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User Notes: (3B9ADA42)

Superior Drywall costs for ceiling changes requested by C&S and the city to remove the insulation and hard ceiling in Clerestory areas. Adding dry fall painting in place of hard ceilings as per attached Proposal changes dated 2/25/21, 3/15/21 and email dated 2/26/21.

DEDUCT blown insulation in ceilings _____-\$1,910.00
 DEDUCT Hat channel and Gypsum _____-\$5,457.00
 DEDUCT epoxy paint at ceilings _____-\$3,500.00
 ADD for dry fall paint at ceilings _____\$386.00
 ADD for paint on AC Plywood _____\$340.00
 DEDUCT total cost for change item _____-\$10,141.00

Nasi Construction install wall covering and Unistrut at Clerestory Ceilings areas as per attached Nasi worksheet.
 ADD total cost for change item _____\$5,052.15

Brown Plumbing Air Compressor deduct as per attached email dated 2/22/21.
 DEDUCT total cost for change item _____-\$1,100.00

Nasi Construction Extra Counter top blocking as per attached worksheet.
 ADD total cost for change item _____\$1,096.10

Nasi Construction Missing H Windows costs as per attached worksheets and H window costs.
 ADD total cost for change item _____\$6,200.08

Brummar Cabinetry cost to add countertops and braces as per email attached dated 3/4/21.
 ADD total cost for change item _____\$3,430.00

Extra bonding costs as per attached worksheet and above.
 ADD total cost for extra Bonding _____\$193.59

Total cost for contractor work _____\$23,521.83

Total cost for sub-contractor work _____\$3,491.55

Mark up on contractor work 10% _____\$2,352.18

Mark up on sub-contractor work _____\$174.58

Total cost for CO #008 _____\$29,733.73

*REVISED
(blw)

The original Contract Sum was	\$	4,232,424.00	
The net change by previously authorized Change Orders	\$	<u>-207,260.39</u>	196,870.22
The Contract Sum prior to this Change Order was	\$	<u>4,439,684.39</u>	4,429,294.22
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>29,733.73</u>	
The new Contract Sum including this Change Order will be	\$	<u>4,469,418.12</u>	4,459,027.95

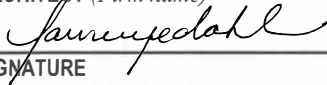
The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

C & S DESIGN & ENGINEERING, INC.

ARCHITECT (Firm name)


SIGNATURE

Lauren Dahl, RA, Architect

PRINTED NAME AND TITLE

March 30, 2021

DATE

Nasi Construction LLC

CONTRACTOR (Firm name)


SIGNATURE

Edwin C Hellier, Project Manager /
Estimator

PRINTED NAME AND TITLE

03/30/2021

DATE

City of Ashland

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

SUBJECT: Approve to Award Contract to Northern Interstate Construction, Inc. for the Waterfront Access Road Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director
Utility Manager

EXHIBITS:

1.	Project Area Map
2.	Bid Schedule
3.	Recommendation Letter - Cedar Corporation, April 14, 2021

EXPENDITURES REQUIRED:

	Construction Total	Construction Contingency	Project Total
Street Improvements (CP Fund 470)	\$617,379.60	\$123,475.92	\$740,855.52
Water Utility (Fund 680)	\$181,311.90	\$36,262.38	\$217,574.28
Wastewater Utility (Fund 690)	\$104,366.55	\$20,873.31	\$125,239.86
TOTAL PROJECT	\$903,058.05	\$180,611.61	\$1,083,669.66

AMOUNT BUDGETED:

\$ 259,095.00 Street Improvements - Capital Project Fund 470
 \$ 135,500.00 Northern State Power Funds*
 \$ 491,938.00 DOT LRIP Funds**
\$ 886,533.00 Total Project Budget Fund 470
 *Compensation for road restoration for Superfund site Fund 470
 **WisDOT Local Road Improvement Program Multimodel Local Supplement Grant

APPROPRIATION REQUIRED:

\$ 217,574.29 Fund 680 Water Utility Fund Balance
 \$ 125,239.86 Fund 690 Waste Water Utility Fund Balance
\$ 342,814.15 Total Project (including contingency) Utility Appropriation

TREASURER'S CERTIFICATE:

The Treasurer's Office has certified on April 13, 2021 that Northern Interstate Construction is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

The Public Works Department received and opened six bids on April 8, 2021 for the Waterfront Access Road project.

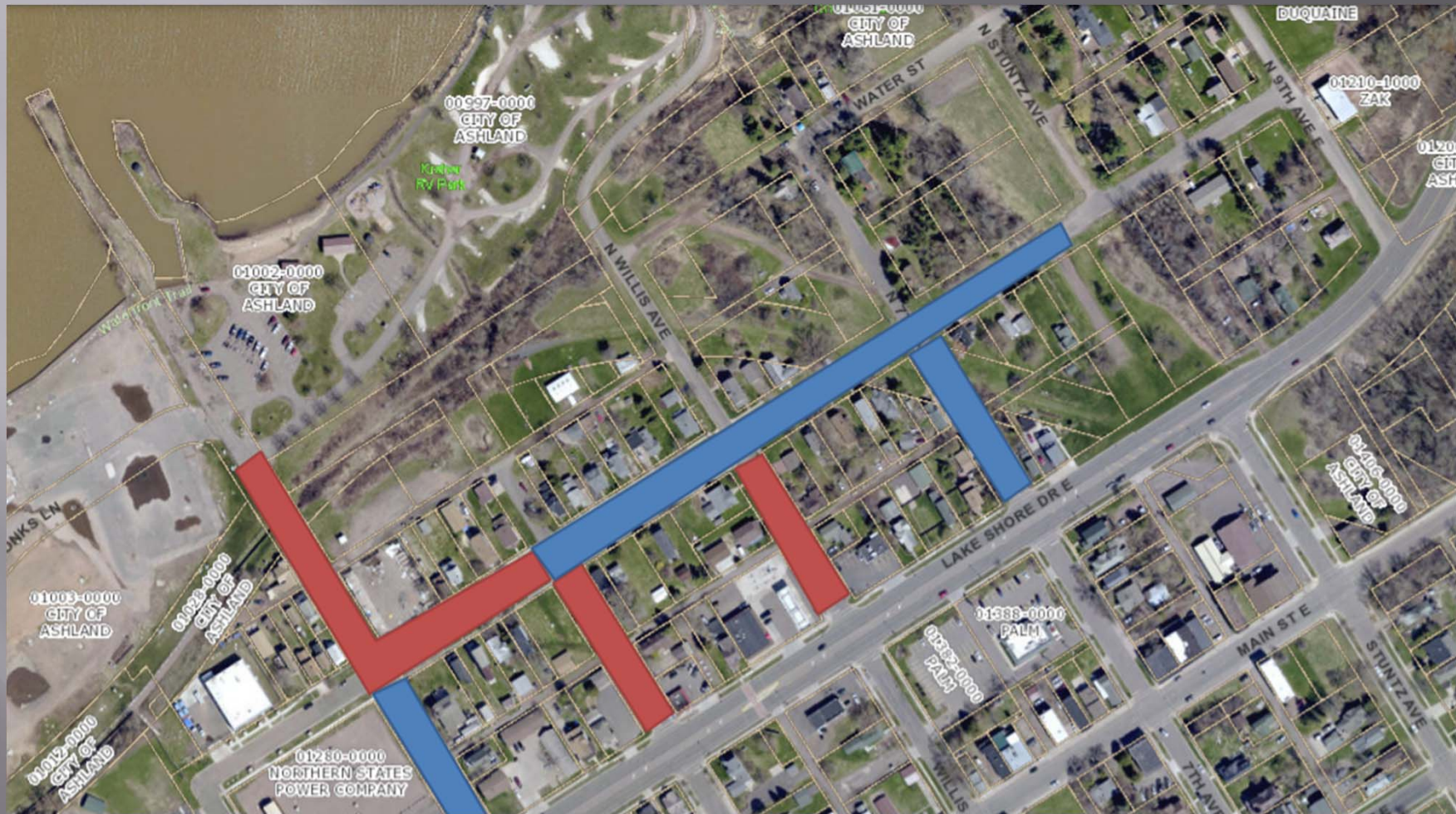
The project involves street reconstruction of five blocks on St Claire Street, N 7th Avenue East, and Prentice Avenue, and street resurfacing of four blocks on Prentice Avenue, N 5th Avenue East, and N Willis Avenue. Street reconstruction will include replacement of storm sewer, sanitary sewer and watermain along with a new street surface while street resurfacing will include only the new street surface. See attached project location map.

This project is estimated to start in early June with completion scheduled for mid-October. The project is also partially funded by the Wisconsin Department of Transportation (DOT) via a grant through the Local Road Improvement Program (LRIP).

The lowest responsible bidder was Northern Interstate Construction Inc. The Public Works Department along with Cedar Corporation recommends awarding the contract to Northern Interstate Construction Inc..

Several decisions made during the design process have resulted in significant cost savings to the project since originally budgeted for in Fall 2020. The resulting cost savings will be applied to future Public Works capital needs, including an additional 2021 street reconstruction project that will be presented to the City Council in May.

Project Area



Unit Price Bid Schedule			Northern Interstate Const.	Ruotsala Construction	Ashland Construction	Snow Country	A-1 Excavating, Inc.	M Jolma Inc
Item	Unit	Qty	South Range, WI	Ironwood, MI	Ashland, WI	Bessemer, MI	Bloomer, WI	Ashland, WI
SUBTOTALS								
Schedule A - St Claire St			\$617,259.75	\$773,152.50	\$741,121.75	\$747,922.04	\$802,218.50	\$818,727.55
Schedule B - Prentice Ave (South)			\$106,615.80	\$132,285.00	\$116,200.55	\$132,386.82	\$150,140.00	\$144,688.80
Schedule C - Prentice Ave (North)			\$54,065.20	\$56,075.00	\$56,016.25	\$64,848.18	\$60,160.00	\$67,531.40
Schedule D - 5th Ave E			\$15,263.00	\$18,483.00	\$15,689.75	\$17,211.70	\$17,100.00	\$19,397.35
Schedule E - Willis Ave			\$23,159.00	\$29,725.00	\$23,572.75	\$26,681.50	\$25,935.00	\$30,019.90
Schedule F - 7th Ave E			\$86,695.30	\$106,785.00	\$92,215.75	\$110,003.88	\$122,190.00	\$114,379.69
PROJECT TOTAL			\$903,058.05	\$1,116,505.50	\$1,044,816.80	\$1,099,054.12	\$1,177,743.50	\$1,194,744.69



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Menomonie, WI 54751

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715-235-9081
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April 14, 2021

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

Dear Mr. Butler, Mr. Kucera, Mayor Deb Lewis & City Council:

On Thursday, April 8, 2021, 11:00 AM, City of Ashland held a public bid opening at City Public Works Office for the Waterfront Access Road Project. Six (6) bids were received. The bids ranged from \$903,058.05 to \$1,194,744.69. The low bid submitted is from Northern Interstate Construction, South Range, WI. City staff have prepared an attached bid tabulation depicting the bids received. For comparison purposes, our engineer's opinion of probable project construction cost was \$1,239,000. It is our opinion that the City received competitive bids.

City staff received requested qualification information from Northern Interstate Construction pursuant to the Bidding Documents.

Accordingly, we recommend that the City of Ashland award the Waterfront Access Road Project construction contract in amount of \$903,058.05 to Northern Interstate Construction contingent upon receipt of bonds and insurance certificates.

Please do not hesitate to contact us if you have any questions regarding this matter.

Respectfully Submitted,

CEDAR CORPORATION

Russ Kiviniemi

Russ Kiviniemi, P.E.
Principal

Brian Chapman

Brian Chapman
Project Manager

SUBJECT: Approve to Allocate Funds to TID #9 for Professional Services to Complete a Traffic Impact Analysis and Design of Highway 2 Center Turn Lane for Site Access (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Finance Department

EXHIBITS:

1.	Professional Services Proposal for Traffic Impact Assessment and Design of US Highway 2 Center Turn Lane
----	--

EXPENDITURES REQUIRED: \$9,800 from General Fund to Tax Incremental District (TID) #9

AMOUNT BUDGETED: \$0 budgeted due to distressed nature of TID #9

APPROPRIATION REQUIRED: \$9,800 from General Fund to Tax Incremental District (TID) #9

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. The funds requested for professional services are necessary to achieve access to the Timeless Timber site, and would be necessary for any redevelopment project on the site. The Comp Plan recommends careful disposition of this City-owned land, and site access is a necessary step to achieving this community goal.

SUMMARY STATEMENT:

The requested \$9,800 would be used for professional services to complete a Traffic Impact Analysis and engineering design for extension of the center turn lane on U.S. Highway 2. Extension of the center turn lane has been identified as a need to ensure safe and efficient site access via 23rd Ave E, and will be needed regardless of the future use of the site. Therefore, the City shall take on these design costs, and the developer shall be responsible for all construction costs associated with plans developed.

Tax Incremental District #9 is currently considered distressed, and therefore does not have available funds to cover professional service expenses associated with redevelopment of the Timeless Timber site. However, since 2021 is the final year for any expenditures out of TID #9, it would be in the best interest of the City to allocate funding for this necessary professional service expense.

March 31, 2021

John Butler, P.E.
Public Works Director
City of Ashland
202 6th St E
Ashland, WI 54806

Re: USH 2 & 23rd Avenue E Traffic Impact Analysis Study

Dear Mr. Butler,

Thank you for the opportunity to submit this proposal for professional services for the traffic impact analysis (TIA) study for the planned developments in the southwest corner of the USH 2 intersection with 23rd Avenue E. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Development plans are underway for the construction of commercial uses in the vacant parcel located in the southwest corner of the USH 2 intersection with 23rd Avenue E. The commercial use, and primary focus of this study, is expected to be a 4,000 square foot restaurant with available seating for 128 patrons and a minimum 48 parking spaces. There is potential for additional commercial uses within the area that have not yet been defined. Access to these developments will be provided along 23rd Avenue E.

A residential development is expected to be constructed south of the parcel described above and will include a 50 unit cottage-style neighborhood with a community space for residents. The neighborhood will include 10 one-bedroom units, 20 two-bedroom units, and 20 three-bedroom units. Access to this development is expected to be provided along 22nd Avenue E and 6th Street E. Although traffic from this development will not be served by 23rd Avenue E, the development may result in an increase in traffic along USH 2.

USH 2 features a four-lane undivided roadway in the proximity of the 23rd Avenue E. To the east, USH 2 expands to provide a center two-way left-turn lane (TWLTL), which was recently extended to the west to accommodate turning traffic at the recently constructed Kwik Trip Gas Station. The City of Ashland (OWNER) anticipates extending the TWLTL along USH 2 to the west to include the 23rd Avenue E intersection and has requested a TIA to evaluate the traffic operations and confirm the appropriateness of the TWLTL extension.

Scope of Services

Task 1: Data Collection

- A. The CONSULTANT will identify traffic volume data for USH 2 provided by the OWNER in the Wisconsin Department of Transportation (WisDOT) February 16, 2021 memorandum titled *USH 2 from Stuntz Avenue to 36th Avenue Road Diet Feasibility*. The 2017 count data at the USH 2 intersections with 22nd Avenue E and 24th Avenue E will be used to identify existing traffic volumes along USH 2.
- B. The CONSULTANT will obtain from the University of Wisconsin Traffic Operations and Safety Laboratory (UW-TOPS Lab) the most recent five-year crash history data for the USH 2 segment between 22nd Avenue E and 24th Avenue E.

Task 2: Analysis

A. Trip Generation/Assignment

1. The CONSULTANT will use the ITE Trip Generation Handbook 10th Edition to calculate the number of weekday morning and evening peak hour trips generated by the existing Kwik Trip with access on 23rd Avenue E and distribute those trips to 23rd Avenue E based on existing turning distributions at adjacent intersections. This traffic will be added to the background 2017 volumes to estimate existing turning movement volumes at the USH 2 intersection with 23rd Avenue E.
2. The CONSULTANT will calculate the number of weekday morning and evening peak hour trips expected to be generated by the planned 4,000 square foot restaurant development. Coordination with the OWNER will determine the appropriate assumption for additional commercial development on the site that has not yet been defined and trips associated with this additional development will be calculated.
3. The CONSULTANT will calculate the number of weekday morning and evening peak hour trips expected to be generated by the planned residential development south of the study area. These trips will be assigned to the area roadways based on existing traffic count data along USH 2 and coordination with the OWNER.

B. Traffic Forecasting

1. The CONSULTANT will use the 2017 traffic forecasts provided by WisDOT in the *Road Diet Feasibility* Study to determine appropriate growth rates for background traffic along USH 2. Background traffic peak hour turning movement volumes at the study intersection will be forecasted forward to year 2041.

C. Traffic Operations Analysis

1. The CONSULTANT will identify morning and evening peak hour traffic operating conditions using Synchro 11 software with results based on procedures documented in the Highway Capacity Manual 6th Edition. Traffic conditions at the study intersection will be analyzed during the morning and evening peak hours during the following periods and scenarios:
 - i. Existing Year (2021) with estimated background traffic only
 - ii. Existing Year (2021) plus traffic associated with the planned restaurant development
 - iii. Design Year (2041) with forecasted background traffic only
 - iv. Design Year (2041) with forecasted background traffic and the planned restaurant development
 - v. Design Year (2041) with additional traffic associated with on-site commercial development and off-site residential development to the south.

D. Crash Analysis

1. The CONSULTANT will review the five-year crash history for USH 2 between (but not including) 22nd Avenue E and 24th Avenue E and create a crash diagram identifying the reported crash locations.

Task 3: Report

1. The CONSULTANT will submit a draft TIA that summarizes the traffic forecasting, volumes, analysis, and crash history at the study intersection of USH 2 and 23rd Avenue E for review and comment. The report will address the appropriateness of extending the USH 2 TWLTL to 23rd Avenue E. A final TIA will be submitted following comments received from the OWNER on the draft report.

Task 4: Meetings

2. One conference call will be held to discuss the draft TIA and analysis results.

Responsibilities of Owner and Others

The OWNER will be responsible for providing pertinent information related to the design as well as timely review of any submittals.

Additional Services

Tasks not described in this scope will be considered 'additional' (extra) services and can be conducted upon written amendment to this agreement.

Time Schedule

The CONSULTANT will commence work after receipt of a signed contract or written Notice to Proceed (NTP). The revised conceptual exhibit showing the updated design with sightlines will be submitted to the OWNER within 20 business days.

Fee

Compensation for the above scope of services will be a lump sum amount of Nine Thousand Eight Hundred dollars (\$9,800.00). Any additional services will be negotiated.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until April 30, 2021 unless extended by us in writing.

Addressee Name
Date
Page 4 of 4

Proposed by Consultant:

Ayres Associates Inc



Kevin Kuhlow, PE
Manager, Transportation Services-Madison



Alexander Cowan, PE, PTOE
Project Manager – Traffic Engineering

Accepted by Owner:

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SUBJECT: Approve Contract with Wetlands and Waterways, LLC for Wetland Monitoring Services
(Planning) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning & Development Department
Finance Department
City Attorney

EXHIBITS:

1.	2021 Wetlands and Waterways, LLC Wetland Mitigation Bank Monitoring Proposal
2.	Ashland Mitigation Bank Site Map

EXPENDITURES REQUIRED: \$6,500 Wetland monitoring services

AMOUNT BUDGETED: \$6,500 Fund 277 Wetland Mitigation

APPROPRIATION REQUIRED: N/A-- Budgeted expense

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 14, 2021 that Wetlands and Waterways, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed activities conform to Comprehensive Plan goals and priorities of being good stewards of the natural environment. It is also required by law that the City conduct these wetland monitoring activities annually.

SUMMARY STATEMENT:

The City of Ashland is legally required to conduct wetland monitoring and mitigation as laid out in the attached proposal at the City of Ashland's approved wetland mitigation site to compensate for wetland impacts associated with the following projects:

- Canadian National Grade
- Wal-Mart Stores, Inc.
- City of Ashland Bio-Retention Cell Construction.

This 2021 season will be year 7th and final year commitment for monitoring and management of Ashland's wetland mitigation bank. The City Planning and Development Department solicited three proposals for the

2021 season, with Wetlands and Waterways, LLC having submitted the lowest qualified bid. Wetlands and Waterways, LLC has performed this work for the City each year, and has extensive knowledge of the sites and the City's needs to comply with these responsibilities. The proposal includes two separate monitoring visits on site, as well as preparation of the required annual monitoring report. Work will commence shortly after approval of the contract by City Council. Funding for such activities is budgeted annually in a separate Fund 277.



February 21, 2021

Ms. Megan McBride
City of Ashland – Interim Director of Planning & Development
601 Main Street West
Ashland, WI 54806

RE: Task Order for 2021 Annual Mitigation Site Monitoring of Master Contract for Wetland Mitigation Services for the City of Ashland

Dear Ms. McBride,

Thank you for allowing Wetlands and Waterways, LLC the opportunity to present a proposal for providing project management and consultation services with regards to wetland mitigation for the City of Ashland. This proposal outlines the anticipated services and costs associated with the 2021 annual monitoring at the City of Ashland's approved Wetland Compensation Site that was approved to compensate for wetland impacts associated with the following projects;

- Canadian National Grade
- Wal-Mart Stores, Inc.
- City of Ashland Bio-Retention Cell Construction

This proposal includes costs to provide services associated with 2021 services and expenses. Subcontractor expenses for invasive species treatments are not included in this proposal but coordination with other subcontractors (i.e. invasive species specialists) will be conducted as necessary at no additional charge.

Scope of Services

Wetlands and Waterways, LLC proposes to provide the following services for this phase of work:

- Wetland Mitigation site monitoring for 2021 including;
 - Conduct semi-annual wetland mitigation site monitoring at the mitigation site.
 - Identify all plant species within a quadrant adjacent to the monitoring stations to be established throughout the site.
 - Note percent cover of all species located within each of the sample quadrants.
 - Collect hydrology data at all monitoring points.
 - Conduct a walkover of the entire site to evaluate and map percent cover of invasive species.
 - Conduct a walkover of the entire site to evaluate and identify other native wetland species to evaluate site diversity.
 - Collect photos at each monitoring point for reference from previous or future site visits.
 - Prepare a map indicating the location and extent of invasive species.
 - Prepare an annual monitoring report to summarize the findings of the semi-annual monitoring events, including photos, maps, list of plant species, percent cover, invasive species locations and percent cover, and recommendations for management of the site to ensure success criteria are met in an appropriate time frame.
 - Submit the annual monitoring report to all appropriate parties including U.S. Army Corps of Engineers, Wisconsin Department of Natural Resources and City of Ashland.



Proposed Fees

Wetlands and Waterways, LLC proposes to perform the above described services for the following fees:

2021 Annual Site Monitoring, Two Monitoring Events and Reporting **\$6,500**

This cost estimate is for the 2021 monitoring and maintenance year, including two monitoring events and preparation of an annual monitoring report. This price is a Lump Sum Not To Exceed cost estimate.

Please sign below and return to me if you approve of this phase of work and would like to proceed.

Sincerely,

Wetlands and Waterways, LLC

Ann M. Key, PSS, PWS, CST
WDNR Professionally Assured Wetland Delineator

City of Ashland

Date

Ashland Mitigation Bank



Woodland Rd

Gordys Ln

Legend

 Ashland Mitigation Bank (9) Acres

Google Earth

© 2020 Google

300 ft

Page 202 of 290

SUBJECT: Approve Contract with Premier Prairie and Wetland Restorations, LLC for Required Wetland Mitigation Bank Vegetation Management (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning & Development Department
Finance Department
City Attorney

EXHIBITS:

1.	2021 Premier Prairie and Wetland Restorations, LLC Mitigation Bank Management Proposal
2.	2021 Premier Prairie and Wetland Restorations, LLC Terms and Conditions and Agreement for Wetland Bank Management Proposal
3.	Ashland Mitigation Bank Site Map

EXPENDITURES REQUIRED: \$6,500 Wetland Vegetation Management Services

AMOUNT BUDGETED: \$6,500 Fund 277 Wetland Mitigation

APPROPRIATION REQUIRED: N/A-- Budgeted expense

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 14, 2021, that Premier Prairie and Wetland Restorations, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed activities conform to Comprehensive Plan goals and priorities of being good stewards of the natural environment. It is also required by law that the City conduct these vegetation management activities at the City's approved wetland mitigation bank annually.

SUMMARY STATEMENT:

The City of Ashland is legally required to perform vegetation management and removal of invasive species at its approved wetland mitigation bank as described in this proposal. The City is required to perform these activities at its approved Wetland Mitigation Site to compensate for wetland impacts associated with the following projects:

- Canadian National Grade
- Wal-Mart Stores, Inc.
- City of Ashland Bio-Retention Cell Construction.

This 2021 season will be year 7th and final year commitment for monitoring and management of its wetland mitigation bank. The City Planning and Development Department solicited three proposals for this work, and Premier Prairie and Wetland Restorations, LLC submitted the lowest qualified proposal for management activities and associated required reporting. The President of Premier Prairie and Wetland Restorations, LLC has performed these activities for the City of Ashland each year and has done satisfactory work to ensure the City remains in compliance with its wetland mitigation requirements and that these activities are done in a timely manner. The attached proposal includes treatment of the site for various invasive/non-native species throughout the summer, with appropriate timing for targeting of each invasive plant species determined by the contracted firm according to best practices and industry standards. Activities need to begin in spring, and thus would commence shortly after approval of this proposed contract. Funding for such activities is budgeted annually in a separate Fund 277.



January 22, 2021

Megan McBride
Direction of Planning & Development
City of Ashland
601 Main St. West
Ashland, WI 54806

RE: 2021 Vegetation Management Proposal – Ashland Mitigation Bank

Dear Mrs. McBride,

Premier Prairie & Wetland Restorations, LLC (PPWR) is pleased to present this proposal for native ecosystem restoration services at the above-referenced project Site. The project site is more specifically described as 9 acres located near the City of Ashland, Eileen Township, Bayfield County, WI. This proposal includes the scope of work, project cost estimate, assumptions, extra services, rate table, site map and terms and conditions. A standard service agreement form is attached for your review, approval and signature. PPWR will initiate this project immediately upon receipt of an executed Agreement.

Project Needs

PPWR understands that The City of Ashland (the Client) is seeking native ecosystem restoration services at the Ashland Wetland Mitigation Bank Project Site (The Site). The project area consists of wet meadow, shallow marsh, hardwood swamp, shrub carr and upland buffer plant communities with populations of invasive species mixed throughout. PPRW understands the goal of the project is to provide invasive species management control to facilitate native establishment to help meet performance standards for maximum credit release, decrease long-term management costs, and further establish a Site that is aesthetically pleasing and supports abundant wildlife populations.

SCOPE OF WORK

Task 1. Invasive Species Management – Reed Canary Grass and Broadleaf Management (May – June 2021)

- PPWR will conduct a targeted reed canary grass (RCG) treatment throughout the project area in May - June of 2021.
 - Treatment methods and timing will be based on observed site conditions and RCG life cycle to provide appropriate and adequate control. It is anticipated that selective and non-selective herbicides will be needed to provide appropriate control.
 - Use of a tracked UTV and mounted boomless sprayer, backpack sprayers, hand wicks and 4-wheeler with mounted spray tank will be utilized to conduct the herbicide treatments.
- PPWR will conduct Invasive broadleaf management to non-native broadleaf populations observed within portions of the treatment area.



- Broadleaf invasive weeds will be selectively targeted by use of broadleaf specific herbicides and applied with backpack sprayers. Use of string trimmers maybe used to control observed biennial weeds noted during the 2020 management period.
- Treatment methods and timing will be based on observed site conditions and invasive broadleaf plant life cycles to provide appropriate and adequate control

Task 2. Invasive Species Management – Follow-up Reed Canary Grass and Broadleaf Weed Treatments and Conduct Cattail and Phragmites Management (July 2021)

- PPWR will conduct a follow-up reed canary grass herbicide treatment to previously treated areas of the Site
 - Treatment methods and timing will be based on observed site conditions and RCG life cycle to provide appropriate and adequate control. It is anticipated that selective and non-selective herbicides will be needed to provide appropriate control.
 - Use of backpack sprayers, hand wicks and 4-wheeler with mounted spray tank will be utilized to conduct the herbicide treatments.
- PPWR will conduct an Invasive broadleaf management to non-native broadleaf populations observed within portions of the treatment area.
 - Broadleaf invasive weeds will be selectively targeted by use of broadleaf specific herbicides and applied with backpack sprayers. Use of string trimmers maybe used to control observed biennial weeds noted during the 2020 management period
 - Treatment methods and timing will be based on observed site conditions and invasive broadleaf plant life cycles to provide appropriate and adequate control.
- PPWR will conduct invasive cattail and phragmites herbicide treatments to all populations within the Project Site.
 - Cattail and Phragmites treatment methods and timing will be based on observed site conditions and invasive plant life cycles to provide appropriate and adequate control.
 - Herbicide treatment methods are anticipated to utilize back pack hand wicks to provide a very targeted herbicide treatment.

Task 3. Vegetation Management Reporting – End of Year Management Report (November – December 2021)

- PPWR will create a vegetation management report and photo log for all completed tasks conducted during the 2021 management period. PPWR will submit the report to the company completing the vegetation monitoring and management report to the WDNR and US Army CORPs of Engineers.



Assumptions

- PPWR will determine final means and methods for invasive species control based on our professional judgement and site conditions.
- PPWR will conduct herbicide applications per product label and accepted treatment methodologies, but provides no guarantee of target species mortality or long-term system response. The effectiveness of each herbicide application is dependent upon several conditions such as target species, weather conditions before and after the herbicide application, available target species seed bank, and target species populations on adjacent parcels and within the watershed. Sustainable control of target weed populations often takes consistent and appropriately timed applications over multiple years. Complete control of a target species may not be achieved based on the factors mentioned above.
- PPWR assumes that target invasive species will be interspersed with non-target species, including native species. PPWR will select application techniques and herbicides with the goal of reducing invasive species populations. With this goal in mind, reasonable efforts will be made to avoid impact to adjacent non-target vegetation, but PPWR will not guarantee or replace damaged vegetation within the treatment area, nor will PPWR be responsible for incidental damage resulting from use of industry standard care.
- The client will make PPWR aware of any known access restrictions, easements, utility encumbrances, or land use constraints which may affect execution of the work to be conducted.
- The Client will provide PPWR with information on all known locations of Threatened and Endangered species, sensitive areas, protected wildlife habitat features, and site conditions which may restrict access or execution of the work to be conducted.

Project Cost Estimate

The Scope of Work will be completed on a **Lump Sum Basis for \$6,500.00** including reimbursable expenses in the attached rate sheet. This cost estimate does not include sales tax.

If PPWR encounters unexpected challenges or anticipates work may exceed the cost estimate, PPWR will contact the client to receive approval prior to completing new or additional services.

The costs described herein and specified in the attached rate table and/or units prices for the services described are valid for 60 days from the date of this proposal and are subject to annual adjustments. Please indicate your acceptance of this proposal, the scope of work, payment terms, terms and conditions by signing and providing the information requested on the last page of the Agreement. Please return the entire document, along with the retainer fee.

Payment

All Invoices are due for payment upon receipt, please mail payments to:

Matt Angerhofer or Premier Prairie & Wetland Restorations LLC.
229 County Road A
Cambridge, WI 53523

Providing Safe, Efficient, High Quality Ecological Solutions



Premier Prairie & Wetland Restorations LLC.
229 CR A
Cambridge, WI

If you have any questions, or require any additional information, please call us at (608) 513-8069. Thank you and we look forward to working with you on this project.

Sincerely,

Premier Prairie & Wetland Restorations, LLC

A handwritten signature in black ink that reads "Matthew R. Angerhofer". The signature is fluid and cursive, with the first name "Matthew" being more prominent.

Matthew Angerhofer (President)

Cell 608.513.8069

Matt@premierprairiewetlands.com

Enclosure: Rate table, Site Map, Term and Conditions and Agreement

Ashland Mitigation Bank



Woodland Rd

Gordys Ln

Legend



Ashland Mitigation Bank (9) Acres

300 ft

Google Earth

© 2020 Google



Premier Prairie & Wetland Restorations Rate Tables

PPWR Staff Rates		UM	Rate
Senior Ecologist		Hour	\$95
Restoration Specialist		Hour	\$65
Restoration Technician		Hour	\$55

Direct Charges		UM	Rate
Adjuvants			
Spray Indicator Dye (Blue dye)		oz	\$0.33
Non-Ionic Surfactant (Induce)		oz	\$0.33
Water Conditioner (Request)		oz	\$0.25
Oil-Based Triclopyr		oz	\$0.45
Zarr		oz	\$0.40
Crop Oil		oz	\$0.12
Induce PH		oz	\$0.35
Dyne Amic (MBO + Organosilicon Aquatic)		oz	\$0.56
Pesticides			
2, 4-D Ester (Weedone)		oz	\$0.25
Barrage HF (2,4-D)		oz	\$0.40
Round-up custom		oz	\$0.35
Clethodim 2E		oz	\$1.25
Select Max		oz	\$1.35
TapOut (Clethodim petroleum free)		oz	\$1.25
Garlon 3A (Triclopyr water-based)		oz	\$0.80
Element 4 (Triclopyr oil based)		oz	\$0.80
Garlon Ultra 4		oz	\$1.25
Trycera Triclopyr 3A + 4E petroleum free)		oz	\$0.90
Clpyralid (transline)		oz	\$2.50
Polaris		oz	\$0.80

Reimbursable Expenses		UM	Rate
Mileage and Travel Expenses			
Truck Mileage		Mile	\$0.67
Truck with Trailer Mileage		Mile	\$1.00
Daily Per-Diem		Full Day	\$50.00
Per-Diem (Breakfast)		Breakfast	\$8.00
Per-Diem (Lunch)		Lunch	\$15.00
Per-Diem (Lunch)		Dinner	\$27.00
Equipment			
Water tank and Pump		Day	\$50.00
Burn Equipment		Per Staff	\$50.00
Herbicide Back Pack Sprayer		Day	\$15.00
ChainSaw / Brush Cutter		Day	\$50.00
ATV - Daily		Day	\$100.00
ATV - Weekly		Week	\$400.00
UTV With Tracks - Daily		Day	\$175.00
100 Gallon Boomless Sprayer		Daily	\$150.00
25 gallon Boomless Sprayer		Weekly	\$50.00
Rental Equipment Fuel Charge (Diesel)		Gallon	\$3.00
Rental Equipment Fuel Charge (Gasoline)		Gallon	\$2.50

Agreement

This Agreement made as of the date set forth below between Premier Prairie & Wetland Restorations (Consultant) and the City of Ashland (Owner). The Consultant and Owner agree as follow:

1. **Scope of Work:** The Consultant shall substantially complete the Scope of Work described in the proposal.
2. **Payments:** All payments shall be made as set forth in the proposal.
3. **Contract Documents:** The Contract Documents consist of this Agreement, the proposal, and any modifications issued after the execution of this Agreement and any specific drawings, addendums or other documents specifically set forth in the exhibit. A modification is either (1) a written amendment to the Contract (defined below) and signed by the parties or (2) a written "Change Order".
4. **Change Orders:** All alterations, additions, or deletions to the Consultant's Work or materials to be furnished by Consultant shall be set forth in a written change order signed by the Consultant. The Change Order shall clearly set forth the adjustment being made to the Contract Price resulting from the change order. In the event that Owner orders additional work to be performed and a change order is not executed by the parties, the Owner shall be responsible for all costs including without limitation labor, material, and equipment (collectively the "total costs"), and an additional fee equal to 10% of the total costs.
5. **Substantial Completion:** Substantial Completion is the point when the Work is sufficiently complete in accordance with the Contract Documents to allow the Owner to utilize the site for its intended purpose.
6. **Use of Site:** Unless otherwise stated, the Consultant shall have access to the site for activities necessary for the performance of the Work. The Consultant will take reasonable precautions to minimize damage due to these activities and will be responsible for damages that either (1) fall under regulatory control and/or (2) present a negative ability for the owner to utilize the site.
7. **Permits, Fees and Notices.** Except as otherwise provided for in the proposal, the Owner shall be responsible for obtaining and paying for all permits and governmental fees, licenses, and inspections necessary to complete the Work.
8. **Insurance:** Consultant shall carry the insurance set forth in the Certificate of Liability Insurance (provided prior to initiating field work).
9. **Indemnification:** The Owner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Consultant and its subcontractors from all suits or claims alleging damage or injuries to persons or property, or liabilities resulting there from including without limitation reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the Work under this Contract, excepting only those damages, liabilities or costs attributable to the negligence, willful misconduct, or omissions of the Consultant.
10. **Information for the Sole Use and Benefit of the Owner:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other

documents and services provided by the consultant are for the sole use and benefit of the Owner and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the Owner.

- 11. Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the standards of practice of consulting professional engineering.
- 12. Use of Documents:** All documents produced by the Consultant under this Contract are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Owner for any other purpose without the prior written consent of the Consultant.
- 13. Dispute Resolution:** This contract shall be governed by the laws of the State of Wisconsin as to both interpretation and performance. Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement (except claims by the Consultant for payment of fees due from Client) shall be resolved by following a three-step process: (1) project managers resolution; which if not successful will be followed by (2) nonbinding mediation; then (3) binding arbitration in event that mediation is not successful. If the parties are unable to agree upon a mediator or an arbitrator, either party shall have the right to bring legal action as provided herein. Arbitration shall be conducted in accordance with Construction Industry Arbitration Rules of the American Arbitration Association then in force. Any litigation involving the interpretation or performance of this Agreement shall be venued in Ashland or Bayfield County, Wisconsin, and the parties expressly agree that said courts shall have personal jurisdiction over them and that venue is proper in said courts. The prevailing party in any such arbitration or litigation shall be entitled to an award of all costs, including reasonable attorney's fees, as determined by the arbitrator or court in the exercise of his or her sound discretion.
- 14. Lien Notice:** As required by the Wisconsin Construction Lien Law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within sixty (60) days after they first perform, furnish, or procure services, materials, plans, or specifications for construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, material, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complainant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.
- 15. Termination of Services:** This Contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Owner shall pay the Consultant for all services rendered to the date of termination, and all expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
- 16. Entire Contract:** The Agreement and the Contract Documents (collectively, the

"Contract") contain the entire Contract between the parties superseding all prior negotiations and communications, both verbal and written. Any change, modification or amendment to the Contract must be in writing and signed by both parties. The termination or expiration of the Contract shall not effect or prejudice either party's accrued rights hereunder and all rights of indemnity survive the termination of this Contract. Failure of either party to exercise any rights hereunder shall not be constructed to be a waiver of any such right in the Contract. Furthermore, the failure to exercise a right hereunder shall not be a waiver of the Contract as a whole or any other provision thereof.

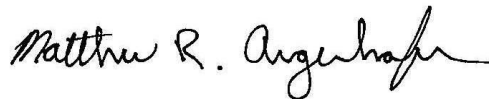
17. Severability: Any term or provision of this Contract found to be invalid under any applicable statute or rule of law be deemed omitted and the remainder of this Contract shall remain in full force and effect.

18. Survival: Notwithstanding completion or termination of this Contract for any reason, all rights, duties and obligations of the parties to this Contract shall survive such completion or termination and remain in full force and effect until fulfilled.

The above Contract, Terms and Conditions, and referenced Proposal scope of work and fees are agreed upon:

Consultant: Matt Angerhofer

Date: January 22, 2021



Owner: _____

Date_____

Owner Name (Printed):_____

Owner Address:_____

Owners Phone Number _____

Ashland Mitigation Bank



Woodland Rd

Gordys Ln

Legend

 Ashland Mitigation Bank (9) Acres

Google Earth

© 2020 Google

300 ft

Page 214 of 290

SUBJECT: Approve a Resolution Designating Signing Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 10, City of Ashland, Wisconsin (*Planning*) Roll

RECOMMENDATION: Approval (Plan Commission recommended to approve 5-2, Beirl and MacKenzie opposed)

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (recommended to approve 5-2, Beirl and Mackenzie opposed)

EXHIBITS:

1.	Proposed Resolution
2.	Proposed Tax Incremental District (TID) #10 Project Plan
3.	DRAFT Joint Review Board Meeting Minutes 4-6-2021
4.	DRAFT Plan Commission Meeting Minutes 4-6-2021

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed amendments to the Tax Incremental District (TID) #10 Project Plan and boundary directly further Comprehensive Plan goals for downtown revitalization. Specific goals which will be promoted through these changes will be abatement of distress and decline, promotion of entrepreneurialism in the downtown, and protect and enhance our architectural heritage and "how our built environment supports our community and nurtures us civically" (p. 18).

SUMMARY STATEMENT:

Sean Lentz with Ehlers will provide a presentation to Council regarding the background and financial feasibility of proposed TID amendments.

The purposes of the proposed Tax Increment District (TID) #10 Project Plan and boundary amendments are to budget funds for anticipated development projects which may need incentives to move forward, clarify timelines and identify available funds to support reconstruction of Main Street utilities and roadway, and set up

opportunities to creatively leverage TID funds to promote entrepreneurialism and desired developments. While these Project Plan amendments would effectively budget TID funds towards these identified uses, each individual project will still come to City Council for approval prior to any TID borrowing or expenditures. Additionally, Grant Agreements and/or Development Agreement for specific projects will also be brought to Council for approval.

Key TID #10 Project Plan and Boundary Amendments include:

- 1) The proposed boundary amendments will incorporate properties where development and associated TIF development incentives will be needed, to ensure that the tax increment generated can be captured within the TID;
- 2) Facilitate a Downtown Building Improvement Grant Program in 2021-2022 to assist business and property owners in making necessary repairs, facade improvements, and build out of new commercial and residential uses. Megan McBride presented about this at the December 8, 2020 Committee of the Whole Meeting, and received Council support and directive to work with Ehlers to assess financial feasibility of these activities;
- 3) Clarification of dates and anticipated expenses for reconstruction of Main Street, including replacement of utilities and reconstruction of the roadway, sidewalks, etc.;
- 4) Inclusion of up to three business plan competitions as eligible TID expenses throughout the remaining life of the TID to strategically incentivize redevelopment and activation of vacant storefronts while also promoting entrepreneurialism; and
- 5) Identification of estimated development incentive needs for future projects.

**RESOLUTION DESIGNATING PROPOSED AMENDED BOUNDARIES AND
APPROVING A PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL
DISTRICT NO. 10, CITY OF ASHLAND, WISCONSIN**

WHEREAS, the City of Ashland (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 10 (the “District”) was created by the City on May 30, 2017 as a blighted area district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the “Amendment”) in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1005(4)(h)2.
- b. Amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1005(4)(h)1.

WHEREAS, an amended Project Plan for the District (the “Amendment”) has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the district promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, to the chief executive officers of Ashland County, the Ashland School District, and the Wisconsin Indianhead Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 6, 2021 held a public hearing concerning the proposed amendment to the Project

Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Ashland that:

1. It recommends to the City Council that the boundaries of Tax Incremental District No. 1 be amended as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the City Council.
3. Amendment of the Project Plan and Boundaries of the District promotes orderly development in the City.

Passed: April 20, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 10
CITY OF ASHLAND**

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS CAN BE FOUND IN THE CITY COUNCIL PACKET

March 30, 2021

Project Plan Amendment
Tax Incremental District No. 10

City of Ashland, Wisconsin

Organizational Joint Review Board Meeting Held:	April 6, 2021
Public Hearing Held:	April 6, 2021
Approval by Plan Commission:	April 6, 2021
Adoption by Common Council:	April 20, 2021
Approval by the Joint Review Board:	April 28, 2021

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SECTION 1:

Executive Summary

Description of District

Tax Incremental District (“TID”) No. 10 (“District”) is adding 1.22 acres to the original District. The District was created as a blighted area district created on May 30, 2017 and was created to:

- Provide a funding source for the construction of required public infrastructure improvements in order to allow for development and redevelopment to occur within the District.
- The initial project was construction of a new hotel in the City’s downtown section with TID No. 10 providing financial assistance to allow the project to proceed and for the new construction to be aesthetically pleasing and harmonious with the City’s downtown area.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).
- Creation of a Downtown Building Improvement Grant Program to be funded by Tax Increment District No. 10 and facilitated by the City of Ashland. This grant program would provide a one-time opportunity to assist property owners of buildings located within ½ mile of the TID in preserving and enhancing the community’s downtown historic building stock, and create long-term economic benefits.
- Provide funding to complete three business plan competitions throughout the life of the District, and provide other direct development incentives to fill vacancies, support entrepreneurship, and promote downtown revitalization.

Estimated Total Project Cost Expenditures

The City anticipates making total expenditures of approximately \$1,750,000 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include development incentives, Downtown Building Improvement Grant funding, and business plan competition funding. Some of the development incentives will occur outside of, but within one-half mile, of the District’s boundaries.

Incremental Valuation

The City projects that new land and improvements value of approximately \$1,500,000 will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumption's as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs by the end of its total life in 2045.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The Downtown Building Improvement Program would not be able to be funded without the assistance of tax increment. TID No. 10 has and will have funds available from the successful development of the hotel project. The Program will assist in stimulating additional development in the downtown area and continue the goal of eliminating blight.

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District and within a half-mile of the District. Absent the use of tax increment financing, the City is unable to fully fund this program of infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District, as amended, is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1., or was a blighted area at the time the District was created.

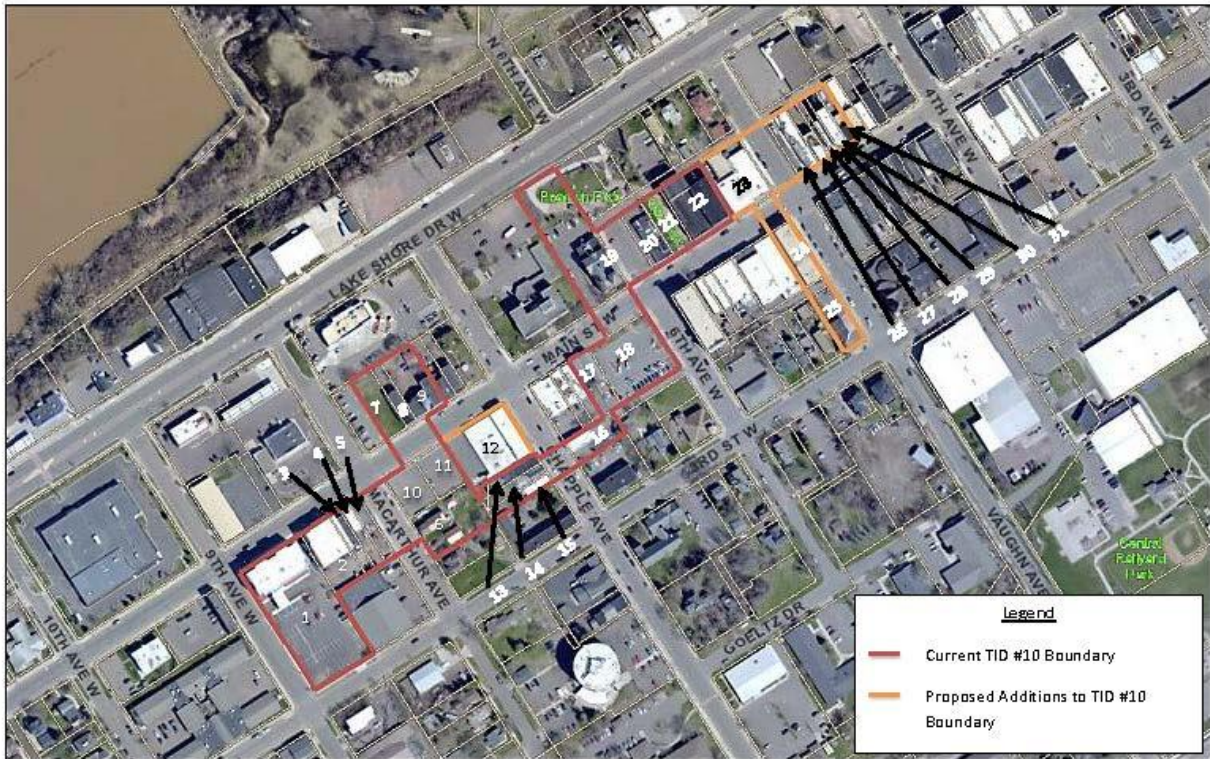
5. Based on the foregoing finding, the District remains designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that 10% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

SECTION 2:

Preliminary Map of Original District Boundary and Territory to be Added

Map Found on Following Page.

TID #10 Boundary Amendments



Parcels Located within Current and Proposed TID #10 Boundary

- | | |
|--------------------------------------|---------------------------------------|
| 1) 201-00207-0000; 818 Main St W | 17) 201-04312-0000; 612 Main St W |
| 2) 201-00199-0000; 808 Main St W | 18) 201-04310-0000 |
| 3) 201-00198-0000; 806 Main St W | 19) 201-04229-0000; 601 Main St W |
| 4) 201-00197-0000; 802 Main St W | 20) 201-04230-0000; 519 Main St W |
| 5) 201-00196-0000; 800 Main St W | 21) 201-04231-0000 |
| 6) 201-00706-0000; 210 MacArthur Ave | 22) 201-04232-0000; 509-515 Main St W |
| 7) 201-00008-0000; 717 Main St W | 23) *201-04234-0000; 505 Main St W |
| 8) 201-00009-0000; 715 Main St W | 24) *201-04300-0000; 502 Main St W |
| 9) 201-00012-0000; 709 Main St W | 25) *201-04299-0000; 501 3rd St W |
| 10) 201-00703-0000 | 26) *201-04241-0000; 421 Main St W |
| 11) 201-00702-1000 | 27) *201-04242-0000; 419 Main St W |
| 12) *201-00701-0000; 700 Main St W | 28) *201-04243-0000; 417B Main St W |
| 13) 201-00763-0000 | 29) *201-04244-0000; 417 Main St W |
| 14) 201-00762-0000 | 30) *201-04245-0000; 415 Main St W |
| 15) 201-00761-0000; 215 Chapple Ave | 31) *201-04246-0000; 413 Main St W |
| 16) 201-00754-0000; 212 Chapple Ave | |

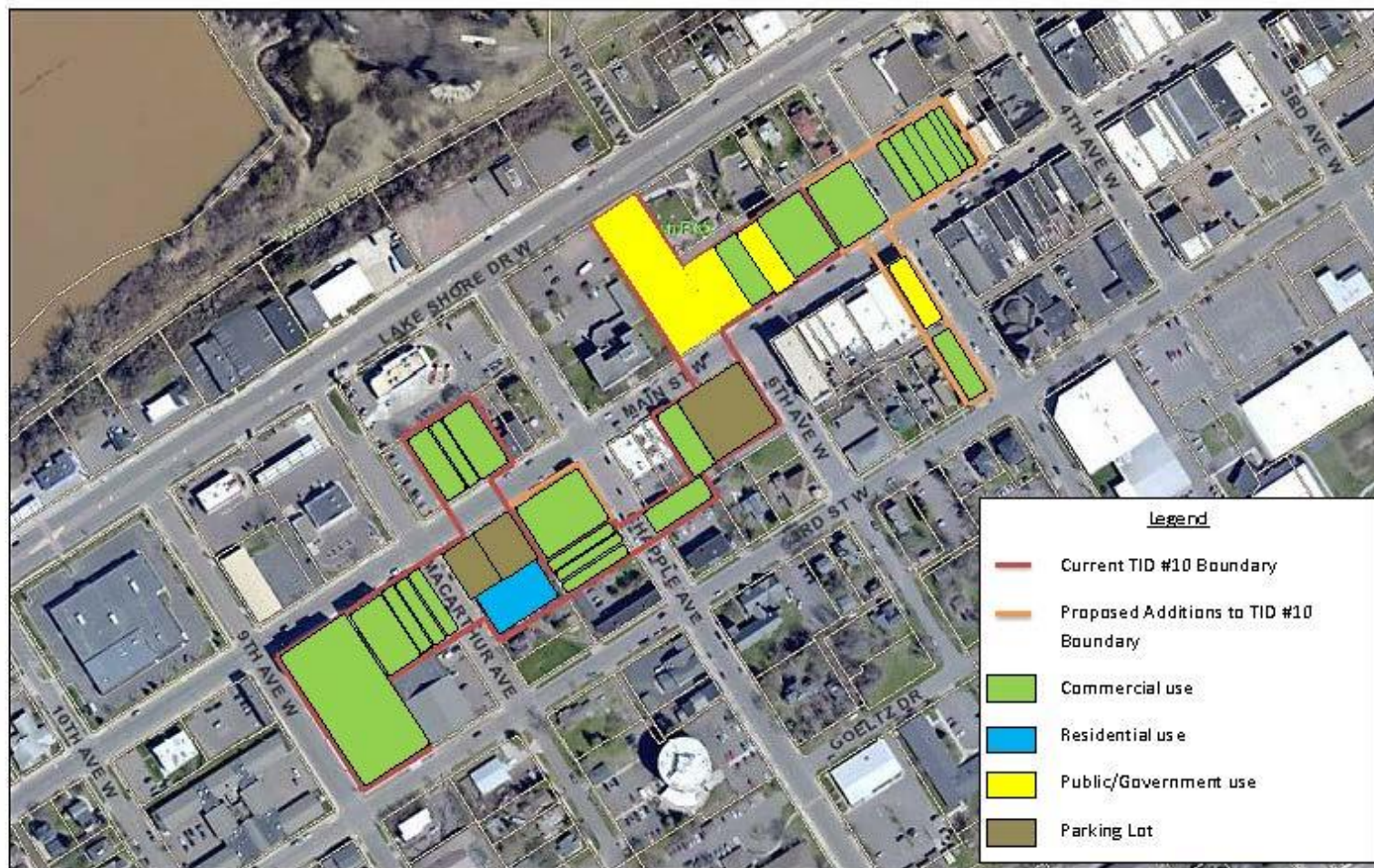
*Parcels proposed for inclusion in TID #10 through boundary amendment

SECTION 3:

Map Showing Existing Uses and Conditions Within the Territory to be Added

Map Found on Following Page.

TID #10 Boundary Amendments



SECTION 4:

Preliminary Identification of Parcels to be Added

City of Ashland, Wisconsin																						
Tax Increment District #10																						
Base Property Information																						
Property Information					Assessment Information					Equalized Value					District Classification					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Blighted	Rehab/ Conservation	Vacant	
	201-00701-0000	700 Main St. W	Chequamegon Food Cooperative	0.42	49,500	633,800	302,400	985,700	90.30%	54,817	701,883	334,884	1,091,584		0.42			0.42	0.42		0.00	
	201-04234-0000	505 Main St. W	Donald E. & Patricia I. Moore Trust	0.32	44,600	178,300	300	223,200	90.30%	49,391	197,453	332	247,176		0.32			0.32	0.32		0.00	
	201-04241-0000	421 Main St. W	Vaughn Avenue Properties, LLC	0.16	21,800	91,700	7,600	121,100	90.30%	24,142	101,550	8,416	134,109		0.16			0.16	0.16		0.00	
	201-04242-0000	419 Main St. W	Guski, Reuben & Vicki	0.00	11,500	66,700	300	78,500	90.30%	12,735	73,865	332	86,932		0.00			0.00	0.00		0.00	
	201-04243-0000	417B Main St. W	Northwoods Dyeworks, LLC	0.04	5,100	27,000		32,100	90.30%	5,648	29,900	0	35,548		0.04			0.04	0.04		0.00	
	201-04244-0000	417 Main St. W	Lumi Norr Properties, LLC	0.05	6,500	49,100		55,600	90.30%	7,198	54,374	0	61,573		0.05			0.05	0.05		0.00	
	201-04245-0000	415 Main St. W	Porter, Kevin D	0.08	11,500	123,100		134,600	90.30%	12,735	136,323	0	149,059		0.08			0.08	0.08		0.00	
	201-04246-0000	413 Main St. W	Hilltop Enterprises LLC	0.16	23,000	47,400	300	70,700	90.30%	25,471	52,492	332	78,295		0.16			0.16	0.16		0.00	
Total Acreage					1.22	173,500	1,217,100	310,900	1,701,500						0	1.223	0	0	1.223	1.223	0	0
										192,137	1,347,841	344,297		0.00%	100.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	
Estimated Base Value													1,884,275									
The above values are as of January 1, 2020. Actual base value certification of the territory will be based on January 1, 2021 assessed values.																						

The above values are as of January 1, 2020. Actual base value certification of the territory will be based on January 1, 2021 assessed values.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$25,365,300. This value is less than the maximum of \$56,046,240 in equalized value that is permitted for the City.

City of Ashland, Wisconsin	
Tax Increment District #10	
Valuation Test Compliance Calculation	
District Creation Date	5/30/2017
	Valuation Data
	Currently Available
	2020
Total EV (TID In)	467,052,000
12% Test	56,046,240
Increment of Existing TIDs	
TID #6	11,626,500
TID #9	8,414,400
TID #10	3,933,800
Total Existing Increment	23,974,700
Projected Base of New or Amended District	1,884,275
Less Value of Any Underlying TID Parcels	0
Total Value Subject to 12% Test	25,858,975
Compliance	PASS

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on May 30, 2017 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Wis. Stat. § 66.1105(2)(f)1 k.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City must be for eligible Project Costs.

Contribution to Community Development Authority (CDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified in the program manual.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The main street infrastructure project is expected to occur within the District and within one-half mile of the District. The Downtown Building Improvement Program and other Development Incentives are also expected to occur on properties within the District and within one-half mile of the District.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

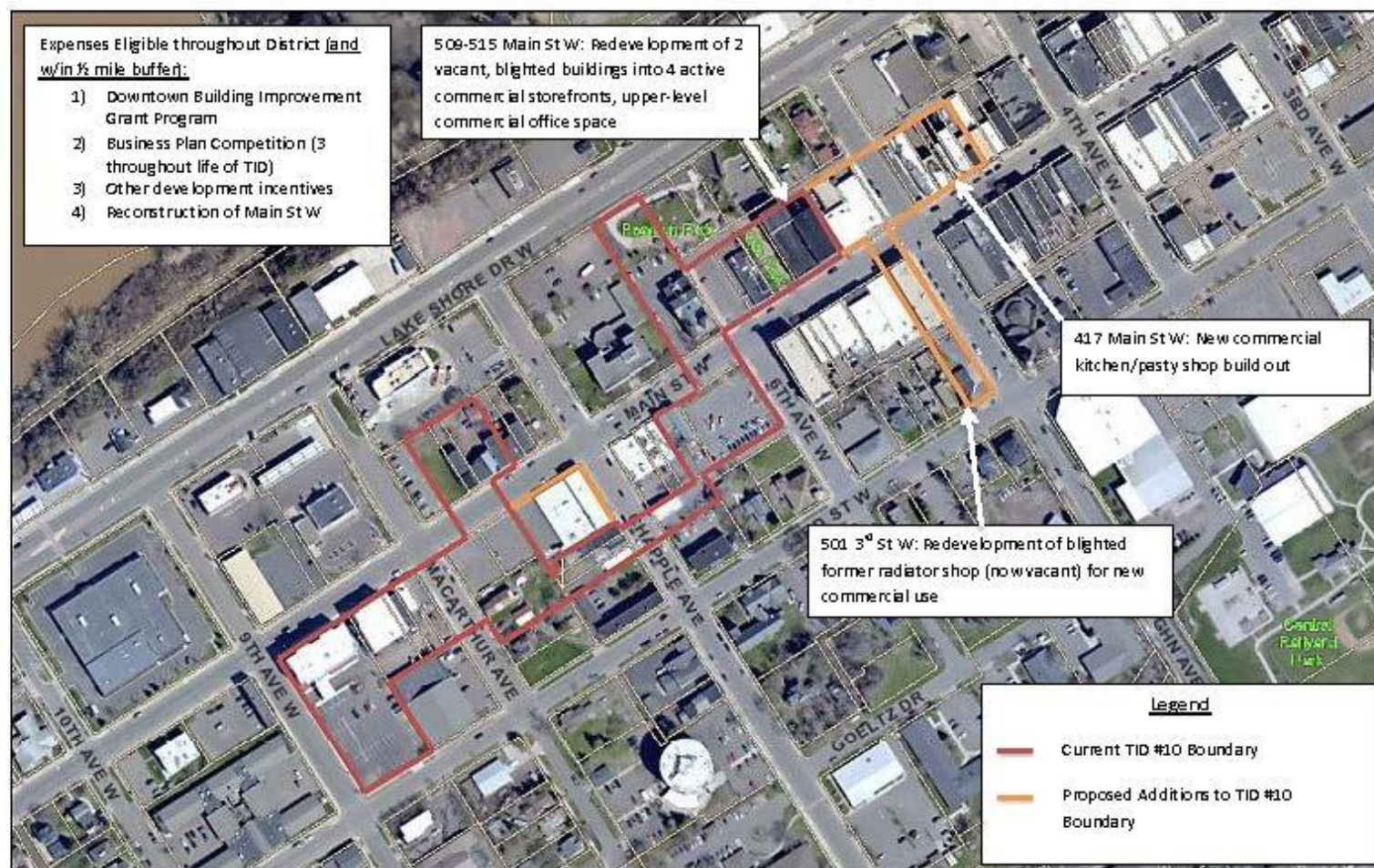
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses Within the Territory to be Added

Map Found on Following Page.

TID #10 Boundary Amendments



SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Ashland, Wisconsin					
Tax Increment District #10					
Estimated Project List					
Project ID	Project Name/Type	Phase I 2021-22	Phase II 2026	Phase III Throughout	Total (Note 1)
1	Downtown Building Improvement Grant Program	350,000			350,000
2	417 Main Street Development Incentive	10,000			10,000
3	501 3rd Street Development Incentive	10,000			10,000
4	509-515 Main Street Development Incentive	50,000			50,000
5	Main Street West Debt		1,000,000		1,000,000
6	Other Development Incentives			300,000	300,000
7	Business Plan Competitions			30,000	30,000
Total Projects		<u>420,000</u>	<u>1,000,000</u>	<u>330,000</u>	<u>1,750,000</u>
Notes:					
Note 1 Project costs are estimates and are subject to modification					

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$1,500,000 in incremental value by 2031. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$25.09 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$3,314,845 in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

City of Ashland, Wisconsin									
Tax Increment District #10									
Development Assumptions									
Construction Year		Actual	509 - 515 Main St. W	Additional Downtown Developmen	Annual Total	Construction Year			
1	2017				0	2017	1		
2	2018	4,073,100			4,073,100	2018	2		
3	2019	(139,300)			(139,300)	2019	3		
4	2020				0	2020	4		
5	2021		500,000		500,000	2021	5		
6	2022				0	2022	6		
7	2023			400,000	400,000	2023	7		
8	2024				0	2024	8		
9	2025				0	2025	9		
10	2026			300,000	300,000	2026	10		
11	2027				0	2027	11		
12	2028				0	2028	12		
13	2029			300,000	300,000	2029	13		
14	2030				0	2030	14		
15	2031				0	2031	15		
16	2032				0	2032	16		
17	2033				0	2033	17		
18	2034				0	2034	18		
19	2035				0	2035	19		
20	2036				0	2036	20		
21	2037				0	2037	21		
22	2038				0	2038	22		
23	2039				0	2039	23		
24	2040				0	2040	24		
25	2041				0	2041	25		
26	2042				0	2042	26		
27	2043				0	2043	27		
Totals		3,933,800	500,000	1,000,000	5,433,800				
Notes:									

Table 2 – Tax Increment Projection Worksheet

City of Ashland, Wisconsin

Tax Increment District #10

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	1,539,978
District Creation Date	May 30, 2017	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2017	Base Tax Rate	\$25.09
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Period/Termination	22 5/30/2039		

	Construction		Valuation	Inflation	Total	Revenue		Tax
	Year	Value Added	Year	Increment	Increment	Year	Tax Rate	Increment
1	2017	-	2018	-	-	2019	\$25.09	0
2	2018	4,073,100	2019	-	4,073,100	2020	\$24.38	99,307
3	2019	(139,300)	2020	-	3,933,800	2021	\$25.09	98,711
4	2020	-	2021	-	3,933,800	2022	\$25.09	98,711
5	2021	500,000	2022	-	4,433,800	2023	\$25.09	111,257
6	2022	-	2023	-	4,433,800	2024	\$25.09	111,257
7	2023	400,000	2024	-	4,833,800	2025	\$25.09	121,294
8	2024	-	2025	-	4,833,800	2026	\$25.09	121,294
9	2025	-	2026	-	4,833,800	2027	\$25.09	121,294
10	2026	300,000	2027	-	5,133,800	2028	\$25.09	128,822
11	2027	-	2028	-	5,133,800	2029	\$25.09	128,822
12	2028	-	2029	-	5,133,800	2030	\$25.09	128,822
13	2029	300,000	2030	-	5,433,800	2031	\$25.09	136,350
14	2030	-	2031	-	5,433,800	2032	\$25.09	136,350
15	2031	-	2032	-	5,433,800	2033	\$25.09	136,350
16	2032	-	2033	-	5,433,800	2034	\$25.09	136,350
17	2033	-	2034	-	5,433,800	2035	\$25.09	136,350
18	2034	-	2035	-	5,433,800	2036	\$25.09	136,350
19	2035	-	2036	-	5,433,800	2037	\$25.09	136,350
20	2036	-	2037	-	5,433,800	2038	\$25.09	136,350
21	2037	-	2038	-	5,433,800	2039	\$25.09	136,350
22	2038	-	2039	-	5,433,800	2040	\$25.09	136,350
23	2039	-	2040	-	5,433,800	2041	\$25.09	136,350
24	2040	-	2041	-	5,433,800	2042	\$25.09	136,350
25	2041	-	2042	-	5,433,800	2043	\$25.09	136,350
26	2042	-	2043	-	5,433,800	2044	\$25.09	136,350
27	2043	-	2044	-	5,433,800	2045	\$25.09	136,350
Totals		5,433,800		0		Future Value of Increment		3,314,845

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Financing and Implementation

Table 3. provides a summary of the District’s financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 4**), the District is projected to accumulate sufficient funds by the year 2045 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 – Financing Plan

City of Ashland, Wisconsin				
Tax Increment District #10				
Estimated Financing Plan				
	State Trust Fund Loan 2021-22	State Trust Fund Loan 2021-22	G.O. Bond 2026	Totals
Projects				
Phase I	350,000	75,000		425,000
Phase II			1,000,000	1,000,000
Total Project Funds	350,000	75,000	1,000,000	1,425,000
Estimated Finance Related Expenses				
Municipal Advisor	7,500	2,500	18,000	
Bond Counsel			10,000	
Rating Agency Fee			12,000	
Paying Agent				
Disclosure Counsel			6,500	
Miscellaneous			1,000	
Underwriter Discount		10.00	11,450	
Capitalized Interest			85,875	
Total Financing Required	357,500	77,500	1,144,825	
Rounding	0	0	175	
Net Issue Size	357,500	77,500	1,145,000	1,580,000
Note: Total cost of Main St. project is anticipated to be larger than \$1,000,000. Amounts shown here are what will be attributed to TID 10.				

Table 4 – Cash Flow

City of Ashland, Wisconsin															City of Ashland, Wisconsin										
Tax Increment District #10																									
Cash Flow Projection																									
Year	Projected Revenues			Expenditures																		Balances			
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	State Trust Fund Loan 550,000 Dated Date: 09/05/18			State Trust Fund Loan 357,500 Dated Date: 06/01/21			State Trust Fund Loan 77,500 Dated Date: 06/01/21			G.O. Bond 1,145,000 Dated Date: 06/01/26			Other Development Admin.			Total Expenditures	Annual	Cumulative	Principal Outstanding	Year		
2017																									2017
2018																									2018
2019																									2019
2020																									2020
2021	98,711		98,711	55,149	4.00%	20,324												15,000		90,473	8,238	14,068	2,418,100		2021
2022	98,711		98,711	57,354	4.00%	18,118	0	0.00%	11,244	7,040	4.00%	2,438						5,000		101,194	(2,484)	19,823	2,298,557		2022
2023	111,257		111,257	59,649	4.00%	15,824	7,007	4.00%	14,300	6,659	4.00%	2,818						5,000		111,257	(0)	19,823	2,225,242		2023
2024	111,257		111,257	61,998	4.00%	13,475	0	0.00%	14,058	6,919	4.00%	2,559					10,000		5,000	114,008	(2,751)	17,071	2,146,326		2024
2025	121,294		121,294	64,515	4.00%	10,958	12,325	4.00%	14,020	7,202	4.00%	2,275						5,000		121,294	(0)	17,071	2,057,284		2025
2026	121,294		121,294	67,095	4.00%	8,377	12,817	4.00%	13,527	7,490	4.00%	1,987						5,000		121,294	0	17,071	1,964,881		2026
2027	121,294		121,294	69,779	4.00%	5,694	13,330	4.00%	13,014	7,790	4.00%	1,688			51,525	(51,525)		5,000		121,294	0	17,071	1,868,982		2027
2028	128,822		128,822	72,562	4.00%	2,910	11,357	4.00%	12,515	8,098	4.00%	1,380			34,350	(34,350)		5,000		128,822	0	17,072	1,761,965		2028
2029	128,822		128,822				18,244	4.00%	12,027	8,426	4.00%	1,052	45,000	3.00%	33,675			5,000		128,423	399	17,471	1,685,296		2029
2030	128,822		128,822				18,973	4.00%	11,297	8,763	4.00%	715	40,000	3.00%	32,400			10,000		127,148	1,674	19,145	1,607,560		2030
2031	136,350		136,350				19,732	4.00%	10,538	9,113	4.00%	365	50,000	3.00%	31,050			10,000		135,798	552	19,697	1,518,714		2031
2032	136,350		136,350				20,495	4.00%	9,775				60,000	3.00%	29,400			10,000		134,670	1,680	21,377	1,428,219		2032
2033	136,350		136,350				21,342	4.00%	8,929				50,000	3.00%	27,750			10,000		133,020	3,330	24,707	1,336,878		2033
2034	136,350		136,350				22,175	4.00%	8,075				60,000	3.00%	26,100			15,000		136,350	0	24,707	1,239,703		2034
2035	136,350		136,350				23,082	4.00%	7,188				60,000	3.00%	24,300			15,000		134,570	1,780	26,487	1,141,621		2035
2036	136,350		136,350				23,595	4.00%	6,282				65,000	3.00%	22,425			15,000		136,302	48	26,535	1,039,026		2036
2037	136,350		136,350				24,909	4.00%	5,361				60,000	3.00%	20,550			20,000		135,820	530	27,065	934,117		2037
2038	136,350		136,350				25,906	4.00%	4,365				60,000	3.00%	18,750			20,000		134,020	2,330	29,395	828,211		2038
2039	136,350		136,350				26,124	4.00%	3,328				65,000	3.00%	16,875			20,000		136,328	22	29,417	717,087		2039
2040	136,350		136,350				27,981	4.00%	2,290				60,000	3.00%	15,000			25,000		135,270	1,080	30,497	604,106		2040
2041	136,350		136,350				29,106	4.00%	1,164				60,000	3.00%	13,200			25,000		133,470	2,880	33,377	490,000		2041
2042	136,350		136,350										95,000	3.00%	10,875			25,000		135,875	475	33,852	370,000		2042
2043	136,350		136,350										95,000	3.00%	8,025			25,000		133,025	3,325	37,177	250,000		2043
2044	136,350		136,350										95,000	3.00%	5,175			30,000		135,175	1,175	38,352	125,000		2044
2045	136,350		136,350										125,000	3.00%	1,875					131,875	4,475	42,827	0		2045
Total	3,215,537	0	3,215,537	508,100		95,680	357,500		183,296	77,500		17,276	1,145,000		423,300	(85,875)	30,000	300,000	135,000	3,186,778				Total	

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

SECTION 11:

Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that 10% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for commercial development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

This Plan Amendment promotes the orderly development of the City by eliminating blighted areas, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and creation of housing.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes the following non-costs:

The Main Street project will benefit TID No. 10 properties and other downtown properties. The portion TID No. 10 will fund benefit properties in TID No. 10 and within one-half mile of TID No. 10.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page:

ANICH, WICKMAN & LINDSEY, S.C.

ATTORNEYS AT LAW
220 SIXTH AVENUE WEST
POST OFFICE BOX 677
ASHLAND, WISCONSIN 54806-0677
TELEPHONE (715) 682-9114
FAX NO. (715) 682-9504

MATTHEW F. ANICH
TYLER W. WICKMAN
MAX T. LINDSEY
ROBERT E. EATON

April 13, 2021

Ashland City Council
601 Main St. W.
Ashland, WI 54806

Deb Lewis
601 Main St. W.
Ashland, WI 54806

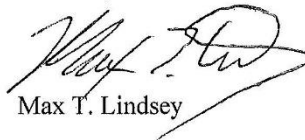
RE: Project Plan Amendment for Tax Incremental District No. 10

Greetings:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Ashland, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Ashland Tax Incremental District No. 10 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Yours truly,

ANICH, WICKMAN & LINDSEY, S.C.



Max T. Lindsey

MTL/tab

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

[illegible]

City of Ashland – Joint Review Board Minutes DRAFT

A meeting of the Ashland Plan Commission was held on **Tuesday, April 6, 2021 at 5:30 p.m.** via GoToMeeting.

Board Members Present: Mayor Debra Lewis (representing City of Ashland), Ann Bochler (representing Ashland School District), Sue Misun (representing Ashland County), Lori Laberee (representing WITC)

Board Members Absent: Matt Crowell (public member)

Staff Present: Megan McBride

Guest Presenters: Sean Lentz (Ehlers)

Agenda

1) Call to Order

Megan McBride opened the meeting at 5:30p.m.

2) Roll Call

Megan McBride called the roll, all taxing entities were represented.

3) Consideration and appointment and/or reaffirmation of the Joint Review Board's public member

Motion to appoint Matt Crowell as the public member by Lori Laberee, seconded by Ann Bochler. Passed unanimously.

4) Election and/or reaffirmation of Chairperson

Motion to nominate Debra Lewis as the Chairperson by Sue Misun, seconded by Ann Bochler. Passed unanimously.

5) Discuss responsibilities of the Joint Review Board

Sean Lentz reviewed the responsibilities of the Joint Review Board as it pertains to the agenda, explaining that Tax Incremental Financing (TIF) is a tool for Wisconsin communities to spur redevelopment in a targeted area. Funding for such activities is obtained by capturing new taxable value from projects as buildings are improved within the Tax Incremental District (TID).

6) Review and discuss Project Plan

Sean Lentz provided some context regarding the creation of TID #10, which is a Slum and Blight Elimination TID. He went through the attached slideshow to summarize proposed changes to the TID #10 Project Plan and boundary.

7) Set next meeting date

It was determined that the next meeting will take place on April 28, 2021 at 5:30pm via Go To Meetings.

8) Adjournment

Motion to adjourn by Ann Bochler. Seconded by Debra Lewis. Passed unanimously.
--

Meeting was adjourned at 6:00 pm. Minutes done by Megan McBride.



City of Ashland

Boundary and Project Plan Amendment of Tax Increment District (TID) No. 10

Joint Review Board and Plan Commission Meeting

April 6, 2021



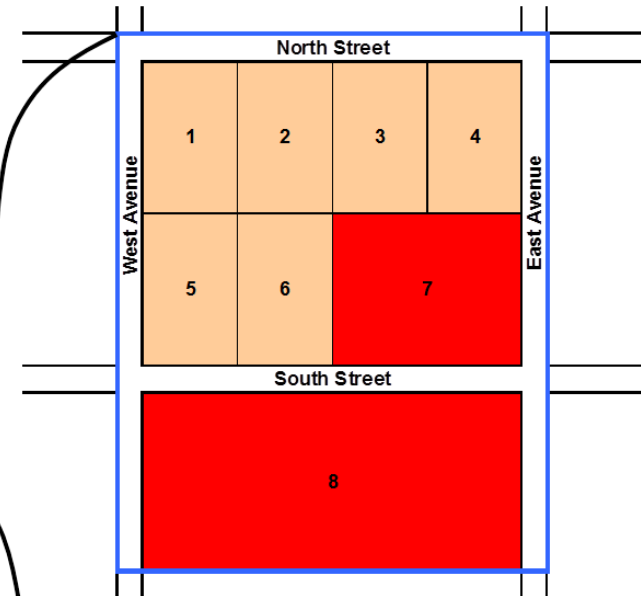
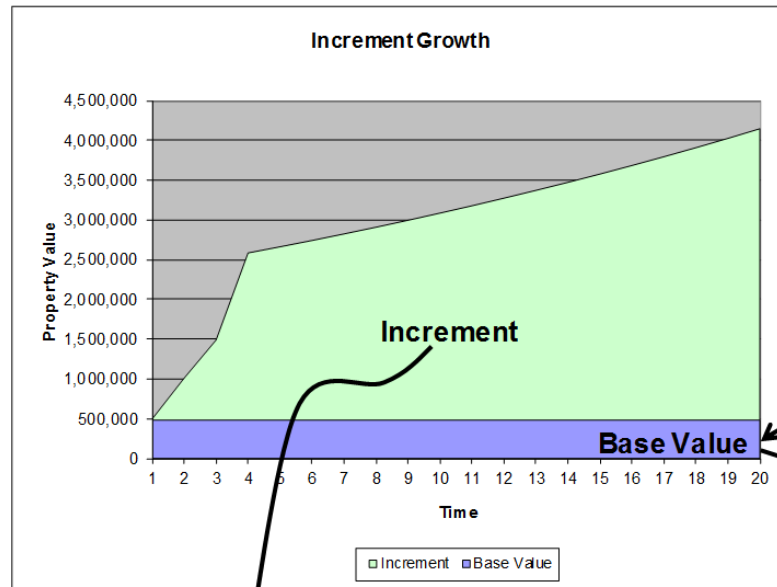
Tax Increment Financing

Tax Increment Financing captures new tax revenue from construction to create a funding source for incentives and infrastructure that can redevelop a downtown





How does TIF work?



	Mill Rate
TID	20.00
Total	20.00



The TID receives taxes on the increment value at the combined rate of all taxing entities

	Mill Rate
Local	6.50
County	4.00
School	7.50
VTAE	2.00
Total	20.00



All taxing jurisdictions continue to receive their share of the tax levy on the base value of the TID



TID No. 10 Amendment

- TID 10 is an existing blight district created in 2017.
 - ✓ Initial Cobblestone Hotel project has created a solid annual revenue stream for TID No. 10
- Proposed amendment will add territory to the existing TID 10 and add new projects including:
 - ✓ City directed Downtown building improvement grant program
 - ✓ Main Street West construction debt
 - ✓ Business plan Competitions
 - ✓ Development Incentives for:
 - 417 Main St.
 - 501 3rd St.
 - 509-515 Main St.
 - Potential future projects





TID No. 10:

Preliminary Development & Increment Assumptions

City of Ashland, Wisconsin

Tax Increment District #10

Tax Increment Projection Worksheet

Type of District

District Creation Date

Valuation Date

Max Life (Years)

Expenditure Period/Termination

Blighted Area

May 30, 2017

Jan 1,

2017

27

22

5/30/2039

Base Value

Appreciation Factor

Base Tax Rate

Rate Adjustment Factor

1,539,978

0.00%

\$25.09

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1 2017	-	2018	-	-	2019	\$25.09	0
2 2018	4,073,100	2019	-	4,073,100	2020	\$24.38	99,307
3 2019	(139,300)	2020	-	3,933,800	2021	\$25.09	98,711
4 2020	-	2021	-	3,933,800	2022	\$25.09	98,711
5 2021	500,000	2022	-	4,433,800	2023	\$25.09	111,257
6 2022	-	2023	-	4,433,800	2024	\$25.09	111,257
7 2023	400,000	2024	-	4,833,800	2025	\$25.09	121,294
8 2024	-	2025	-	4,833,800	2026	\$25.09	121,294
9 2025	-	2026	-	4,833,800	2027	\$25.09	121,294
10 2026	300,000	2027	-	5,133,800	2028	\$25.09	128,822
11 2027	-	2028	-	5,133,800	2029	\$25.09	128,822
12 2028	-	2029	-	5,133,800	2030	\$25.09	128,822
13 2029	300,000	2030	-	5,433,800	2031	\$25.09	136,350
14 2030	-	2031	-	5,433,800	2032	\$25.09	136,350
15 2031	-	2032	-	5,433,800	2033	\$25.09	136,350
16 2032	-	2033	-	5,433,800	2034	\$25.09	136,350
17 2033	-	2034	-	5,433,800	2035	\$25.09	136,350
18 2034	-	2035	-	5,433,800	2036	\$25.09	136,350
19 2035	-	2036	-	5,433,800	2037	\$25.09	136,350
20 2036	-	2037	-	5,433,800	2038	\$25.09	136,350
21 2037	-	2038	-	5,433,800	2039	\$25.09	136,350
22 2038	-	2039	-	5,433,800	2040	\$25.09	136,350
23 2039	-	2040	-	5,433,800	2041	\$25.09	136,350
24 2040	-	2041	-	5,433,800	2042	\$25.09	136,350
25 2041	-	2042	-	5,433,800	2043	\$25.09	136,350
26 2042	-	2043	-	5,433,800	2044	\$25.09	136,350
27 2043	-	2044	-	5,433,800	2045	\$25.09	136,350
Totals	5,433,800		0		Future Value of Increment		3,314,845

- Future redevelopment in the downtown area expected to generate \$1,500,000 in new taxable value.
- Total tax increment revenue is projected to be approximately \$3.3 million through the life of the TID.
- No inflation on the base or increment values is projected.



TID No. 10: Preliminary Cash Flow

City of Ashland, Wisconsin

Tax Increment District #10

Cash Flow Projection

Year	Projected Revenues			Expenditures												Balances					Year				
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	State Trust Fund Loan 550,000			State Trust Fund Loan 357,500			State Trust Fund Loan 75,000			G.O. Bond 1,000,000			Business Plan Competition	Other Development Incentives	Admin.	Total Expenditures	Advances from General Fund					
				Dated Date: Principal	Est. Rate 09/05/18	Interest	Dated Date: Principal	Est. Rate 06/01/21	Interest	Dated Date: Principal	Est. Rate 06/01/21	Interest	Dated Date: Principal	Est. Rate 06/01/28	Interest					Cap. Int.		Annual	3%	Cumulative	Principal Outstanding
2017			0															0	0	0	2,385,000	2017			
2018			0															0	0	0	2,385,000	2018			
2019		0	0															0	0	(9,634)	2,385,000	2019			
2020	99,307		99,307	41,900	4.00%	33,573											5,000	80,473	18,835	(289)	8,912	2,343,100	2020		
2021	98,711		98,711	55,149	4.00%	20,324											15,000	90,473	8,238	-	17,150	2,287,952	2021		
2022	98,711		98,711	57,354	4.00%	18,118	14,851	4.00%	11,244	6,586	4.00%	2,280					5,000	115,434	(16,723)	-	427	2,209,160	2022		
2023	111,257		111,257	59,649	4.00%	15,824	12,389	4.00%	13,706	6,230	4.00%	2,637					5,000	115,434	(4,177)	-	(3,750)	2,130,892	2023		
2024	111,257		111,257	61,998	4.00%	13,475	12,849	4.00%	13,247	6,472	4.00%	2,394				10,000	5,000	125,434	(14,177)	(112)	(18,039)	2,039,574	2024		
2025	121,294		121,294	64,515	4.00%	10,958	13,399	4.00%	12,696	6,738	4.00%	2,128					10,000	5,000	(4,140)	(541)	(22,720)	1,944,923	2025		
2026	121,294		121,294	67,095	4.00%	8,377	13,935	4.00%	12,160	7,007	4.00%	1,859					10,000	5,000	(4,140)	(682)	(27,541)	1,846,886	2026		
2027	121,294		121,294	69,779	4.00%	5,694	14,492	4.00%	11,603	7,287	4.00%	1,579					10,000	10,000	5,000	(4,140)	(826)	(32,507)	1,745,327	2027	
2028	128,822		128,822	72,562	4.00%	2,910	15,042	4.00%	11,054	7,575	4.00%	1,291					10,000	10,000	5,000	(6,612)	(975)	(40,094)	1,630,148	2028	
2029	128,822		128,822				15,673	4.00%	10,422	7,882	4.00%	984	10,000	3.00%	48,225	(13,907)		10,000	5,000		(1,203)	(6,754)	1,586,593	2029	
2030	128,822		128,822				16,300	4.00%	9,795	8,197	4.00%	669	40,000	3.00%	31,350			15,000	5,000	2,511	(203)	(4,446)	1,507,095	2030	
2031	136,350		136,350				16,952	4.00%	9,143	8,525	4.00%	341	45,000	3.00%	30,075			15,000	5,000	6,314	(133)	1,735	1,421,617	2031	
2032	136,350		136,350				17,607	4.00%	8,488				50,000	3.00%	28,650			15,000	5,000	124,745	11,605	-	13,340	1,339,010	2032
2033	136,350		136,350				18,335	4.00%	7,760				55,000	3.00%	27,075			15,000	5,000	138,170	(1,820)	-	11,520	1,240,675	2033
2034	136,350		136,350				19,068	4.00%	7,027				45,000	3.00%	25,575			15,000	5,000	116,670	19,680	-	31,200	1,161,607	2034
2035	136,350		136,350				19,831	4.00%	6,264				55,000	3.00%	24,075			15,000	5,000	125,170	11,180	-	42,379	1,071,776	2035
2036	136,350		136,350				20,609	4.00%	5,486				60,000	3.00%	22,350			15,000	5,000	128,445	7,905	-	50,284	976,167	2036
2037	136,350		136,350				21,449	4.00%	4,647				60,000	3.00%	20,550			15,000	5,000	126,645	9,705	-	59,989	879,718	2037
2038	136,350		136,350				22,307	4.00%	3,789				60,000	3.00%	18,750			15,000	5,000	124,845	11,505	-	71,494	782,412	2038
2039	136,350		136,350				23,199	4.00%	2,896				65,000	3.00%	16,875			15,000	5,000	127,970	8,380	-	79,874	679,213	2039
2040	136,350		136,350				24,121	4.00%	1,974				65,000	3.00%	14,925			20,000	5,000	131,020	5,330	-	85,204	570,092	2040
2041	136,350		136,350				25,092	4.00%	1,004				65,000	3.00%	12,975			20,000	5,000	129,070	7,280	-	92,484	460,000	2041
2042	136,350		136,350										95,000	3.00%	10,575			20,000	5,000	130,575	5,775	-	98,259	345,000	2042
2043	136,350		136,350										95,000	3.00%	7,725			20,000	5,000	127,725	8,625	-	106,884	230,000	2043
2044	136,350		136,350										100,000	3.00%	4,800			20,000	5,000	129,800	6,550	-	113,434	110,000	2044
2045	136,350		136,350										110,000	3.00%	1,650				5,000	116,650	19,700	-	133,134	0	2045
Total	3,314,845	0	3,314,845	550,000		129,253	357,500		164,405	72,500		16,162	1,075,000		346,200	(13,907)	30,000	300,000	140,000	3,167,112				Total	

- Preliminary finance plan - Development incentives to be funded with State Trust Fund Loans.
- Main Street West construction (TID 10 portion) debt to be funded with G.O. Bond.
- Business Plan Competitions and Other Development Incentives to be funded with pay-as-you-go contributions.
- All TID No. 10 projects will need Council approval before incurring the actual expenses.



Preliminary Timeline

- April 6, 2021
 1. Initial Joint Review Board Meeting
 2. Planning Commission Public Hearing
 3. Approval of Resolution recommending the amended TID No. 10 Project Plan
- April 13, 2021 – **City Council meeting** with approval of TID No. 10 Project Plan Amendment
- TBD - Joint Review Board reconvenes to vote on Project Plan Amendment



Questions?

Sean Lentz

Senior Municipal Advisor

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(651) 697-8509

Josh Low

Financial Specialist

jlow@ehlers-inc.com

(651) 697-8596

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, April 6, 2021 at 6:30 p.m.** via GoToMeeting.

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

Committee Members Absent: N/A

Staff Present: Megan McBride

Guest Presenters: Sean Lentz

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

Agenda

1) Approval of Agenda

Motion to approve the agenda by Ana Tochterman, seconded by Laurie Gregor. Passed unanimously.

2) Consent Agenda

Motion to approve minutes from the February 16, 2021 and March 16, 2021 Plan Commission meetings by Ana Tochterman, seconded by David Mettill. Passed unanimously.

3) Public Comment (non-agenda items)

Kevin Porter spoke in support of the proposed TID #10 amendments, and said he is very excited to see these downtown development resources come together.

4) Action Items

- a) Public Hearing regarding the proposed amendment of boundaries and project plan for Tax Incremental District No. 10 (See the Public Hearing Notice which was published on March 30, 2021)

Motion to go into Public Hearing by David Mettill, seconded by Laurie Gregor. Passed unanimously.

Megan McBride summarized the public hearing notice which was posted in the newspaper on March 30, 2021, and also at City Hall, the Vaughn Public Library, Ashland County Courthouse. It was mailed to all properties proposed for inclusion in the TID #10 boundary.

Mayor Lewis stated that she had been contacted by Bobbi Baron-Smith, the daughter of the current owner of 501 3rd Street West. She had questions regarding how the inclusion of this property within the TID boundary would impact the property.

Megan McBride said that she was also contacted by somebody prior to the meeting, which was Darren Smith, husband of Bobbi Baron-Smith who contacted the Mayor. Mr. Smith also had questions regarding the impacts of inclusion in the district, and McBride explained that it would not impact their property taxes but would make the property more eligible for redevelopment incentives.

Sean Lentz provided some context regarding the creation of TID #10, which is a Slum and Blight Elimination TID. He went through the attached slideshow to summarize the proposed changes to the TID #10 Project Plan and boundary. He also highlighted the importance of ongoing oversight of the TID revenue and expenses to ensure that financially responsible decisions continue to be made for each project. He emphasized that approval of the proposed boundary and Project Plan amendments would not authorize any borrowing or spending on its own, as all individual projects would still need to come back to City Council for approval.

Motion to go out of Public Hearing by David Mettelle, seconded by Laurie Gregor. Passed unanimously.

- b) Consideration and possible action on “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 10, City of Ashland, Wisconsin”

Motion to recommend approval of proposed Resolution to amend the boundaries and Project Plan for Tax Incremental District No. 10 by Mayor Lewis, seconded by David Mettelle.

Laurie Gregor asked what the downsides of the proposed changes would be.

Megan McBride explained that the biggest concern she typically hears is around property taxes, with concern from property owners that inclusion in the TID will increase their taxes, or concern that including additional parcels in the TID will negatively impact the taxing jurisdictions (City of Ashland, Ashland County, Ashland School District, and Wisconsin Indianhead Technical College). She explained that property owners will continue to pay property taxes at the same rate as properties located outside of the TID, and that current property tax values are frozen when properties are included in the TID so there is also no negative financial impact for taxing jurisdictions.

Sean Lentz agreed, and said that he typically sees more opposition involving green sites where there would be new construction that is not constrained by any outside development factors. He explained that downtown and particularly Slum and Blight elimination TID’s typically need more assistance, so the types of programs identified in the proposed Project Plan are in line with this intent.

John Beirl said that he is opposed to the proposed extension of the TID boundary, which he feels is random and seems like a type of gerrymandering which could raise suspicions of favoritism. He also said he does not support the proposed Project Plan as he felt he did not have sufficient information, because the values for anticipated future development seem arbitrary.

Mayor Lewis explained that the proposed amendments are not meant to be specific or all-encompassing, but to identify projects as we currently anticipate them and set this up as a development tool with the best information we have at this time. She reminded the Commission that each individual project will need to be reviewed and approved by Council.

John Beirl said that when TID #10 was created, it was in conjunction with a very specific project plan for the Cobblestone Hotel. He would be more likely to support this type of project-specific amendment than the proposed Project Plan amendments which rely on estimates for anticipated future tax increment.

Katie Gellatly asked why the specific boundary was identified.

Megan McBride explained that the additional parcels recommended for inclusion in the district have been strategically identified based on anticipated development projects and associated tax increment to be generated in the next three to five years.

Sean Lentz agreed, and added that there is a balance between strategically adding additional parcels to the district and not adding so many or such a broad area that it would no longer meet the Equalized Value and Blight tests that are required for Slum and Blight Elimination TID's.

Motion to approve proposed Resolution to amend the boundaries and Project Plan for Tax Incremental District No. 10 passed with a 5-2 vote, Beirl and Mackenzie opposed.

- c) Review and recommendation to City Council regarding a Development Agreement with El Tarasco, LLC for redevelopment of the northern portion of the City-owned former Timeless Timber Site

Matt Mackenzie expressed his support for the project.

John Beirl asked if supporting documentation such as proof of financing commitment for the updated project costs and a full business plan and pro forma will be required from the developer.

Megan McBride explained that these types of items will be listed as conditions of approval of the Development Agreement.

Ana Tochtermann recommended including specific language requiring that green infrastructure be incorporated within the site.

Megan McBride said she would share this input with the City Attorney for inclusion in the final Development Agreement draft which will go to City Council on April 20, 2021.

Motion to recommend approval of Development Agreement with El Tarasco, LLC for redevelopment of the northern portion of the City-owned former Timeless Timber site by Ana Tochtermann, seconded by David Mettillie. Passed unanimously.

5) Announcements/Reports/Comments/Questions

Matt Mackenzie announced that it would be his last Plan Commission meeting since he will no longer be on City Council. The Mayor thanked him for his service to the Commission.

6) Adjournment

Motion to adjourn by Matt Mackenzie. Seconded by Ana Tochtermann. Passed unanimously.

Meeting was adjourned at 8:00 pm. Minutes done by Megan McBride.



City of Ashland

Boundary and Project Plan Amendment of Tax Increment District (TID) No. 10

Joint Review Board and Plan Commission Meeting

April 6, 2021



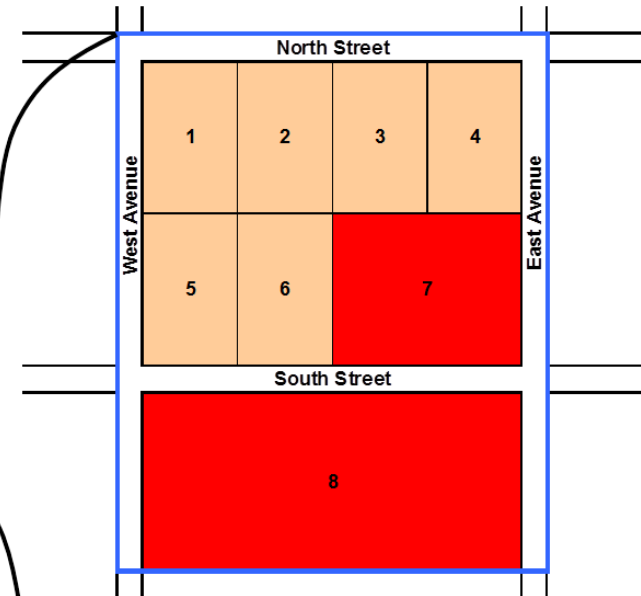
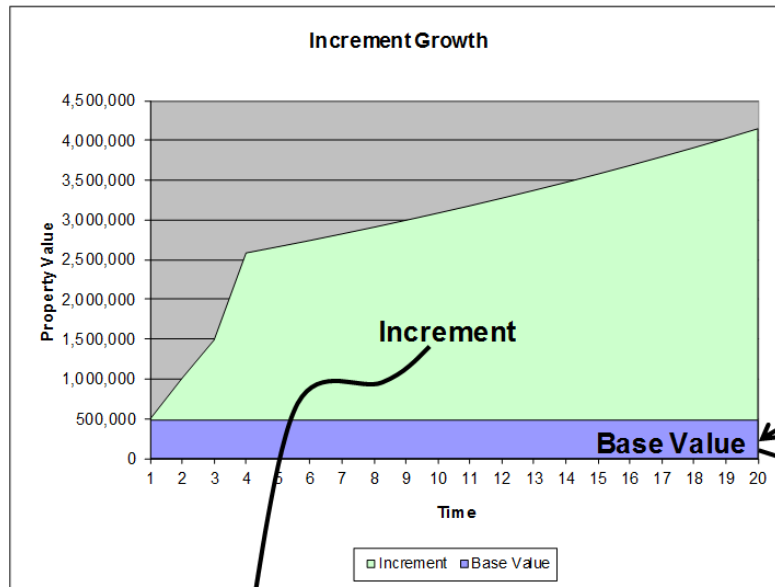
Tax Increment Financing

Tax Increment Financing captures new tax revenue from construction to create a funding source for incentives and infrastructure that can redevelop a downtown





How does TIF work?



	Mill Rate
TID	20.00
Total	20.00



The TID receives taxes on the increment value at the combined rate of all taxing entities

	Mill Rate
Local	6.50
County	4.00
School	7.50
VTAE	2.00
Total	20.00



All taxing jurisdictions continue to receive their share of the tax levy on the base value of the TID



TID No. 10 Amendment

- TID 10 is an existing blight district created in 2017.
 - ✓ Initial Cobblestone Hotel project has created a solid annual revenue stream for TID No. 10
- Proposed amendment will add territory to the existing TID 10 and add new projects including:
 - ✓ City directed Downtown building improvement grant program
 - ✓ Main Street West construction debt
 - ✓ Business plan Competitions
 - ✓ Development Incentives for:
 - 417 Main St.
 - 501 3rd St.
 - 509-515 Main St.
 - Potential future projects





TID No. 10:

Preliminary Development & Increment Assumptions

City of Ashland, Wisconsin

Tax Increment District #10

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	1,539,978
District Creation Date	May 30, 2017	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2017	Base Tax Rate	\$25.09
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Period/Termination	22 5/30/2039		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1 2017	-	2018	-	-	2019	\$25.09	0
2 2018	4,073,100	2019	-	4,073,100	2020	\$24.38	99,307
3 2019	(139,300)	2020	-	3,933,800	2021	\$25.09	98,711
4 2020	-	2021	-	3,933,800	2022	\$25.09	98,711
5 2021	500,000	2022	-	4,433,800	2023	\$25.09	111,257
6 2022	-	2023	-	4,433,800	2024	\$25.09	111,257
7 2023	400,000	2024	-	4,833,800	2025	\$25.09	121,294
8 2024	-	2025	-	4,833,800	2026	\$25.09	121,294
9 2025	-	2026	-	4,833,800	2027	\$25.09	121,294
10 2026	300,000	2027	-	5,133,800	2028	\$25.09	128,822
11 2027	-	2028	-	5,133,800	2029	\$25.09	128,822
12 2028	-	2029	-	5,133,800	2030	\$25.09	128,822
13 2029	300,000	2030	-	5,433,800	2031	\$25.09	136,350
14 2030	-	2031	-	5,433,800	2032	\$25.09	136,350
15 2031	-	2032	-	5,433,800	2033	\$25.09	136,350
16 2032	-	2033	-	5,433,800	2034	\$25.09	136,350
17 2033	-	2034	-	5,433,800	2035	\$25.09	136,350
18 2034	-	2035	-	5,433,800	2036	\$25.09	136,350
19 2035	-	2036	-	5,433,800	2037	\$25.09	136,350
20 2036	-	2037	-	5,433,800	2038	\$25.09	136,350
21 2037	-	2038	-	5,433,800	2039	\$25.09	136,350
22 2038	-	2039	-	5,433,800	2040	\$25.09	136,350
23 2039	-	2040	-	5,433,800	2041	\$25.09	136,350
24 2040	-	2041	-	5,433,800	2042	\$25.09	136,350
25 2041	-	2042	-	5,433,800	2043	\$25.09	136,350
26 2042	-	2043	-	5,433,800	2044	\$25.09	136,350
27 2043	-	2044	-	5,433,800	2045	\$25.09	136,350
Totals	5,433,800		0		Future Value of Increment		3,314,845

- Future redevelopment in the downtown area expected to generate \$1,500,000 in new taxable value.
- Total tax increment revenue is projected to be approximately \$3.3 million through the life of the TID.
- No inflation on the base or increment values is projected.



TID No. 10: Preliminary Cash Flow

City of Ashland, Wisconsin

Tax Increment District #10

Cash Flow Projection

Year	Projected Revenues			Expenditures												Balances					Year				
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	State Trust Fund Loan 550,000			State Trust Fund Loan 357,500			State Trust Fund Loan 75,000			G.O. Bond 1,000,000			Business Plan Competition	Other Development Incentives	Admin.	Total Expenditures	Advances from General Fund					
				Dated Date: Principal	Est. Rate 09/05/18	Interest	Dated Date: Principal	Est. Rate 06/01/21	Interest	Dated Date: Principal	Est. Rate 06/01/21	Interest	Dated Date: Principal	Est. Rate 06/01/28	Interest					Cap. Int.		Annual	3%	Cumulative	Principal Outstanding
2017			0															0	0	0	2,385,000	2017			
2018			0															0	0	0	2,385,000	2018			
2019		0	0															0	0	(9,634)	2,385,000	2019			
2020	99,307		99,307	41,900	4.00%	33,573											5,000	80,473	18,835	(289)	8,912	2,343,100	2020		
2021	98,711		98,711	55,149	4.00%	20,324											15,000	90,473	8,238	-	17,150	2,287,952	2021		
2022	98,711		98,711	57,354	4.00%	18,118	14,851	4.00%	11,244	6,586	4.00%	2,280					5,000	115,434	(16,723)	-	427	2,209,160	2022		
2023	111,257		111,257	59,649	4.00%	15,824	12,389	4.00%	13,706	6,230	4.00%	2,637					5,000	115,434	(4,177)	-	(3,750)	2,130,892	2023		
2024	111,257		111,257	61,998	4.00%	13,475	12,849	4.00%	13,247	6,472	4.00%	2,394				10,000	5,000	125,434	(14,177)	(112)	(18,039)	2,039,574	2024		
2025	121,294		121,294	64,515	4.00%	10,958	13,399	4.00%	12,696	6,738	4.00%	2,128					10,000	5,000	(4,140)	(541)	(22,720)	1,944,923	2025		
2026	121,294		121,294	67,095	4.00%	8,377	13,935	4.00%	12,160	7,007	4.00%	1,859					10,000	5,000	(4,140)	(682)	(27,541)	1,846,886	2026		
2027	121,294		121,294	69,779	4.00%	5,694	14,492	4.00%	11,603	7,287	4.00%	1,579					10,000	10,000	5,000	(4,140)	(826)	(32,507)	1,745,327	2027	
2028	128,822		128,822	72,562	4.00%	2,910	15,042	4.00%	11,054	7,575	4.00%	1,291					10,000	10,000	5,000	(6,612)	(975)	(40,094)	1,630,148	2028	
2029	128,822		128,822				15,673	4.00%	10,422	7,882	4.00%	984	10,000	3.00%	48,225	(13,907)		10,000	5,000		(1,203)	(6,754)	1,586,593	2029	
2030	128,822		128,822				16,300	4.00%	9,795	8,197	4.00%	669	40,000	3.00%	31,350			15,000	5,000	2,511	(203)	(4,446)	1,507,095	2030	
2031	136,350		136,350				16,952	4.00%	9,143	8,525	4.00%	341	45,000	3.00%	30,075			15,000	5,000	6,314	(133)	1,735	1,421,617	2031	
2032	136,350		136,350				17,607	4.00%	8,488				50,000	3.00%	28,650			15,000	5,000	124,745	11,605	-	13,340	1,339,010	2032
2033	136,350		136,350				18,335	4.00%	7,760				55,000	3.00%	27,075			15,000	5,000	138,170	(1,820)	-	11,520	1,240,675	2033
2034	136,350		136,350				19,068	4.00%	7,027				45,000	3.00%	25,575			15,000	5,000	116,670	19,680	-	31,200	1,161,607	2034
2035	136,350		136,350				19,831	4.00%	6,264				55,000	3.00%	24,075			15,000	5,000	125,170	11,180	-	42,379	1,071,776	2035
2036	136,350		136,350				20,609	4.00%	5,486				60,000	3.00%	22,350			15,000	5,000	128,445	7,905	-	50,284	976,167	2036
2037	136,350		136,350				21,449	4.00%	4,647				60,000	3.00%	20,550			15,000	5,000	126,645	9,705	-	59,989	879,718	2037
2038	136,350		136,350				22,307	4.00%	3,789				60,000	3.00%	18,750			15,000	5,000	124,845	11,505	-	71,494	782,412	2038
2039	136,350		136,350				23,199	4.00%	2,896				65,000	3.00%	16,875			15,000	5,000	127,970	8,380	-	79,874	679,213	2039
2040	136,350		136,350				24,121	4.00%	1,974				65,000	3.00%	14,925			20,000	5,000	131,020	5,330	-	85,204	570,092	2040
2041	136,350		136,350				25,092	4.00%	1,004				65,000	3.00%	12,975			20,000	5,000	129,070	7,280	-	92,484	460,000	2041
2042	136,350		136,350										95,000	3.00%	10,575			20,000	5,000	130,575	5,775	-	98,259	345,000	2042
2043	136,350		136,350										95,000	3.00%	7,725			20,000	5,000	127,725	8,625	-	106,884	230,000	2043
2044	136,350		136,350										100,000	3.00%	4,800			20,000	5,000	129,800	6,550	-	113,434	110,000	2044
2045	136,350		136,350										110,000	3.00%	1,650				5,000	116,650	19,700	-	133,134	0	2045
Total	3,314,845	0	3,314,845	550,000		129,253	357,500		164,405	72,500		16,162	1,075,000		346,200	(13,907)	30,000	300,000	140,000	3,167,112				Total	

- Preliminary finance plan - Development incentives to be funded with State Trust Fund Loans.
- Main Street West construction (TID 10 portion) debt to be funded with G.O. Bond.
- Business Plan Competitions and Other Development Incentives to be funded with pay-as-you-go contributions.
- All TID No. 10 projects will need Council approval before incurring the actual expenses.



Preliminary Timeline

- April 6, 2021
 1. Initial Joint Review Board Meeting
 2. Planning Commission Public Hearing
 3. Approval of Resolution recommending the amended TID No. 10 Project Plan
- April 13, 2021 – **City Council meeting** with approval of TID No. 10 Project Plan Amendment
- TBD - Joint Review Board reconvenes to vote on Project Plan Amendment



Questions?

Sean Lentz

Senior Municipal Advisor

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Josh Low

Financial Specialist

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(651) 697-8596

SUBJECT: Approve a Development Agreement with El Tarasco, LLC for Commercial Redevelopment of the Timeless Timber Site (*Planning*) Roll

RECOMMENDATION: Approve Development Agreement if ready; otherwise schedule special meeting for further consideration or authorize Mayor to conclude negotiations.

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning & Development Department
City Attorney
Plan Commission (unanimously recommended at their April 6, 2021 meeting)

EXHIBITS:	<table border="1"> <tr> <td data-bbox="678 779 760 825">1.</td><td data-bbox="760 779 1529 825">Exhibit 1 - Site Map</td></tr> <tr> <td data-bbox="678 825 760 905">2.</td><td data-bbox="760 825 1529 905">Excerpt from Development Agreement with Kwik Trip East, February 15, 2017</td></tr> <tr> <td data-bbox="678 905 760 976">3.</td><td data-bbox="760 905 1529 976">DRAFT El Tarasco LLC Development Agreement 2021 - MTL edits 4.16.21</td></tr> </table>	1.	Exhibit 1 - Site Map	2.	Excerpt from Development Agreement with Kwik Trip East, February 15, 2017	3.	DRAFT El Tarasco LLC Development Agreement 2021 - MTL edits 4.16.21
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3.	DRAFT El Tarasco LLC Development Agreement 2021 - MTL edits 4.16.21						

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 14, 2021 that El Tarasco, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed Development Agreement for construction of a new restaurant on the northern commercial portion of the Timeless Timber site conforms to the goals and principles of the Comprehensive Plan. The Comprehensive Plan recommends careful disposition of City-owned land for uses that further community goals, and future land use recommendations along this commercial corridor prioritize ones which will appeal to local residents and tourists, aesthetically enhance this highly visible corridor, and be compatible with existing and anticipated uses. The proposed restaurant features outdoor seating to complement its proximity to the Lake, will include private party areas to appeal to families, and will be architecturally interesting to visually enhance this site and US Highway 2 views.

SUMMARY STATEMENT:

The proposed Development Agreement for commercial redevelopment of the northern portion of the Timeless Timber site has been drafted by the City Attorney and Planning and Development Director, and has incorporated input provided by the City Council, Plan Commission, surrounding property owners and the broader community. Key elements of the Development Agreement have been thematically broken down and summarized below, along with an overview of the approval and review process that has led to the proposed Agreement.

Transfer Timelines

The timeline for legal transfer of the property to the developer is largely based on requirements tied to the Idle Sites grant which the City will apply for on behalf of the developer. Idle Sites grant funding is specifically for formerly industrial sites over 5 acres in size, and the identified commercial redevelopment area is approximately 4.5 acres. Therefore, in order to support on-site commercial infrastructure costs and leverage shared stormwater infrastructure between the commercial and residential developments where possible, the City must retain ownership of the site during construction of eligible infrastructure expenses (water, sanitary sewer, storm sewer, sidewalks, driveways). Upon completion of these eligible construction activities, the site shall be subdivided with the northern ~4.5 acres (as identified in the Request for Proposals) transferring to the commercial developer.

Transfer Price

The land is recommended to be transferred to the developer at no cost for the following reasons:

- 1) The overall development costs for the restaurant have approximately doubled since the initial proposal submission as site planning progresses, which will ultimately increase the taxable value of the property and also put additional cost burden on the developer overall;
- 2) The developer will be responsible for construction costs associated with extending the center turn lane on U.S. Highway 2, an expenditure anticipated to cost at least \$50,000- 100,000 (pending final design);
- 3) A cost sharing arrangement was established between the City and Kwik Trip to offset infrastructure costs (excerpt from Development Agreement attached), whereas it would be in the best interest of the distressed TID #9 to leverage City-owned land as the incentive for this project to be more consistent with past development incentives without putting additional financial burden on the TID; and
- 4) Council directed staff to pursue receiving some amount of compensation for the land, as long as it would not compromise the ability for the project to move forwards. Given the significant increase in other on- and off-site costs, adding cost for the land would be to the detriment of the overall project.

Future Development Area

Exhibit 1 identifies a "Future Development Area" on the southern portion of the commercial redevelopment site. Based on the size demands for the approved restaurant, there would be sufficient space for a future commercial development to occur. Therefore, the developer will be required to submit plans for this future commercial development within 3 years, and complete construction of this additional commercial development within 5 years of approval of the Development Agreement.

Summary of Committee and Council Review To Date:

October 27, 2020: City Council voted to accept the commercial proposal from El Tarasco, LLC for redevelopment of the northern portion of the Timeless Timber site contingent upon public input and successful Development Agreement negotiations.

February 16, 2021: Plan Commission reviewed public input received for the commercial redevelopment plans, and unanimously recommended that the City move forward with negotiations for a Development Agreement.

February 23, 2021: Committee of the Whole discussed public input received on proposed development, and directed Planning and Development Director to pursue negotiations with El Tarasco, LLC for commercial redevelopment of the site.

April 6, 2021: Plan Commission reviewed and unanimously recommended Council approval of the proposed Development Agreement.

As the Proposed Development Agreement was not available at the time of the agenda packet preparation, it will be made available before the meeting.

Exhibit 1



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 15th day of February, 2017, at Ashland, Wisconsin, by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, Wisconsin, 54806 ("City") and Kwik Trip, Inc., a Wisconsin corporation, 1626 Oak Street, La Crosse, Wisconsin, 54603 ("Kwik Trip").

RECITALS

WHEREAS, the City and Kwik Trip have entered into a contract for the sale from the City to Kwik Trip of a parcel at 2200 Lakeshore Drive East; more specifically shown and described as Lot 1 in Exhibit 1 attached hereto, to be recorded as a Certified Survey Map amending CSM 660, recorded at the Office of the Ashland County Register of Deeds as Document No. 339065 in Volume 4, Certified Survey Maps, Pages 207-209 ("Kwik Trip Parcel"); and

WHEREAS, it is to the mutual benefit of the parties that 23rd Avenue East be opened, immediately to the west of and along the entire west side of the parcel to be acquired by Kwik Trip, as shown in Exhibit 1; and

WHEREAS, Kwik Trip has been required by the Wisconsin Department of Transportation (WisDOT) to construct a center turn lane on Lakeshore Drive to allow west-bound traffic to safely turn into Kwik Trip's parcel; and

WHEREAS, the construction of the turn lane will entail the widening of the pavement on the south side of Lakeshore Drive; and

WHEREAS, this project presents an opportune time for the City to improve its water main on the south side of Lakeshore Drive; and

WHEREAS, WisDOT is also requiring that the Lakeshore Drive crossing of the City's walking/biking trail be relocated east of its present location to increase its separation from traffic entering and exiting Kwik Trip;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the partners agree as follows:

A. Twenty-Third Avenue East

1. Construction. The parties agree that 23rd Avenue East (the "Street") will be constructed in the location, and for the length and width, as shown on Exhibit 1. Such construction shall include the installation of a water main the full length of the property with a hydrant on the south end. An underground electrical line with two street light foundations (to

Kwik Trip/City of Ashland
2/14/2017

1

accommodate two light poles to be provided by the City at its expense) in the right-of-way will be included within the Street project. The construction of the Street and water main shall be performed by the City's contractor or contractors.

2. Design. Kwik Trip has designed the Street in a manner consistent with specifications provided by the City, as set out on attached Exhibit 2 ("23rd Avenue Plan"). The 23rd Avenue Plan has been approved by the City. The City shall design the water main.

3. WisDOT permits. The City shall apply for and obtain all required Wis DOT permits for the connection of the Street to Lakeshore Drive.

4. Shared Costs. The City and Kwik Trip agree to share the costs of the design and construction of the Street and watermain equally, provided that Kwik Trip's cost shall not exceed two hundred thousand dollars (\$200,000).

5. Advance and reimbursement of costs. Kwik Trip shall advance 100% of the costs of design and construction of the Street, as provided in Section A(7) below. No later than December 31, 2020, the City shall reimburse to Kwik Trip the City's share of the costs of design and construction plus interest in the amount of 3.875% per annum. Interest shall accrue on one-half of each advance from the date of the advance.

6. Specifications and Bids. The City shall provide to Kwik Trip for review and approval (which approval shall not be unreasonably withheld) all specifications for the Street project and water main project, and shall also provide all bids for the Street and water main projects to Kwik Trip for review.

7. Progress payments. Upon receipt by the City of its contractor's second progress payment request, and upon final completion, the City shall provide Kwik Trip with an invoice for the City's actual expenditures, including all pending progress payment requests. The City shall not issue invoices for and Kwik Trip shall have no obligation to pay any amounts that exceed the City's actual substantiated out-of-pocket expenses or that are not consistent with the contract documents between the city and its contractor or with any change orders that have been approved by both the City and Kwik Trip, which approval by Kwik Trip shall not be unreasonably withheld. Kwik Trip shall pay in full all invoices submitted to it by the City for obligations incurred by the City under this section within sixty (60) days after receipt of such invoices.

B. Lakeshore Drive

1. Turn lane design and construction. Kwik Trip shall design and construct at its sole cost the Lakeshore Drive turn lane, including the widening by fifteen feet of the paved portion of the southern edge of Lakeshore Drive as required by the installation of the turn lane.

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2. Water main design and construction. The City shall design and construct the Lakeshore Drive water main improvement at its sole cost.

3. WisDOT permits. Kwik Trip shall apply for and obtain all required WisDOT permits for its work on the Lakeshore Drive right-of-way. The City shall apply for and obtain all required WisDOT permits for its work on the Lakeshore Drive right-of-way.

4. Construction coordination. Kwik Trip and the City shall coordinate their construction schedules so as to most efficiently complete these two projects. The parties agree to complete construction on their respective projects no later than August 25, 2017, weather, force majeure, and other circumstances beyond the parties' control excepted.

C. City Walking/Biking Trail

1. Design and construction. Kwik Trip, at its sole cost, shall design and construct, pursuant to City specification, the relocated walking/biking trail (the "trail"). The current trail along 24th Avenue East shall be extended directly across Lakeshore Drive and shall then be extended along the north side of Lakeshore Drive to connect to the current trail. The trail shall be 8 feet wide and of asphalt construction and suitable base approved by the City. The design shall, within the limits set by property and right-of-way lines, maximize curves at both ends of the north side extension, so as to facilitate turns at the corners by bicyclists. Kwik Trip will provide all cross walk markings required by WisDot and/or the City.

2. City approval. Kwik Trip's design shall be subject to City approval, which approval shall not be unreasonably withheld.

D. Plans and Permits

1. Approval of plans and specifications. Except as provided herein, Kwik Trip shall submit all information, drawings, elevations, plans, specifications, and other documents and information, and all other matters required by the City for approval of the plans and specifications for the projects described in Sections A, B, and C of this Agreement (the "projects") in accordance with the normal practices and procedures of the City. The City acknowledges that Kwik Trip requires permits and approvals for the project from the City no later than March 10, 2017. Kwik Trip acknowledges that in order for the City to meet this deadline, Kwik Trip will need to submit the required completed application(s) no later than March 3, 2017. Kwik Trip agrees to pay all standard development, license, permit, and other fees for the improvements as provided for in the City's Comprehensive Fee schedule and as required by the State of Wisconsin, and will not seek reimbursement from the City for the cost thereof, except as may otherwise be specifically provided herein.

2. Compliance with codes, plans and specifications. All construction shall be in compliance with: (a) all applicable municipal ordinances of the City; (b) all other applicable

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, at Ashland, Wisconsin, by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, Wisconsin, 54806 ("City") and El Tarasco, LLC, 819 MacArthur Avenue, Ashland, Wisconsin, 54806 ("Developer").

RECITALS

WHEREAS, the City and El Tarasco, LLC have entered into a contract for the transfer from the City to El Tarasco, LLC of a portion of the land parcel located at 2200 Lakeshore Drive East; more specifically shown and described as Lot 1 in Exhibit 1 attached hereto, to be recorded as a Certified Survey Map at the Office of the Ashland County Register of Deeds as described in this Agreement; and

WHEREAS, Ashland City Council, after considering public input, directed staff to pursue negotiations with the Developer at their February 23, 2021 Committee of the Whole meeting;

WHEREAS, it is to the mutual benefit of the parties that safe access be established by extending the existing center turn lane to 23rd Avenue East, as shown in Exhibit 1; and

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the partners agree as follows:

A. Transfer of Property

1. **Transfer Price.** The land identified as Lot 1 in Exhibit 1, valued at \$331,000 through an appraisal completed in 2019, shall be transferred to the Developer for \$0 as the primary development incentive for this project.
2. **Idle Sites Grant.** The City shall prepare and submit an Idle Sites grant application to Wisconsin Economic Development Corporation on behalf of the Developer to assist with infrastructure costs. The Resolution to apply for this grant was approved by Ashland City Council on March 30, 2021. The City shall retain ownership of the property during construction of eligible infrastructure expenses per the Idle Sites grant requirements. Developer shall provide whatever assistance is necessary to the City to complete and submit the Idle Sites grant.
3. **Subdivision of Property.** The parcel (#201-03611-0200) shall be subdivided by CSM, with Lot 1 identified on Exhibit 1 transferred to El Tarasco, LLC pursuant to subparagraph 6, below.
4. **Pre-Transfer Development.** Developer will be permitted to conduct limited work and development on Lot 1 prior to the transfer of ownership, which shall include 1) the ability to submit for state plan approval with the City as property owner, to be transferred to Developer upon transfer of property; 2) installation of infrastructure to take advantage of the Idle Sites grant funding; and 3) site work preparation and construction of the parking lot area. Developer is prohibited from conducting any additional work on the site without express, written consent from the City prior to the transfer of the property. Developer expressly agrees that said pre-transfer work is conducted at its own risk and, in the event that the conditions precedent to the property transfer do not occur, the City shall not be liable to Developer for any of its costs, expenses, time, or other damages incurred as a result of pre-transfer development.

5. **Pre-Transfer Development Construction Bond.** Prior to completing any of the work identified in subparagraph 4, above, Developer shall provide plans to the City detailing the work, including cost estimates, anticipated to be completed prior to the transfer of Lot 1. Developer shall obtain and provide the City with a construction surety bond in the amount of the estimated cost of the pre-transfer development.
6. **Transfer of Property.** The City shall transfer Lot 1 to the Developer within 30-days of the close-out of the Idle Sites grant and upon completion of the following requirements:
 - a. Approval by the City of all plans for Phase 1 development consistent with Section C.
 - b. Developer must provide the City with financial assurance that it can complete the construction of Phase 1 of the development consistent with the plans approved by the City. The acceptance of the adequacy of the financial assurance commitment shall be at the discretion of the City. The financial assurance may include, but is not limited to, i) guaranteed commitments from investors; ii) irrevocable letters of credit; iii) any other proof of financial means to complete construction by Developer.
 - c. Developer has returned its business entity to "Good Standing" with the Wisconsin Department of Financial Institutions, which must be maintained throughout the duration of this agreement.

B. Twenty-Third Avenue East Center Turn Lane

1. **Design and Engineering.** The City shall be responsible for contracting services from a qualified firm for design of the center turn lane in conformance with all applicable local, state and federal regulations. The completed plans shall be provided to the Developer upon completion.
2. **Construction.** The Developer shall be responsible for all costs associated with construction of the center turn lane to access Twenty-Third Avenue East per the plans and specifications provided by the City.
3. **WisDOT permits.** The Developer shall apply for and obtain all required Wis DOT permits

C. Plans and Permits

1. **Development Phases.** Developer has proposed to develop Lot 1 in two separate phases. "Phase 1" consists of developing the northern portion of Lot 1 with a commercial restaurant and constructing the Twenty-Third Avenue East Center Turn Lane identified in Section B, above. The approximate location of the Phase 1 development area is identified as Parcel A on the attached Exhibit 1. "Phase 2" of the development consists of developing the southern portion of Lot 1 with a planned residential development. The approximate location of the Phase 2 development area is identified as Parcel B on the attached Exhibit 1.
2. **Development of plans and specifications.** Except as provided herein, El Tarasco, LLC shall submit all information, drawings, elevations, plans, specifications, and other documents and information, and all other matters required by the City for approval of the plans and specifications for the projects described in Sections A, B, and C of this Agreement (the "projects") in

accordance with the normal practices and procedures of the City. El Tarasco, LLC agrees to pay all standard development, license, permit, and other fees for the improvements as provided for in the City's Comprehensive Fee schedule and as required by the State of Wisconsin, and will not seek reimbursement from the City for the cost thereof, except as may otherwise be specifically provided herein. Developer shall submit and get approval for Phase 1 development plans prior to transfer of Lot 1 to the Developer.

3. **Green Infrastructure.** Developer shall make its best efforts to incorporate green infrastructure elements into its plans for both the Phase 1 and Phase 2 development.
4. **Compliance with codes, plans and specifications.** All construction shall be in compliance with: (a) all applicable municipal ordinances of the City; (b) all other applicable laws, ordinances, regulations and requirements; and (c) all provisions of the plans and specifications relating to the projects.
5. **Site work.** El Tarasco, LLC shall comply with all grading, erosion, and soil control requirements affecting the property in accordance with all applicable federal, state, county and City regulations, guidelines, specifications, laws, ordinances, and permits.
6. **Permit copies.** El Tarasco, LLC shall provide and submit to the City, valid copies of any and all governmental agency permits relating to the projects, issued by any agency other than the City.
7. **As Builts.** El Tarasco, LLC will provide, no later than 4 months after substantial completion of each Phase of development, a complete set of as-built drawings, both as hard copy and in a digital DWG format, with reference to Ashland County coordinates.

D. Indemnification

El Tarasco, LLC will indemnify and hold harmless the City, its governing body members, officers, agents, including independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "City Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any duty or warranty by El Tarasco, LLC under this Agreement or in relation to any activities authorized by this Agreement; provided that the foregoing indemnification shall not be effective for any negligent acts of the City Indemnified Parties. Except for any misrepresentation or any willful misconduct of the City Indemnified Parties, El Tarasco, LLC will protect and defend the City Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of El Tarasco, LLC (or other persons acting on its behalf or under its direction or control) under this Agreement or in relation to any activities authorized by this Agreement.

The City will indemnify and hold harmless El Tarasco, LLC, its officers, agents, including independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "El Tarasco, LLC Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any duty or warranty by the City under this Agreement or in relation to any activities authorized by this Agreement; provided that the foregoing indemnification shall not be effective for any negligent acts of the El Tarasco, LLC Indemnified Parties. Except for any misrepresentation or any willful-

misconduct of the El Tarasco, LLC Indemnified Parties, the City will protect and defend the El Tarasco, LLC Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the City (or other persons acting on its behalf or under its direction or control) under this Agreement or in relation to any activities authorized by this Agreement.

E. Default/Remedies

Event of Default

An Event of Default is any of the following:

1. The failure by El Tarasco, LLC to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed when and as required under this Agreement, including but not limited to the revocation, invalidity, or withdrawal of any of the financial assurance required in paragraph A.6.b. This shall be a default unless, within thirty (30) days after written notice to El Tarasco of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if El Tarasco, LLC commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default;
2. The failure by the City to observe or perform other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within thirty (30) days after written notice to the City of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if the City commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default; or
3. El Tarasco LLC becomes insolvent or is the subject of bankruptcy or insolvency proceedings.
4. The revocation, invalidity, or withdrawal of any of the financial assurance required in paragraph A.6.b

Remedies on Default. Whenever an Event of Default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

1. The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement. The non-defaulting party shall have the right to take over the work of the defaulting party so that the relevant work may be completed at the cost of the defaulting party;
2. Any other remedy allowed at law or in equity or by statute.

No Remedy Exclusive. No remedy or right conferred upon or reserved to the parties in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall

be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

No Implied Waiver. In the event any covenant contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

F. Assignment

No assignment of any rights or obligations under this Agreement shall be made without the written consent of the other party.

G. Amendments

The City and El Tarasco, LLC may only amend or modify this Agreement by written agreement duly authorized and signed by the City and El Tarasco, LLC.

H. Condition Precedent for Effectiveness of Agreement

This Agreement is only effective if the parties close on the sale by the City and the purchase by El Tarasco, LLC of Lot 1 as shown in Exhibit 1, and shall be null and void if no such sale occurs, except for the pre-transfer development conditions stated in Paragraph A.4..

I. Non-Development

A. Phase 1 Development. The City has agreed to sell Lot 1 to Developer for zero dollars with the intent that the Parcel A of Lot 1 on the attached Exhibit 1 is developed according to the plans identified for Phase 1. If Phase 1 of the development of Lot 1 is not substantially complete according to the plans approved under Paragraph B and C within eighteen months after the transfer of Lot 1 to the Developer, the Developer shall transfer the entire Lot 1 back to the City at no additional cost to the City. In such event, the City shall not be responsible for any costs, expenses, damages, time, or other damages incurred as a result of Developer's failure to complete the development in a timely manner. The City will grant Developer an additional 12-months to complete the development if the Developer shows good cause for why the development was not completed within 18-months.

B. Phase 2 Development. The Developer intends to conduct the Phase 2 development on Parcel B of Lot 1 in the attached Exhibit 1 within five (5) years from obtaining title to Lot 1. If the Developer fails to take substantial steps toward development, including but not limited to submitting development plans for the City's approval, of said Parcel B of Lot 1 within five (5) years of taking title to the property, said Parcel B shall be transferred back to the City at no additional cost to the City. In such event, the City shall not be responsible for any costs, expenses, damages, time, or other damages incurred as a result of Developer's failure to complete Phase 2 of the development.

J. Additional Provisions

Conflicts of Interest. No member of the, governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, or the projects, or any contract, agreement, or other transaction contemplated to occur or be undertaken hereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of El Tarasco, LLC to obtain all necessary approvals, licenses, and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the plans and specifications, or any part thereof of the projects, or to impose any limitations, restrictions, and requirements on the development, construction, and/or use of the projects as a condition of any such approval, license, or permit; including, without limitation, requiring any and all other development and similar agreements.

Headings. Descriptive heading are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Ashland
601 Main Street West Ashland, WI 54806 Attn: City Administrator

With a copy to: City of Ashland
601 Main Street West Ashland, WI 54806
Attn: Director of Planning and Development

**To El Tarasco,
LLC:** Jose Alvarez
819 MacArthur Ave
Ashland, WI 54806

With a copy to: C&S Design
2023 6th St W
Ashland, WI 54806
Attn: Amber Ericksen

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery.

Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between El Tarasco, LLC and the City with respect to the matters set forth

herein.

Governing Law and Venue. This Agreement shall be construed in accordance with the law of the State of Wisconsin. The venue for any dispute which cannot be amicably resolved shall be the Circuit Court for Ashland County, Wisconsin.

Cooperation. The City and El Tarasco, LLC agree to cooperate in the reasonable prosecution of applications made by any party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions and projects contemplated by this Agreement. The City and El Tarasco, LLC each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Approved: April 20, 2021

CITY OF ASHLAND

By:

Attest: