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ASHLAND CITY COUNCIL MEETING

Tuesday, August 10, 2021 – 5:30 PM

Please silence all cell phones during the meeting

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. July 27, 2021 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Approve the Source Water Protection Plan *(Approved Unanimously by Committee of the Whole, July 27, 2021)*

7. OLD BUSINESS

A. Approve an Ordinance to Amend Chapter 51 City Council Procedure, Ashland City Ordinances to Allow for City Council and Committee of the Whole Meetings to be Held both Virtually and In-Person *(Approved unanimously at COW 7-27-2021)* Roll

8. NEW BUSINESS

- A. Approve to Contract with M3 Insurance Solutions, Inc. as the Broker of Record for Employee Benefits, and for the Human Resources Director to Enter into Negotiations for Employee Health Insurance Benefits (*Human Resources*) Roll**
- B. Accept Community Development Block Grant Public Facilities (CDBG-PF 21-03) Award of \$1,000,000 for the Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (*Planning*) Roll**
- C. Approve a Contract with Cedar Corporation for Administration of Community Development Block Grant (CDBG) Funds for Reconstruction of 6th Street East from 13th Avenue East and 19th Avenue East (*Public Works*) Roll**
- D. Approve a Resolution to Accept an Offer to Purchase City-Owned Parcel No. 201-01412-0000 to Robert Forster (*Planning*) Roll**
- E. Approve Memorandum of Understanding (MOU) Grant Agreement between the City of Ashland and AARP to Accept a \$10,000 Community Challenge Grant for Downtown Benches (*Planning*) Roll**
- F. Approve an Ordinance to Amend Chapter 922, Alcoholic Beverages Regulation, Ashland City Ordinances to Update 922.40(g) Failure to do Business (*Clerk*) Roll**
- G. Approve to Waive Chapter 922.40(g) for EFM Holdings dba The Spot Bar at 220 Main Street East, Ashland through November 30, 2021 (*Clerk*) Voice**
- H. Approve an Application for Class B Combination Fermented Malt Beverage and Intoxicating Liquor License for Samdesiel LLC, and Agent Pat Hunt at 305 Main Street East, Ashland (*Clerk*) Voice**
- I. Approve an Application for Class B Combination Fermented Malt Beverage and Intoxicating Liquor License for Stokes Smokehouse, and Agent Karly Schultz at 315 Main Street East, Ashland (*Clerk*) Voice**
- J. Approve to Hire a Utility Administrative Manager for the City of Ashland Water and Wastewater Utilities (*Public Works*) Roll**
- K. Approve to Accept \$700,000 2021 Community Development Block Grant (CDBG-CV) for Emergency Homeless Shelter on Behalf of Northwest Community Services Agency Inc. (*Mayor*) 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, July 27, 2021 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, July 27, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m.

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

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

PRESENT: Kevin Seefeldt (5:35), Laura Graf, Sarah Jackson, Anne Whiting, Ana Tochtermann (5:35), Eric Lindell, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None.

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Robert Eaton, Planning Director Megan McBride, Fire Chief Stuart Mathias, Public Works Director John Butler, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. July 13, 2021 City Council and Committee of the Whole Meeting Minutes

Pufall moved, seconded by Jackson to approve the minutes. The motion passed 10-0 by voice vote; Tochtermann abstained.

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

Lewis reported the Policing Task Force will be hosting a number of public forums planned in August and September looking to public input. The Homelessness Task Force submitted a grant application last week to help fund an emergency shelter. Partners in Energy met with representatives from Xcel Energy to work on their energy plan for the near future goals for the City of Ashland. Calls have increased to the police and fire departments, and she sent appreciation to the first responders for their work. She also thanked the public works crew for their quick clean up after the evening's storm. Downtown Days will be held on Saturday, August 7, 2021 hosted by the Main Street Board, to include sidewalk sales and vendors in the downtown and a beer garden at the Pearson Plaza.

B. Appointments

The Mayor requested approval of the following appointments:

Disabled Parking Committee: Carol Ante was reappointed, term expiring: August 10, 2024 and Brian Munson was reappointed, term expiring: August 11, 2023.

Harbor Commission: Allan Smiles was reappointed, term expiring: July 31, 2024, and Randy Harvey was reappointed, term expiring July 31, 2024.

Main Street Board: Kyle Elfson was reappointed, term expiring July 28, 2022, Katie Gellatly was reappointed, term expiring July 28, 2022, and Kevin Porter was reappointed, term expiring July 28, 2022.

Sustainability Committee: Tamara Sylte was reappointed, term expiring June 28, 2023, Cheyanne Reeves, reappointed, term expiring June 28, 2023, and Kate Ullman was appointed, replacing Jessica Eckhardt, term expiring June 28, 2022.

Housing Committee: Liz Seefeldt was appointed, replacing Samantha Ray, term expiring: October 22, 2021.

Lindell moved, seconded by Graf to approve. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

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

7. NEW BUSINESS

**A. Due Process Hearing, Discussion and Action to Determine Status of Ward 7 Councilor
(City Attorney) Roll**

Haas requested to bring this item forward to disclose his current residence situation and intent to return to Ward 7 as soon as he is able to find housing. He read his email sent to the Mayor on July 13, 2021, and Attorney Eaton explained to Council their duty during this hearing. Lindell moved, seconded by Moore to allow Haas to remain as Ward 7 Councilperson to serve through the end of his term ending April 17, 2022, based on his intent to relocate to Ward 7. The motion approved 10-0 by roll call vote; Haas abstained.

- B. Public Hearing Regarding Request by James and Jacqueline Ogilvie to Vacate Two (2) Portions of Undeveloped Right-of-Way Known as That Part of Platted but Not Open 5th Avenue East Adjacent to Lots 1 through 12, Block 379 and Lots 13 through 24 of Block 380 of Ellis Division, and Also That Part of Platted but Not Open 5th Avenue East Adjacent to Lot 7 of Block 17 of Superior Addition to the City of Ashland Wisconsin; and That Part of Platted but Not Open Alleyway Adjacent to Lots 5 through 12 and 16 through 24 of Block 380 of Ellis Division to the City of Ashland Wisconsin (Planning) Roll**

Haas moved, seconded by Moore to move into Public Hearing. The motion passed unanimously by roll call vote. McBride confirmed the Public Hearing was noticed as required, publishing a Class II notice in the Daily Press, posted in three public places including the City of Ashland website, and notices mailed to affected property owners. McBride stated there were no concerns received prior to the Public Hearing. As there were no citizens present to make a comment, Haas moved, seconded by Lindell to close the public hearing. The motion carried unanimously by voice vote.

- C. Approve a Resolution to Vacate Two Portions of Undeveloped City Right-of-Way, Known as That Part of Platted but Not Open 5th Open 5th Avenue East Adjacent to Lots 1 through 12 Block 379 and Lots 13 through 24 of Block 380 of Ellis Division, and Also That Part of Platted but Not Open 5TH Avenue East Adjacent to Lot 7 of Block 17 of Superior Addition to the City of Ashland Wisconsin; and That Part of Platted but Not Open Alleyway Adjacent to Lots 5 through 12 and 16 through 24 of Block 380 of Ellis Division to the City of Ashland Wisconsin (Planning) Roll**

Franek moved, by Kevin Haas to approve the resolution. The motion passed unanimously by roll call vote. **File #17631**

- D. Approve a Resolution for Reallocation of \$100,000 from CDBG CLOSE-Public Facilities Award 21-53 for Slum and Blight Elimination at 501 3rd Street East to CDBG CLOSE-Public Facilities 21-61 for Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (Planning) Roll**

Pufall noted that the agenda title should be amended to reflect the correct addresses of 501 3rd Street West. Lindell moved, seconded by Tochtermann to approve the resolution. The motion passed unanimously by roll call vote. **File #17632**

- E. Approve a Resolution to Adopt an Amendment to Residential Anti-Displacement and Relocation Plan (Mayor) Roll**

Moore moved, seconded by Haas to approve the resolution. The motion passed unanimously by roll call vote. **File #17630**

- F. Approve Change Order No. 16 for the Ashland Police Station Project (Administrator) Roll**

Moore moved, seconded by Haas to approve the change order for the amount of \$36,366.41. The motion passed unanimously by roll call vote.

- G. Approve Purchase of 2021 Ford F450 Road Rescue Ambulance (Fire Department) Roll**

Haas moved, seconded by Franek to approve the purchase from Everest Emergency Vehicles for \$221,912.80. The motion passed unanimously by roll call vote.

H. Approve an Amendment to Agreement with Cedar Corporation for Construction Engineering Services for the 2021 Watermain Replacement Project (*Public Works*) Roll

Lindell moved, seconded by Moore to approve the amended agreeemnt. The motion passed unanimously by roll call vote.

I. Approval to Modify the Utility Billing Frequency from Monthly to Bi-Monthly (*Public Works*) Roll

Lindell moved, seconded by Graf to approve. The motion passed unanimously by roll call vote.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **July 27, 2021** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, July 27, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 6:45 via GoTo Meetings.

ROLL CALL: Kevin Seefelt, Laura Graf, Sarah Jackson, Anne Whiting, Ana tochterman, Eric Lindell, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall and Jackie Moore.

ABSENT: None.

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

2. Council President's Report

Haas noted that he met with Councilors Lindell and Moore to discuss meeting virtually, which is on the agenda.

3. Administrator's Report

Kucera noted the Strategic Planning Retreat dates are set for Thursday and Friday, August 26 and 27, 2021, times to be determined. This will be open to the public, held at the Hotel Chequamegon meeting room. The City-wide survey continues through July 31. There have been nearly 400 replies received to date. Administration is monitoring the COVID situation, especially in light of the increase of the Delta variant cases. A final walk-through of the new police facility is planned for August 16, 2021.

4. Approval of Agenda

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

5. Committee Updates

HARBOR COMMISSION - Pufall: Nothing to report/have not met

HOUSING AUTHORITY - Franek: Noted an increase in Section 8 vouchers, searching for a grant for a sprinkler system project.

HOUSING COMMITTEE - Whiting: Updated regarding CDBG Grant, did not have a quorum to hold a meeting.

LIBRARY BOARD - Jackson: Began to look at 2022 budget, attendance at the Library has been low, and reminder that the Book Tric is out.

PARKS AND RECREATION COMMITTEE - Haas: Nothing to report

PLAN COMMISSION - Lindell: Approved Copper Cup site plans.

PUBLIC WORKS COMMITTEE - Moore:

POLICE & FIRE COMMISSION - Lewis: Nothing to report.

PUBLIC WORKS - Moore: Received an update regarding the water quality report done by the Burke Center, no overflow reported since March 2020, and discussed the ore dock fixed assets and maintenance.

SOURCE WATER PROTECTIONS COMMITTEE - Ortman: The SWPC plan is on the agenda for discussion.

SUSTAINABILITY COMMITTEE - Graf: Investigating locations for electronic vehicle charging stations, and discussed the recycle/reuse demolition policies.

6. Discussion Items

- A. Discussion and Possible Action to Amend Chapter 51, City Council Procedure, Ashland City Ordinances in Order to Allow to Hold Council and Committee of the Whole Meetings In-Person, Virtually, or Hybrid (*Councilors Haas, Lindell, and Moore*)

Jackson moved, seconded by Lindell to approve the amendment to Chapter 51. Tochterman requested a friendly amendment, seconded by Lindell, to change the language to state "Medical precaution due to health concerns such as illness or diagnosis." This was accepted by both Jackson and Lindell. Haas made a motion, seconded by Pufall to offer a friendly amendment to change the language to state "Reasonable notice of virtual attendance shall be given to the City Clerk's office based on technology needs." This was accepted by both Jackson and Lindell. A voice vote approved to make the noted changes and move this item forward to Council for final approval.

- B. Discussion and Possible Action Regarding the Source Water Protection Plan (Public Works)

This item was introduced by Public Works Director John Butler, with guest Andrew Aslesen and Intern Shelly Ray.

- C. Continued Discussion and Possible Action Regarding Creation of a Demolition Recycling and Reuse Ordinance (*Planning*)

Tochterman moved, seconded by Whiting to approve Option #2 as outlined within the agenda item. The motion carried unanimously by voice vote, and will move to the Council agenda for final approval in the near future.

7. Adjournment

Lindell moved, seconded by Moore 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: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:**

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Weed Commissioner: Megan McBride, Planning Director

SUBJECT: Approve the Source Water Protection Plan (*Approved Unanimously by Committee of the Whole, July 27, 2021*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: *Approved Unanimously at Committee of the Whole, July 27, 2021*

EXHIBITS:

1. City of Ashland Source Water Protection Plan Summary
2. Source Water Protection Plan

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:**

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

After forming the Source Water Protection Committee (SWPC) in 2015, City staff worked with a wide variety of local stakeholders to begin development of a Source Water Protection Plan (SWPP). These stakeholders include the following organizations:

- o Wisconsin Rural Water Association (WRWA)
- o University of Wisconsin-Madison Ashland County Extension
- o Northland College
- o Bayfield County
- o Wisconsin Department of Natural Resources
- o The Bad River Band of the Lake Superior Chippewa
- o Superior Rivers Watershed Association

Changes in City staff resulted in inactivity on the SWPP until Fall 2020, when the SWPC was reformed. City staff assigned to the reformed SPWC included the City Administrator, Public Works Director, and Utility Manager. The Public Works Department also hired an engineering intern with specific background in water quality science to assist with the development of the SWPP.

The SWPC held seven meetings between September 2020 and June 2021. Staff from WRWA took a lead role in assisting City staff with collaboration with committee members and completion of the plan. Reliance on a diverse committee to develop the SWPC was determined to be the most effective approach as the SWPP requires a high level of technical knowledge about a variety of water related topics that often times exceeds the level of expertise available amongst City staff.

The SWPP was approved by the SWPC at the June 17, 2021 meeting and is included for Council review along with an executive summary.

Staff is requesting approval of the SWPP, which will formalize the City's support of various initiatives, activities, and planning criteria that will work to establish the City's contribution to protection of water quality in the Chequamegon Bay region.

City of Ashland Source Water Protection Plan Executive Summary

Q: What is the purpose of the SWPP?

A: The purpose of the source water protection plan (SWPP) is to highlight potential threats to the Chequamegon Bay, which serves as the City of Ashland's drinking water and offers a wide variety of recreation opportunities, provide recommendations on what to do about said threats, and summarize actions that are already in place that protect the source water.

Q: Why did the city take the approach of engaging a committee to develop the SWPP?

A: The previous Public Works Director, Ray Hyde, contacted Wisconsin Rural Water Association (WRWA) to begin the process of developing a SWPP in 2015, after a CAFO was proposed in the primary source water protection area. The plan was meant to reaffirm the city's commitment to safe, clean drinking water starting at the source. The city needed input from individuals familiar with source water protection issues to develop a professional plan, hence the SWPP committee was formed. Andrew Aslesen, Source Water Specialist, was assigned to the committee from WRWA, providing technical assistance to the City as a WRWA member. The approach of using a committee was selected due to the technical nature of source water protection and the City has relied upon the expertise and input of these individuals to develop the SWPP. In 2017, Ray Hyde retired prior to the plan's completion. Without a leader spearheading the effort to continue writing the plan, it sat dormant until 2020, and a draft was completed in June 2021. A key addition to the SWPP committee, beginning in Fall 2020, has been Shelly Ray, Public Works Intern. Shelly has a background in water quality issues within the Chequamegon Bay through her work with the Mary Griggs Burke Center for Freshwater Innovation at Northland College. With input from a diverse group of professionals, the SWPP committee developed a plan that discusses a broad range of the most important issues affecting the city's source water. Andrew Aslesen remained committed to the SWPP throughout the process.

Q: What will the SWPP be used for?

A: It serves as an informative document that can be used for reference and as a guide for future actions. The source water protection plan is by no means all-encompassing of every threat that could degrade water quality, rather, it serves to highlight the most pervasive water quality issues that the city should be aware of and make recommendations on future actions that the City can take to effectively manage and mitigate these issues.

Q: What types of things described in the SWPP is the city already doing?

A: The city has taken the following steps to address issues discussed in the SWPP:

Point Sources of Pollution

- Televised sewers to identify and prioritize areas of I&I, and replaced some public sewers and manholes that were in disrepair (5.2.2)
- City council approved an interim policy requiring the replacement of the portion of any private sewer lateral not conforming to city specifications when replacement of the public sewer main occurs (5.2.2)

- The drinking water treatment plant got permission to dump backwash water into the stormwater sewer and Chequamegon Bay, thus reducing the load at the wastewater treatment plant (7.2.2)
- Implemented an aggressive program for maintenance of the sewer collection system (7.2.3)
- The city is pursuing CIPP projects to rehabilitate sewer mains with low interest loans from the WI DNR Clean Water Fund (7.2.3)

Urban Nonpoint Source Pollution

- Road reconstruction and paving projects frequently result in reduced roadway widths and associated runoff; green infrastructure is used strategically on new construction projects (7.3.1)
- A 2021 project will replace a stormwater outfall on an eroding stream bank. This will likely help reduce streambank erosion. (7.3.2)
- The city continues to incorporate Best Management Practice requirements to control stormwater at construction sites. The City of Ashland requires a separate development permit for grading, filling, and/or excavation of land (in excess of 50 cubic yards of material) not associated with any other development (7.3.3)
- City staff in the Streets Department have received training from a variety of organizations on the effective planning and management of roadway salt application, including the Wisconsin Salt Wise Partnership. Road salt BMPs have allowed the City to reduce the amount of roadway salt applied in recent years (7.3.4)

Rural Nonpoint Source Pollution

- Ashland County has adopted NR151 rules and is able to enforce NR 151 regulations at the county level to manage agricultural runoff (7.4.3)
- The city has a WPDES permit for regulation of land spreading (7.4.4)

Reducing Water System Susceptibility

- The Ashland and/or Superior Fire Departments are equipped to handle hazardous material spills, and the Ashland Fire Department performs semi-annual fire inspections at commercial buildings in the city. (7.1.4)
- The city received funds from the U.S. Army Corps of Engineers for the construction of a redundant water intake. The City is pursuing additional funds from the WI DNR Safe Drinking Water Loan program. (7.1.5)

Education and Outreach

- Annual distribution of consumer confidence report with information on water quality, switched to full size water bills to allow for communication about water quality threats (7.6.1)
- Wastewater utility recently developed education materials regarding proper disposal of waste products (7.6.1)

Much of the primary and secondary source water protection areas falls outside of the City of Ashland. It is not realistic for the city to complete all projects in the source water protection area, which is why work spearheaded by other organizations is so important. The city maintains relationships with organizations such as the Mary Griggs Burke Center for Freshwater Innovation at

Northland College, the League of Women Voters, Superior Rivers Watershed Association, Lake Superior Collaborative, UW-Extension, and local schools among others.

Q: What types of things does the SWPP recommend that the city do in the future?

A: The SWPP makes recommendations for many issues that the city is facing. Some of those recommendations are outlined below.

Point Sources of Pollution

- Promote additional policy to encourage upgrades to private sewer laterals (5.2.2)
- Systematically address sources of infiltration and inflow at private residences and commercial properties during the replacement of the city's water meter system (5.2.2)
- Monitor regulatory changes for the reduction of phosphorus and nitrogen coming from the waste water treatment plant and fund the upgrades to the wastewater treatment system that are anticipated to be necessary to meet future treatment standards (7.2.1)
- Educate septic system owners on the proper care and maintenance of their systems (7.2.4)

Urban Non-Point Sources of Pollution

- Have the city create runoff reduction requirements or incentives (5.4.1)
- Reconsider the formation of a stormwater utility in order to support potential goals related to providing stormwater treatment. This may need to include lobbying at the state level for statutory changes. (7.3.1)
- Fix stormwater outfalls that contribute large amounts of sediment if funds are available (7.3.2)
- Evaluate new technology with the potential to reduce road salt loads (7.3.4)

Rural Nonpoint Source Pollution Load Reduction

- The wastewater treatment department should consider SWP during long range planning and look for opportunities to upgrade facilities and improve processes to reduce pollutant runoff and improve source water quality. Investigate the potential for contracting for sludge processing and hauling services (7.4.4)

Reducing Water System Susceptibility

- Prioritize deficiencies outlined in sanitary survey (7.1.1)
- Addition of a second "redundant" water intake at the water treatment plant; complete a study to determine a location that will produce the least amount of sediment in the intake water (7.1.2)
- Monitor the algal bloom situation in Lake Superior to determine if the threat is large enough to develop a cyanobacteria emergency response plan (7.1.3)
- Coordinate with the fire department to prevent spills of chemical compounds through the fire inspection program (7.1.4)

Groundwater Source Protection

- Urge citizens to connect to the public water system if currently using a private groundwater well (7.5.1)

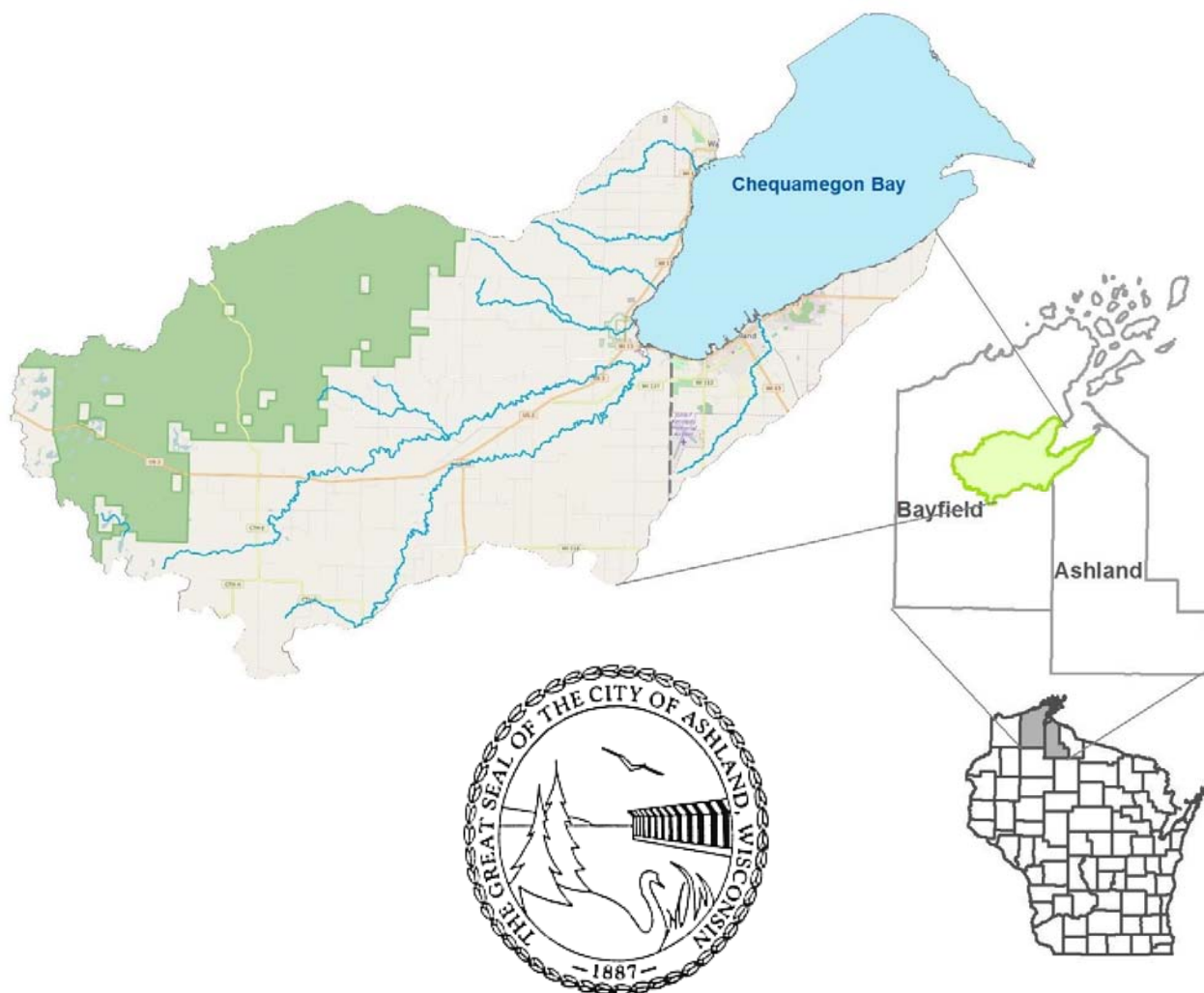
- Support efforts to develop and adopt county wellhead protection ordinances (7.5.2)
- Delineating the 28 non-municipal public supply wells in the SWP area (7.5.3)

Education and Outreach

- Seek opportunities to hire interns to promote education and outreach in the areas of sanitary sewer, drinking water and stormwater management (7.6.1)
- Educate the public on the proper disposal of hazardous materials to protect stormwater (7.6.1)
- Continuing to promote education and outreach through partnerships with local organizations and schools (7.6.2)

CITY OF ASHLAND SOURCE WATER PROTECTION PLAN

Draft ~ July, 2021



Prepared By: The City of Ashland Source Water Protection Committee
With Assistance from: Wisconsin Rural Water Association, Source Water Protection Program
Andrew Aslesen, Source Water Specialist, AAslesen@wrwa.org
Additional Assistance from Wisconsin Department of Natural Resources

Acknowledgments

The Ashland City Council initiated the development of the source water protection committee in March, 2016. The committee consists of city staff and council members, Ashland and Bayfield County supervisors, Bad River Tribe and watershed association representatives, Northland College staff, and state Department of Natural Resources staff. Additional assistance was received from Wisconsin Rural Water Association, county and federal agency staff, and interested local citizens. Collaboration and input from these individuals has made this project possible. Thank you for the many hours spent working on the project, with particular recognition towards those who volunteered their time to help develop sections of the plan for which they have local knowledge of the issues.

City of Ashland, Ad Hoc Committee on Source Water Protection

- Melis Arik–Bad River Tribe Representative–Advisory Role
- Kevin Brewster–Superior Rivers Watershed Association–Advisory Role
- John Butler–Public Works Director
- Alyssa Core or Designee–DNR Representative–Advisory Role
 - ❖ Bruce Moore–DNR Representative (Designated by Alyssa Core)
 - ❖ Mathew Jacobson–DNR Representative (Replaced Bruce Moore)
- Mary Dougherty–Chair, Bayfield County Board of Supervisors
- Chanz Green–City of Ashland Utility Manager
- Matthew Hudson–Northland College Representative–Advisory Role
- Brant Kucera–Ashland City Administrator
- Charles Ortman–Ashland City Council/Ashland County Board Representative
- Lissa Radke, University of Wisconsin-Madison, Ashland County Extension
- Waysayah Whitebird–Ashland City Council Representative

Additional participation from:

- Andrew Aslesen–Source Water Specialist, Wisconsin Rural Water Association
- Ray Hyde–Former Public Works Director, City of Ashland
- April Kroner–City of Ashland Planning Director
- Steve Oberle–Citizen, Bayfield County
- Shelly Ray–Engineering Intern, City of Ashland Public Works
- Tom Waby–Bay Area Regional Transit Director
- Michele Wheeler–DNR Representative–Advisory Role

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1. INTRODUCTION

Source water is untreated water from streams, rivers, lakes, and groundwater aquifers. Source water protection is a watershed based approach to protecting drinking water sources and reducing treatment costs. A watershed is not limited to political boundaries such as township, county or state. Instead, it is simply an area of land that drains to a common point. Although we often manage land according to political boundaries, it makes more sense to plan and manage areas by the lay of the land, and all people living within a watershed play an important role in protecting their water.

Affordable, safe drinking water is essential to the health, development and stability of all communities. Treatment is used to maintain safe drinking water for surface water systems; however, the cost and quality of treated drinking water is a function of the pretreatment water quality. One of the best ways to ensure safe drinking water and reduce treatment costs is to develop a local source water protection program designed to protect the source of drinking water against potential contamination.

Source Water Protection (SWP) is the first line of defense in a multi-barrier approach to assure the availability and reduce the cost of clean safe drinking water. It focuses on protecting and improving water quality at the origin before reaching the drinking water intake and undergoing treatment. SWP is accomplished using four main steps: assessment, planning, implementation, and long-term management. For the City of Ashland, the first step, “assessment,” was completed in March 2003 by the Wisconsin Department of Natural Resources (WDNR) and documented in the report *Source Water Assessment For Ashland Water Utility, Ashland, Wisconsin March 27, 2003* (A copy of Ashland’s source water assessment is available by contacting the WDNR or the City of Ashland). The source water assessment for Ashland suggests that the next steps in protecting their drinking water is for the city to develop a SWP program by forming a SWP committee to plan and implement best management practices in the source water area. This source water protection program is intended to put in place the remaining steps of planning, implementation, and long term management of the city’s source water.

In February 2016, due to an increase in public awareness about water quality concerns, city employees compiled a list of potential source water protection committee members who could collaboratively develop a SWP plan for the City of Ashland. In March 2016, the City Council voted to approve the formation of a SWP committee and development of the SWP plan. The city contacted the Wisconsin Rural Water Association (WRWA) for assistance with facilitating the SWP plan writing process. WRWA is a non-profit association of utilities that provides technical assistance to utilities. Ashland is a long time member of WRWA. SWP planning efforts began with an initial meeting of the SWP committee in August 2016. The committee started to develop the SWP plan and conducted several additional meetings throughout 2016 and 2017. Due to staff turnover at the city, the plan stalled before being completed. In early 2020, with new city staff in place and a refreshed SWP committee, the SWP planning efforts were renewed and the SWP plan was completed.

1.1 Integration With City Of Ashland Planning (Comprehensive Plan and Strategic Plan)

Integration of the Ashland Source Water Protection Plan with the City of Ashland is done two ways: through city operations and through ordinances. Two city council members and several city staff members sit on the SWP committee. These individuals are tasked with implementing the plan by

revising and updating the city's operating procedures and developing ordinances that improve and protect water quality in the Chequamegon Bay and the tributaries leading to it.

1.2 Integration With Ashland And Bayfield Counties (Including Resource Management Plan)

Ashland and Bayfield Counties have Land & Water Resource Management (LWRM) Plans. Plans are approved for a 10-year term and work plans are updated every 5 years. LWRM plans address natural resource conservation and protection including surface water, groundwater, soils, forests, agriculture, and wildlife habitat. While these planning efforts are related, the Ashland Source Water Protection Plan takes a more focused look at surface water quality in Chequamegon Bay.

In Chapter VIII of the Ashland County plan, coordination with the City of Ashland is specifically listed. This includes the goal "Increase collaboration on Lake Superior waterfront issues, stormwater management, invasive species, and beach health." The Bayfield County plan lists the City of Washburn and the City of Bayfield as implementation partners. The City of Ashland should look for commonalities in the Ashland and Bayfield Counties' Land and Water Resource Management Plans and look for opportunities to participate in the regular planning cycle.

1.3 Integration With Other Planning Efforts (Tribal Governments And Entities And Non-Governmental Organizations)

Tribal government entities in the area include the Bad River Band of Lake Superior Chippewa, Red Cliff Band of Lake Superior Chippewa, and the Great Lakes Indian Fish and Wildlife Commission. Prominent non-governmental organizations in the area include the Superior Rivers Watershed Association, Chequamegon Bay Area Partnership, Mary Griggs Burke Center for Freshwater Innovation at Northland College, and others. The Ashland city staff and SWP committee members should seek opportunities to coordinate these tribal and non-governmental organizations to improve and protect water quality in the Chequamegon Bay and coordinate source water protection in planning efforts.

2. BACKGROUND

Source water refers to water from streams, rivers, lakes, or underground aquifers that provide water to an end user such as a municipal water supplier providing domestic drinking water. The City of Ashland is located in Northwest Wisconsin along the southern shore of Lake Superior, and the city water utility relies solely upon water from Lake Superior's Chequamegon Bay to provide drinking water to residents.

The first work done to protect Ashland's source of drinking water was the WDNR's Source Water Assessment completed in 2003. The Source Water Assessment delineated the source water area for Ashland's municipal water intake. The source water area is defined as the area that contributes water to the public drinking water system. For Ashland that includes land drained by Bono Creek, Boyd Creek, Fish Creek, Bay City Creek, and multiple unnamed tributaries to Chequamegon Bay. Clay soils predominate throughout the watershed, which exacerbate erosion and runoff problems. Land cover consists of many naturally vegetated areas with some agriculture and urbanized land in the cities of Ashland and Washburn.

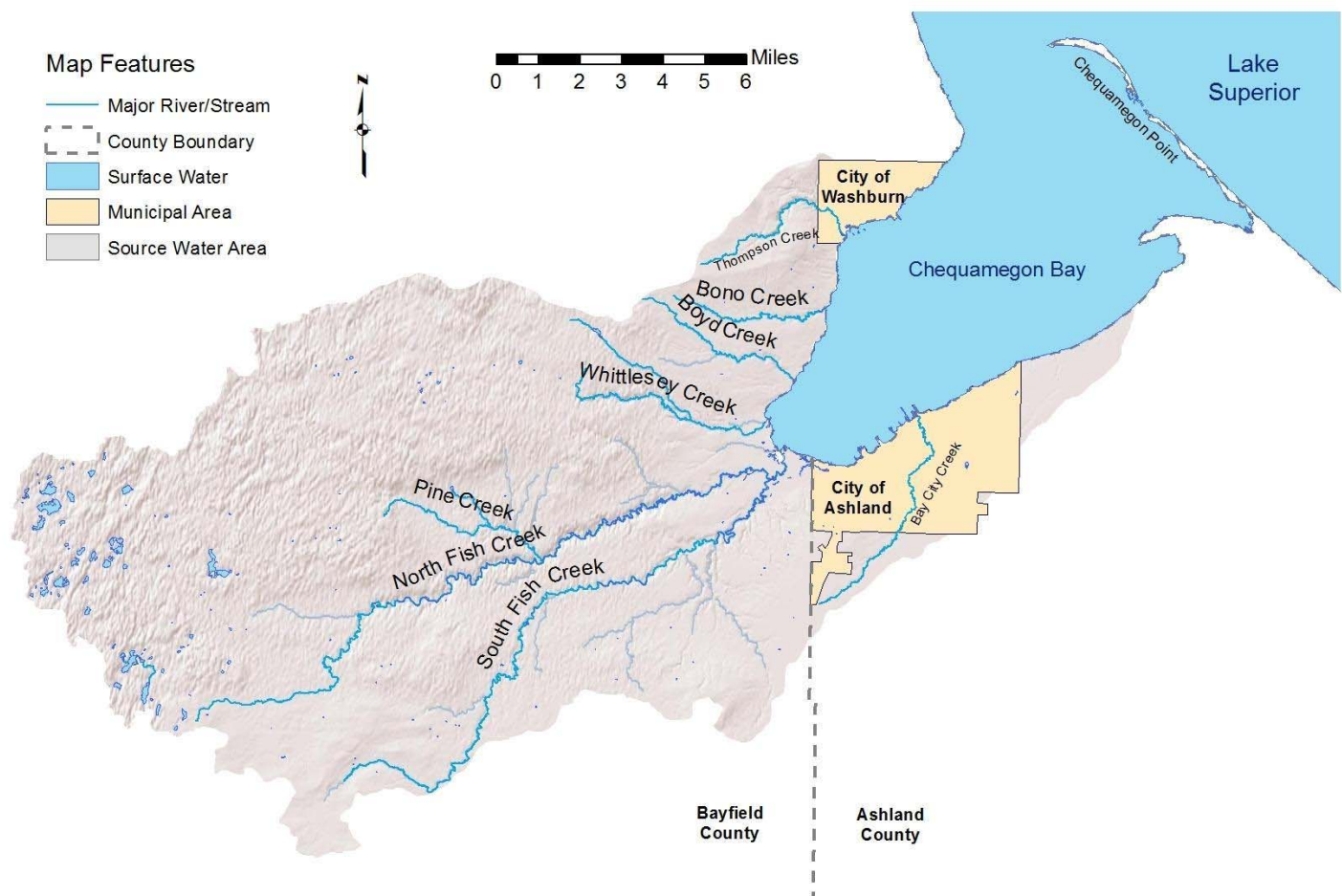


Figure 1: Watershed Overview

2.1 Source Water Assessment Overview

A source water assessment provides not only an understanding of current conditions but also serves as a predictive tool for management and protection efforts. This information can be used as a basis for voluntary, community-based barriers to drinking water contamination.

The 1996 amendments to the Safe Drinking Water Act required that states complete source water assessments for all public drinking water systems. The primary purpose of these assessments was to determine the relative susceptibility of each community's source water to contamination. Susceptibility is defined as the likelihood that a contaminant of concern will enter a public water supply at a level that may result in adversely impacting human health.

The source water assessment for the Ashland Water Utility was completed by the WI DNR in 2003. It states that, as with most surface water systems, "Ashland's source water is impacted by the source water area and highly susceptible to contamination". The assessment identifies the confined nature of the Chequamegon Bay, erodible soils, and land use as the biggest factors affecting source water susceptibility. It concludes that contaminants of particular concern to Ashland's source water include microbial, volatile organic, and synthetic organic contaminants as well as precursors of treatment by-products. It suggests that SWP efforts should focus on preventing contamination from agriculture and pasture land draining into Bono, Boyd, and Fish Creeks, urban development in the city of Ashland, and sites of historic contamination. The primary recommendation of the source water assessment is for the City of Ashland to develop a local source water protection program designed to protect Ashland's drinking water source from potential contamination. A copy of Ashland's source water assessment can be obtained by contacting the WDNR.

<https://dnr.wisconsin.gov/topic/DrinkingWater/SWAP.html>.

2.2 Source Water Protection Overview

Source water protection is the next step beyond the source water assessment. Source water protection begins when the local community decides to develop a program designed to protect the drinking water sources from potential contamination. A source water protection committee must be formed to plan and implement best management practices to prevent contamination. It is the first line of defense to reduce the chance that contamination will reach the end user. Additionally, SWP reduces potential health risks and minimizes the costs of treating drinking water. SWP consists of the following steps:

- **Delineate the source water protection area:** The source water protection area was delineated in the 2003 source water assessment and is described in section 3.1. This plan includes an additional "secondary" source water protection area, which is described in section 3.2.
- **Inventory known and potential source of contamination and determine susceptibility to contaminant source within the SWP area:** In order to protect the source water, it is necessary to know what potential sources of contamination threaten the water. Potential contaminant sources are evaluated in Sections 4 & 5.
- **Implement management measures to prevent, reduce, or eliminate risks to the source water:** The key to a successful plan is creating meaningful action. The implementation measures laid out in section 7 are designed to protect the drinking water source for the City of Ashland.
- **Develop contingency planning strategies that address water supply contamination or service interruption emergencies:** In the event of a contamination event or emergency, section 8

outlines what actions need to be taken and lays out communication procedures. Preparing for emergencies is a critical part of any drinking water protection program.

Protecting source water is everyone's responsibility. Some key contributors include federal, state, and local government entities, water and wastewater utilities, business and industry, non-governmental organizations, and individuals. More information about SWP can be found at the following Wisconsin DNR and EPA websites.

<http://dnr.wi.gov/topic/drinkingwater/sourcewaterprotection.html>

<https://www.epa.gov/sourcewaterprotection/source-water-protection-basics>

2.3 City Of Ashland Water System Overview

The Ashland Water Utility pumps an average of around 500,000 gallons of water per day and serves more than 9,115 people through more than 3,000 service connections. Raw water is collected from the Chequamegon Bay by a 24-inch diameter pipeline and single raw water intake, which extends approximately one half mile into the bay. Gravity feeds water through the intake pipe into the collection chamber. From there it is pumped to the microfiltration building on the east shore of the bay off Water Street.

The microfiltration building was constructed in 2001. Filtration starts with a 500-micron strainer to remove any large debris. Next, water flows through four membrane microfiltration units which remove particles as small as 0.2 microns in size. After filtration, finished water is treated with chlorine for disinfection and fluoride for dental health. Treated water flows to a ground storage reservoir which allows for sufficient contact time with the chlorine to completely disinfect the water. Additional treatment consists of adding small doses of Polyphosphate and Sodium Hydroxide. These chemicals have been successful at reducing the amount of lead that leaches into water if a home still has lead pipes.

From the ground reservoir, three high-lift service pumps, capable of pumping 840 gallons per minute each, discharge to the distribution system. The system contains 54 miles of main pipe that ranges from one inch to twenty-four inches in diameter. Storage for the water system is provided by a 1.4 million gallon standpipe and a half-million gallon elevated water tower. All facilities are continuously monitored by computer through a telemetry system and physically checked daily for proper operation.

3. HYDROGEOLOGIC SETTING

Lake Superior is the largest freshwater lake in the world by surface area and the third-largest by volume. It has 1,826 miles of shoreline and covers 31,700 square miles with a maximum depth of 1,332 feet. The lake's watershed drains approximately 49,300 square miles of land.

Chequamegon Bay is a shallow, sandy bay relatively isolated from Lake Superior by the Bayfield Peninsula to the northwest and Chequamegon Point to the northeast. The bay is connected to Lake Superior by a 2 mile stretch of open water between the tip of Chequamegon Point and Houghton Point on the Bayfield Peninsula. The Chequamegon Bay area watershed is a compilation of several watersheds that flow toward Lake Superior. The Chequamegon Bay watershed includes nearly 1,500

square miles of land in Ashland, Bayfield, and Iron counties. It contains more than 2,100 linear miles of tributaries that originate near the watershed divide created by the Penoque Range to the south and flow north towards Chequamegon Bay and Lake Superior.

The Superior region contains portions of two distinct geologic provinces: the Lake Superior Lowland along the lakeshore and the higher elevations of the Northern Highlands to the south. The geography of the region was shaped by glaciers that covered the area more than 20,000 years ago during the later portion of the most recent glacial period. The Northern Highlands consist of the sandy till of the Copper Falls Formation deposited by glacial meltwater. The sandy, coarse-grained till allows much precipitation and snowmelt to infiltrate and supports less surface runoff to streams. As the glaciers retreated to the north, they deposited till with much more silt and clay known as the Miller Creek Formation. The fine-grained, low permeability in these areas supports high surface runoff to streams (Clayton, 1984; Gotkowitz and Li, 2016). The old beach shoreline of Glacial Lake Duluth is composed of sand layers on top of clay layers as well as interwoven sand and clay layers. These transitional soils are highly susceptible to erosion, especially when undercut by water (Fitzpatrick et al., 1999). Surface runoff in the Fish Creek and Whittlesey Creek watersheds give the Chequamegon Bay a prominent cloudy red appearance during high runoff events such as during spring snowmelt and after heavy rains.

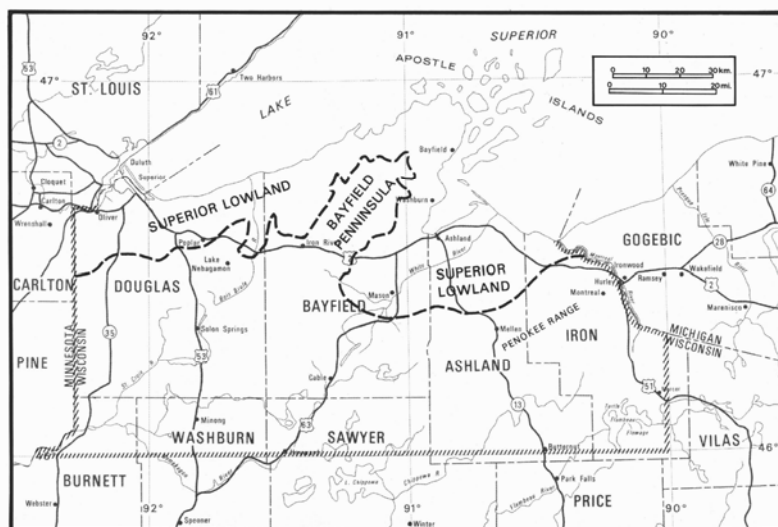


Figure 2: Superior Region (Clayton, 1984)

While the entire Chequamegon Bay area watershed and other factors such as lake-wide episodic events can affect water quality in the bay, implementing SWP in the entire Lake Superior Watershed is not practical. To protect and improve water quality at a more manageable scale, Ashland's source water area was delineated to include the local watersheds that discharge near Ashland's intake and have the most direct impact on water quality in Chequamegon Bay. The Source Water Protection (SWP) area for Ashland is divided into Primary and Secondary SWP areas which are described below.

3.1 Primary Source Water Protection (SWP) Area

The Primary SWP area is the land that contributes a majority of the surface water flowing into the Chequamegon Bay and most directly affects source water quality due to proximity. It covers more than 200 square miles and includes land drained by Bono Creek, Boyd Creek, Fish Creek, Bay City Creek and

multiple unnamed tributaries to Chequamegon Bay. Ashland's source water is most directly affected by runoff from the Fish Creek 10 digit Hydraulic Unit Code (HUC 10) watershed and the Whittlesey Creek HUC 12 watershed. The primary SWP area is the main focus of this report and the efforts of the Ashland SWP program. The primary SWP area is mapped along with the secondary SWP area in Figure 3.



Figure 3: Ashland Source Water Protection Area

3.2 Secondary Source Water Protection (SWP) Area

The Secondary SWP area includes adjoining subwatersheds outside of the primary SWP area that contribute less directly to the surface flow and water quality of Chequamegon Bay and Ashland's source water quality. The area is much larger than the primary SWP area and includes the following HUC 10 Watersheds: Bayfield Peninsula, Beartrap Creek, Lower Bad River, Marengo River, Potato River, Tyler Forks, Upper Bad River, and White River. Due to the large size of the secondary SWP area, Ashland's SWP program does not directly address issues and implementation measures in the secondary SWP area; however, it is important to acknowledge that these surrounding watersheds do have some impact on Ashland's source water quality, particularly when certain variables such as wind direction or circulation patterns in the bay are just right.

The Source Water Protection Committee includes representatives from primary and secondary SWP areas and recognizes the importance of working with all local units of government, tribes, organizations, and individuals in implementation of the Source Water Protection Program in both the primary and secondary SWP areas.

3.3 Impaired Waters List

Every two years, Section 303(d) of the Clean Water Act requires states to publish a list of all waters that do not meet water quality standards known as the Impaired Waters List. As of 2020, the water bodies in the primary SWP area listed as impaired are South Fish Creek, an unnamed tributary to South Fish Creek, Bay City Creek, and Maslowski Beach. Bayview Park Beach was listed previously but has been removed. The streams are impaired because of total phosphorus from rural and/or urban nonpoint source runoff. Maslowski Beach is impaired for E. coli. Additionally, Lake Superior is listed as impaired for PCBs and Mercury. Below is a table and a map of the listed impaired waters in the primary source water protection area. <https://dnr.wisconsin.gov/topic/SurfaceWater/ConditionLists.html>

County	Local Waterbody	Water Type	Waterbody Condition	Date Listed	Source Category	Pollutant	Impairment	Listings Status	TMDL Priority	Listing Condition
Ashland	Bay City Creek	RIVER	Category 5A	4/1/2016	PS/NPS	Total Phosphorus	Degraded Biological Community	303d Listed	Low	TMDL Needed (5A)
Ashland	Chequamegon Bay (Ashland Coal Tar Site)	BAY/HARBOR	Category 5A	4/1/1998	Contam. Sed.	PAHs	Chronic Aquatic Toxicity, PAHs	303d Listed	Low	TMDL Needed (5A)
Ashland	Maslowski Beach, Lake Superior	GREAT LAKES BEACH	Category 5A	4/1/2016	PS/NPS	E. coli	Recreational Restrictions Pathogens	303d Listed	Low	TMDL Needed (5A)
Bayfield	South Fish Creek	RIVER	Category 5P	4/1/2016	PS/NPS	Total Phosphorus	Impairment Unknown	303d Listed	Low	Phosphorus Listed (5P)
Bayfield	Unnamed Trib to S Fish Creek	RIVER	Category 5P	4/1/2016	PS/NPS	Total Phosphorus	Impairment Unknown	303d Listed	Low	Phosphorus Listed (5P)

Table 1: Impaired Waters 2020

CATEGORY 5 (IMPAIRED WATERS) SUBCATEGORIES

Sub-category	Description	Key Defining Factor
5A	Available information indicates that at least one designated use is not met or is threatened, and/or the anti-degradation policy is not supported, and one or more TMDLs are still needed. This is the default category for impaired waters.	TMDL needed. Default subcategory.
5B	Available information indicates that atmospheric deposition of mercury has caused the impairment and no other sources have been identified.	Mercury only.
5C	Available information indicates that non-attainment of water quality standards may be caused by naturally occurring or irreversible human-induced conditions.	Natural or irreversible conditions.
5P	Available information indicates that the applicable total phosphorus criteria are exceeded; however, biological impairment has not been demonstrated (either because bioassessment shows no impairment or because data are not available).	Phosphorus only.
5W	Pollutant/impairment a low priority for a TMDL because the impaired water is included in a watershed area addressed by at least one of the following WDNR-approved watershed plans: adaptive management plan, adaptive management pilot project, lake management plan, or Clean Water Act Section 319-funded watershed plan (i.e., nine key elements plan).	Alternative cleanup plan.

Table 2: Breakdown Of Impaired Waters Subcategories

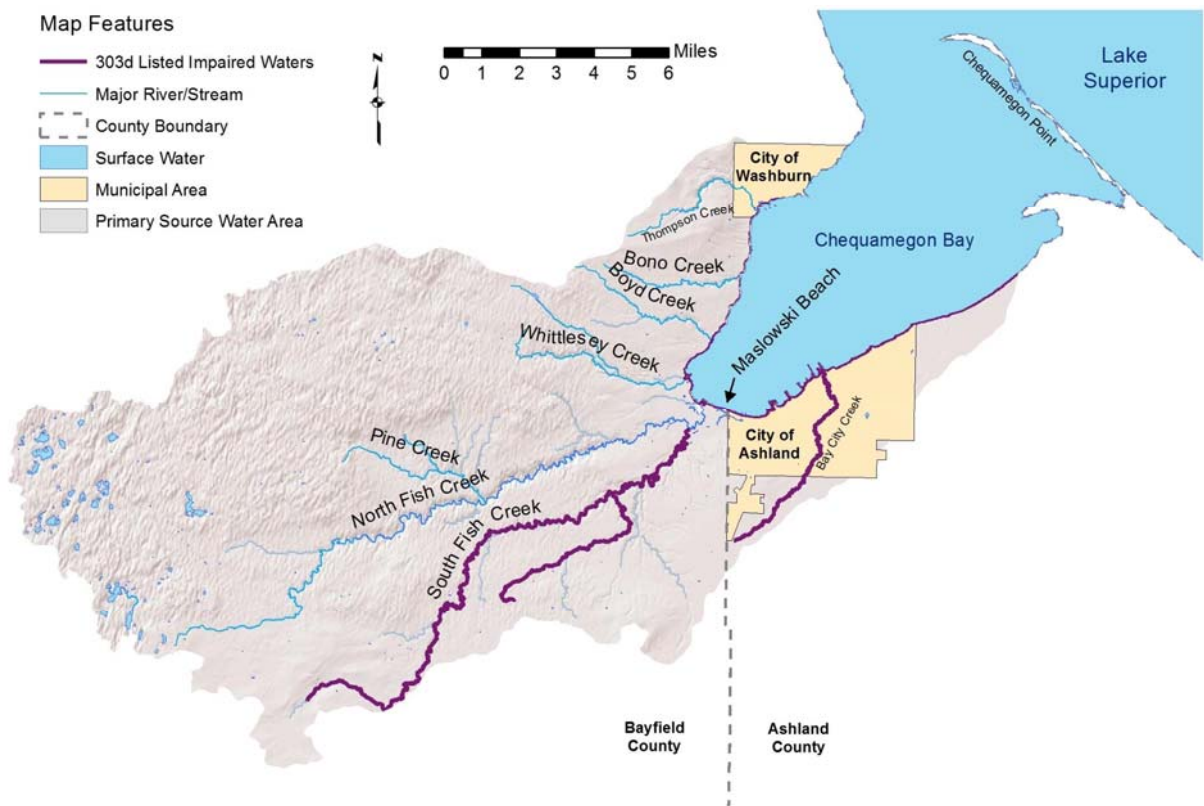


Figure 4:Map Of Listed Impaired Waters

SUBJECT: Approve an Ordinance to Amend Chapter 51 City Council Procedure, Ashland City Ordinances to Allow for City Council and Committee of the Whole Meetings to be Held both Virtually and In-Person (*Approved unanimously at COW 7-27-2021*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Council President
City Attorney

EXHIBITS: 1. Proposed Ordinance

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

At their July 27, 2021 Committee of the Whole meeting, Council held discussion for both City Council and Committee of the Whole meetings to be held so that attendance is allowed virtually, in-person, or both. An amendment to Chapter 51, City Council Procedure, was approved to move to the Council agenda.

The body of the Chapter shall include:

Ashland City Council and Committee of the Whole shall have the ability to meet in person, virtually, or hybrid (in-person and virtually at the same time). The public has the ability to attend virtually or in person and the ability to speak during public participation period via either method. Virtual attendance is achieved using a designated conferencing program as determined by the City Clerk as the sole method of engagement and attendance other than being in person.

The attendance of any member of the council, in-person or virtually, shall count towards a quorum of such council and that member shall have the full authority to engage in discussions and vote as if they were

physically present at the meeting.

The expectation of any member of Council is to attend a meeting in person unless the following conditions apply:

- An Emergency Order by any federal, state, or local authority discourages in-person gatherings or travel.
- Other responsibilities remove a member from the region prohibiting in-person attendance,
- Medical precaution due to health concerns, illness or diagnosis.

Reasonable notice of virtual attendance shall be given to the City Clerks office based on technology needs. If notice is not given with adequate notice, members shall be counted as absent unless physically present at the meeting.

Closed Session – If a closed session item is on any agenda, virtual attendance is not an option unless a Federal, State, or local order discourages in-person gatherings or travel.

Definitions

Virtual attendance – Being physically unable to attend a meeting in person and using a designated conferencing program as determined by the Clerk as the sole method of engagement and attendance.

The Committee of the Whole approved unanimously to make suggested changes and move the item for formal approval at the next Council meeting.

Sequential Ordinance No. 2021-1949

Chapter No. 51 (1814)

ORDINANCE TO AMEND CHAPTER 51 (1814) CITY COUNCIL PROCEDURE, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of August 10, 2021 for the purpose of amending Chapter 51 (1814) in order to allow for virtual, in-person, and hybrid meetings.

SECTION I:

51.03 shall be amended to read:

(e) Ashland City Council and Committee of the Whole shall have the ability to meet in person, virtually, or hybrid (in-person and virtually at the same time). The public has the ability to attend virtually or in person and the ability to speak during public participation period via either method. Virtual attendance is achieved using a designated conferencing program as determined by the City Clerk as the sole method of engagement and attendance other than being in person.

The attendance of any member of the council, in-person or virtually, shall count towards a quorum of such council and that member shall have the full authority to engage in discussions and vote as if they were physically present at the meeting.

The expectation of any member of Council is to attend a meeting in person unless the following conditions apply:

- a) An emergency Order by any federal, state, or local authority discourages in-person gatherings or travel.
- b) Other responsibilities remove a member from the region prohibiting in-person attendance.
- c) Medical precaution due to health concerns, illness or diagnosis.

If a closed session item is on any agenda, virtual attendance is not an option unless a Federal, State, or local authority discourages in-person gatherings or travel.

Reasonable notice of virtual attendance shall be given to the City Clerk's office based on technology needs. If notice is not given with adequate notice, members shall be counted as absent unless physically present at the meeting.

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: August 10, 2021

PUBLISHED: August 13, 2021

Kevin Haas, Councilperson

ATTEST:

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Contract with M3 Insurance Solutions, Inc. as the Broker of Record for Employee Benefits, and for the Human Resources Director to Enter into Negotiations for Employee Health Insurance Benefits (*Human Resources*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Human Resources

CLEARANCES: City Administrator

EXHIBITS:

1. Benefit Broker RFP
2. M3 Insurance Solutions Inc Proposal
3. M3 Insurance Solutions Inc Proposal - Appendix

EXPENDITURES REQUIRED: TBD through 2022 Budgeting

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on August 2, 2021 that M3 Insurance Solutions, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 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:

SUMMARY STATEMENT:

On April 28, 2021 the City put out an Request for Proposal (RFP) regarding employee benefit insurance and property and casualty insurance for the City of Ashland. The City currently works with the Great Lakes Insurance Agency and have been for approximately 15 years. In order to secure the best services and benefits, explore additional expertise, and ensure regulatory compliance the City should put out an RFP on a periodic basis. We received 5 responses to the RFP from the following brokers:

- M3 Insurance Solutions Inc
- Great Lakes Insurance Agency
- Spectrum Insurance Group LLC
- Gallagher Benefit Services

- Cottingham & Butler Benefits & Risk Management Consulting

A selection committee was assembled consisting of the City Administrator, the City Clerk, the Public Works Administrative Manager, and the Human Resources Director. After the committee reviewed the proposals, three brokers were selected for a virtual interview; Great Lakes Agency, M3 Insurance, and Cottingham & Butler.

The Human Resources Director is requesting approval to negotiate with M3 Insurance Solutions, Inc. for employee benefits including medical insurance coverage.

4/28/2021

Insurance Broker Request for Proposal

RFP#: 2021-001

Find yourself next to the water.



City of Ashland, Wisconsin

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

Request for Proposal

RFP#: 2021-001

The City of Ashland is interested in seeking proposals from qualified brokerage firms or companies to provide broker services for the City. The City of Ashland, Wisconsin requests interested parties to submit proposals for the above referenced Request for Proposal.

Scope of Work

Overview The City of Ashland seeks qualified benefit brokers with demonstrated experience in provided broker services as identified in the City's scope of work, which is attached, as Attachment A, and shall be incorporated into this RFP by this reference.

Due Date/Time

4:00 PM (CST) on Friday, May 14, 2021. The City of Ashland – Human Services Department must receive proposals no later than said date and time. Proposals received after such time will be returned unopened. Responses may be emailed to jboulley@coawi.org or can be mailed or hand delivered to the City of Ashland, ATTN: Human Resources, 601 Main Street West, Ashland, WI 54806. Questions received after May 5, 2021 may not be answered.

Response Requirements & Format

All costs for developing proposals in response to this RFP are the obligation of the submitting Broker/Firm and are not chargeable to the City. All proposals and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent. Proposals cannot be withdrawn after the published close date.

Response Requirements

1. Executive Summary & Approach - Summarize your firm's qualifications and special expertise in performing the type of services identified in the City's scope of work. Include a conceptual plan to structure the City of Ashland's program (i.e., consolidation of packaging of policies, layering and financing techniques), a brief assessment of the current program, proposed alternative program, and rationale for your proposed plan.
2. Pricing Methodology - Provide itemized price/fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of Wisconsin State sales tax and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The City is seeking firm fixed, three-year term pricing for the initial term of its contract. Renewal options may be eligible for adjustment at the current CPI-W rate in effect at the time of renewal. If proposing an alternative pricing structure, your proposal must include evidence of price protection for the City over the expected three year term of the contract plus any agreed to extension.
3. Qualifications & Experience – Describe your firm's qualifications and staff experience in providing broker services similar to the City's needs as identified in its scope of work for this project. Include a summary of your firm's premium volume for the past three years by the following types of coverage:

- a. Employee Benefits (Health and Dental - others as identified by the City)
 - b. Worker's Compensation
 - c. General Liability
 - d. Automobile Liability
 - e. Property
 - f. Excess Liability and all others
 - g. Also, for the most recent year only for each of the above coverages, an indication of the number of policies the premium volume represents. If your firm is a branch or subsidiary office of a national or multi-office firm, the above information must be provided for the local office only. Include summary biographies (or resumes) of key staff to be assigned to perform this work. Describe their experience relative to this type of work along with their primary duties/roles proposed.
4. A list of references (including contact name and telephone number) of at least three (3) recent or current clients of which are open to allow the City of Ashland to contact them for an appraisal of the services they are receiving from your firm. List of governmental accounts comparable to the City of Ashland should be specifically included. The City reserves the right to contact references without prior notification.
5. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
6. The City requires 0on of the following:
 - a. Electronic Copy, or
 - b. Three (3) printed response copies, unbound
 - c. Submissions must not exceed a total of 6 pages (please double side your pages) in length/content as identified above.
 - i. Company sales literature and staff resumes shall be attached to the response as an Appendix and do not apply against page count. In keeping with the City's environmental sustainability efforts, do not bind your proposal, nor include binders, report covers or unrequested indexing/divider pages. If providing a paper copies, use of recycled content paper is preferred.
7. Please provide proof of your Wisconsin Business Registration that includes your seller's permit number.
 - a. A statement indicating the number of calendar days your proposal shall be valid.

Selection & Award

All interested individuals are requested to provide a response containing all required elements herein to the City of Ashland at the stated address by the deadline given.

The City intends to enter into an agreement with the Broker/Firm who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria (receives the highest score) as determined by the City's selection committee.

Evaluation Criteria	Weight
Approach & Understanding: Demonstrate comprehensive understanding of the City's needs with respect to the coverage types and ability to establish and market an insurance program for the City of the size and nature as described in the City's scope of work	30 points
Return on Investment: Describe in detail the types of services/benefits your firm provides to clients around the following: • Underwriting • Compliance • Employee Communication • Wellness • Human Resources Assistance	30 points
Proposed Fees/Costs: Typical Broker Fee Percentage based on a contract for an employer comparable to the City of Ashland.	10 points
Qualifications: Demonstrate comprehensive understanding of the City's needs with respect to the coverage types and ability to establish and market an insurance program for the City of the size and nature as described in the City's scope of work	10 points
Experience: Description of the company's expertise and demonstration of ability to perform the identified services and competency of personnel to be assigned to the City's account.	10 points
References: Provide at least two examples of recent work performing services in similar size and nature to that of the City of Ashland.	10 points
Total	100 points

Upon selection of a Broker, the City intends to enter into a contractual agreement, which shall be used to secure these services. The initial term shall cover a three year period. Thereafter, the agreement may be renewed for two additional, three year terms under the existing terms and conditions by mutual agreement by the City and Broker/Brokerage Firm or Company.

The City of Ashland reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Ashland, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

Questions/Inquiries

Please direct any questions concerning this Request for Proposal, the City's requirements or its evaluation process to the agent listed below. No other City official or employee is empowered to speak for the City with respect to this acquisition. Any information obtained from any other source shall not be binding and may disqualify your proposal.

Jennifer Boulley, Human Resources Director
Contact Information: 715.685.1603 or jboulley@coawi.org
Mailing Address: 601 Main Street West, Ashland, WI 54806

ATTACHMENT A: SCOPE OF SERVICES

The broker selected pursuant to this request for proposal will be required to perform the services outlined below. Note: Current Insurance contracts can be made available upon request:

Scope of Work:

- A. Analyze Existing Insurance Program. Review and provide recommendations on all existing insurance contracts for the City of Ashland including, employee benefits (health and dental), general liability, automotive liability, property, worker's compensation, excess liability and all others.
- B. Marketing of Insurance Program. Organize data into presentation to underwriter; design most appropriate strategy to obtain desired coverage. Negotiate best terms of coverage and cost. Evaluate commitment and financial stability of underwriter. Draft policy wording to fit risk.
- C. Policy Wording. Verify policy and check for accuracy in compliance and specifications.
- D. Loss Reporting. Assist in the collection and tendering of losses to the underwriter.
- E. Risk identification. Assist in the identification and evaluation of loss exposure as requested, including comparative data regarding other public entities with the size and scope of the City of Ashland.
- F. Annual Report. Preparations of an annual report within 60 days after policy year end, including: schedule of policies in force, summarized by premium dollars; number of losses and dollar value of losses and commission/fee earned; new trends and developments; and proposed changes in the City of Ashland's programs.
- G. Marketing Strategy. Involvement in a marketing strategy meeting with the City of Ashland's staff prior to renewal activities. Conduct an analysis of the City of Ashland's exposure to loss, adequacy of current coverage and options for coverage and risk financing not presently in place.
- H. Marketing Results. Preparation of marketing reports, due 60 days prior to renewal (renewal agreements are expected to be in place no later than August 15 of each year), including a summary of markets approached; rating of top four markets; timeline of marketing, broker recommendations and rational.
- I. Accounting Service. Availability to handle normal day-to-day activities associated with the account, including consultation. Activities include, but are not limited to: service existing insurance policies by tendering losses, reviewing coverage issues, assisting the collection of losses, reporting values, issuing certificates of insurance as needed and processing policy changes, etc., in a timely manner.
- J. Communication. Schedule quarterly meetings with the City of Ashland to discuss loss control issues, exposure changes and general administrative matters.
- K. Meetings. Attend the City of Ashland meetings as requested.
- L. Special Projects. New projects of an external nature will be compensated on a negotiated fee, agreed to in writing, in advance of such project commencing.

Minimum Requirements:

- 1. Response to the scope of services and a description of how those services would be provided.
- 2. Information regarding the history and organization of the firm and personal history or résumé of key personnel particularly those who have been identified in the proposal as account executive(s) assigned to the City of Ashland's account.

3. A summary of the firm's premium volume for the past three years by the following types of coverage: Employee Benefits (health and dental), Worker's Compensation, General Liability, Automobile Liability, Property, Excess Liability and all others. Also, for the most recent year, only for each of the above coverage, an indication of the number of policies the premium volume represents. If the broker is a branch or subsidiary office of a national or multi-office firm, the above information shall be provided for the local office only.
4. **Return on Investment:** Describe in detail the types of services/benefits your firm provides to clients around the following:
 - a. Underwriting
 - b. Compliance
 - c. Employee Communication
 - d. Wellness
 - e. Human Resources Assistance
5. Specific evidence of the firm's experience in providing service for other insured's with coverage or programs similar to the City of Ashland, as well as a description of any special plans or underwriting procedures that have been used to serve other accounts.
6. A representative listing of other accounts the firm is serving, as well as an indication of whether the firm is willing to allow the City of Ashland to contact such accounts for an appraisal of the services they are receiving from the firm. Please include names, titles and telephone numbers for contacts. List of governmental accounts comparable to the City of Ashland should be specifically included.
7. Outline of a conceptual plan to structure the City of Ashland's program (i.e., consolidation of packaging of policies, layering and financing techniques), without approaching the market based on the information supplied in exhibits.
 - a. Include: Brief assessment of the current program, proposed alternative program, rational for proposal implementation plan.
8. An explanation of how the firm can support the special needs of a municipal government, including support for a self-funded program.
9. Information of the firm's experience in evaluating, developing alternative insurance.
10. A list of additional in-house services or specialties available (i.e., loss control) cost breakdown, scope of work and overview of available personnel for each area.
11. Please present detailed information of the firm's proposed fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of Wisconsin State sales tax and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The proposal should also include some means of price protection for the City of Ashland over the expected three-year term of the contract plus any mutual agreed to extension.
12. Provide an explanation of what distinguishes the services the submitting firm can provide from other brokerage offices.

1. Executive Summary & Approach

M3 is the largest privately-held agency in the state of Wisconsin. Our service-focused culture and commitment to independence puts us in the best position to partner with the City of Ashland on your employee benefits and property & casualty needs. **Our account executive retention rate is 95%**, meaning your City can count on consistent service and expertise throughout our partnership.

EMPLOYEE BENEFITS

M3's employee benefits division is staffed with the resources the City of Ashland needs in order to offer a forward-thinking, data-driven employee benefits plan. We have a risk management team that can advise the City on underwriting and data analytics, provide employee communication support, create wellness strategies, and consult on compliance needs specific to your organization.

PROPERTY & CASUALTY

M3's property & casualty division is equally set up to be an exceptional partner for the City of Ashland. Your proposed account team has specialized experience with government entities, and can tap into the resources of our education & government practice group to ensure the City is effectively and appropriately managing your risk. Our risk management team is comprised of specialized experts who can provide consultation in loss control, workers' compensation, experience modification rates, industrial hygiene, and even disaster response & recovery. Please see [Appendix 3.1](#) for a sample risk management strategy for the City of Ashland.

2. Pricing Methodology

M3 has a contract with most insurance carriers, and will accept standard commission, which usually does not increase premium. Ancillary coverages provide compensation without an increase in premium for other lines of coverage.

3. Qualifications & Experience

Please see our response to **Attachment A, Question 5**, in addition to [Appendix 1.4](#) for **premium volume information related to M3's Wausau office** and [Appendix 2](#) for **staff biographies**.

4. References

M3's Wausau office serves a mix of cities, schools, municipalities, and co-ops. About 75% of M3 Wausau's customer base is public sector, while 25% is comprised of private sector clients.

REFERENCES

- | | | |
|---|---|--|
| 1. ASHLAND COOPERATIVE EDUCATIONAL SERVICE
AGENCY CESA #12
Contact: Ken Kasinski
Title: Agency Administrator
Phone: (715) 682-2363
Address: 618 Beaser Avenue
Ashland, WI 54816 | 2. CITY OF WISCONSIN RAPIDS
Contact: Ryan Hartman
Title: Human Resource Manager
Phone: (715) 421-8215
Address: 444 W. Grand Ave.
Wisconsin Rapids, WI 54495 | 3. SEVASTAPOL SCHOOL DISTRICT
Contact: Kyle Luedtke
Title: District Superintendent
Phone: (920) 743-6282 Ext. 1103
Address: 4550 State Hwy 57
Sturgeon Bay, WI 54235 |
|---|---|--|

Attachment A: Scope of Services

1. Response to the scope of services and a description of how those services would be provided.

Your M3 team is capable of executing the scope of services listed in the City of Ashland's Request for Proposal. Employee benefits and property & casualty are each divisions of M3, with their own executive vice presidents, Rich Twietmeyer and Brad Reitzner respectively. At M3, we utilize a franchise model of business for both employee benefits and property & casualty, which allows our account teams to provide our clients full access to expert resources that understand their industry needs and local trends.

Our employee benefits and property & casualty divisions are integrated from top to bottom. Kristin and Kristi have dedicated service teams that work only on their clients, ensuring that you will receive a consistent level of service as a client. In addition, M3's employee benefits and property & casualty risk management expert resources are in regular communication with your account service team.

2. Information regarding the history and organization of the firm and personal history or resume of key personnel, particularly those who have been identified in the proposal as account executive(s) assigned to the City of Ashland's account.

M3 is a top 50 insurance broker and risk management firm in America. M3's people are an extension of your team, providing world-class resources to help you manage risk, purchase insurance, and provide employee benefits. M3 has been a broker since 1968, adding a formal employee benefits division in 1972. M3 is headquartered in Madison, Wisconsin, and has six additional locations: Milwaukee, Green Bay, Wausau, Eau Claire, Fond du Lac, and Rockford, Illinois.



*Business Insurance

COMPANY STRUCTURE

M3 is a privately held S-corporation with 44 shareholders who are current employees. M3 owners are actively involved in our business, and must sell their shares prior to retirement. Our stated objective is to remain privately held, so the people who own the business are actively engaged in serving clients of the firm. Please see [Appendix 2](#) for **resumes of the City of Ashland's proposed account teams.**

3. A summary of the firm's premium volume for the past three years by the following types of coverage: Employee Benefits (health and dental), Workers' Compensation, General Liability, Automobile Liability, Property, Excess Liability, and all others.

Please see our response to **Section 3: Qualifications & Experience.**

4. Return on Investment: Describe in detail the types of services/benefits your firm provides to clients around the following:

a. Underwriting

M3 staffs a team of underwriting advisors and an in-house actuary that assist our clients with utilizing data analytics to identify loss drivers, model plan designs, spot gaps in care, and more. See [Appendix 3.5-3.8.](#)

b. Compliance

M3's compliance team is comprised of two senior attorneys that conduct research on regulatory and legislative issues, analyze them, and break them down into plain, easy-to-understand language to assist with your compliance efforts.

c. Employee Communication

M3 staffs a director of communications that assists our clients with employee communications strategies, creating templates and guidelines for benefit communication throughout the year. In addition, this team assists with crisis communications in the event of a catastrophic claim.

d. Wellness

M3's wellness consultant can help the City identify what wellness strategies best fit your population and benefits goals, to drive participation, control healthcare costs, and provide measurable results.

e. Human Resources Assistance

M3 leverages an HR content repository to provide relevant and recent resources to our clients in addition to the personalized support our senior compliance attorneys provide to your HR team.

Through this repository and our internal expertise, your account executives can provide you with templates for benefits communication and notices, handy HR forms, and more.

5. Specific evidence of the firm's experience in providing service for other insureds with coverage or programs similar to the City of Ashland, as well as a description of any special plans or underwriting procedures that have been used to serve other accounts.

WORK WITH MUNICIPAL GOVERNMENT ORGANIZATIONS

M3's education and government practice group works with over **145 local government entities**. Your City has unique needs - our knowledge, experience, commitment, and engagement within your industry provides you with peace of mind.

An **Education and Government Practice Group Overview** document is included in [Appendix 1.4](#) for more information on our key differentiators.

- More than 30 professionals dedicated to partnering with education and government clients
- On-staff compliance attorneys focusing on benefits compliance regarding ACA, COBRA, HIPAA, and more
- Risk management and data analytics staff to guide benefit decisions
- Wellness and employee engagement professionals
- **Ted Hayes, Senior Risk Manager**, with 30+ years of experience developing and implementing loss control plans, programs, active shooter training, and more specifically for education and public entities

EMPLOYEE BENEFITS

M3 offers employers a unique renewal analysis provided by M3 underwriting. The analysis will enable the City of Ashland to review approximately 8 other insurance companies and 25 other employer groups in comparison to the renewal provided by your current carrier. **This process enables us to negotiate on your behalf using data that exposes areas where insurance companies tend to overcharge.** Additionally, M3's underwriting team will provide employee contribution strategies, benchmarking reports, plan design change factors, and other data analysis.

PROPERTY & CASUALTY

Similarly to employee benefits, M3 provides risk management services that include claims management, loss trending and analysis, experience mod verification and unit stat card refiling, business continuity planning, and crisis response. Execution often involves on-site deployment of resources including in-person training. The result is a well-designed insurance and risk management program that contains costs, reduces liability, and keeps the City running safely and efficiently.

6. A representative listing of other accounts the firm is serving, as well as an indication of whether the firm is willing to allow the City of Ashland to contact such accounts for an appraisal of the services they are receiving from the firm. Please include names, titles, and telephone numbers for contacts. List of government accounts comparable to the City of Ashland should be specifically included.

Please see our response to **Section 4: References**. We are happy to provide additional references at your request.

7. Outline of a conceptual plan to structure the City of Ashland's program (i.e. consolidation of packaging of policies, layering and financing techniques), without approaching the market based on the information supplied in exhibits.

As the broker with the largest premium volume in Wisconsin with EMC Insurance, we're familiar with EMC's municipal coverage forms and confident in EMC's claims handling abilities. However there are opportunities for improvement with the City's current program through potential policy consolidation, increased property and auto deductibles, and enhanced cyber coverage. If selected as your broker, M3 would explore options to consolidate all lines of coverage with one carrier to gain premium leverage and motivate pricing flexibility for packaging with one carrier. The number of carriers willing and capable of providing coverage for municipalities is limited, but M3's dedication and experience in the public entity space means we have strong relationships with these carriers. Additionally, we would investigate the premium savings to increase property and auto deductibles to higher levels and provide an analysis of the financial impact compared to prior losses. We would also provide options for enhanced cyber coverage to better protect the City in the event of a cyber extortion attack. Lastly, but most importantly, M3 would partner with the City to design and execute a pro-active risk management plan focusing on loss drivers, and decreasing the City's work comp experience mod factor (currently at 1.16) to bring it under 1.00 and consistently stay below 1.00. A lower experience mod directly translates into savings on the City's work comp premium along with providing a safe work environment for employees. See [Appendix 3.1](#) for a sample risk management plan and services.

8. An explanation of how the firm can support the special needs of a municipal government, including support for a self-funded program.

M3 has been offering employee benefit and property & casualty services for over 50 years. M3 is typically the largest or one of the largest distribution partners for all of the major insurance carriers in the state, as well as a leading agency in working with government entities. M3 has a robust risk management team that leverages our unparalleled dataset into useful, digestible deliverables for our clients to help them understand how their benefits are positioned locally. Our depth of experience provides a wealth of knowledge with regard to both fully-insured and our nearly 200 self-funded clients, as well as the transition from fully-insured to self-funding, captives, co-ops, and trusts.

C2 SOLUTIONS - NATIONAL REACH WITH A LOCAL TOUCH

M3 is part of a strategic, equal equity partnership of like-minded brokers located throughout the country. C2 brings the following benefits to its member firms and consultants:

- Buying power and negotiating strength equal to the **5th largest employee benefits agency in the country** by volume of premium placed in the areas of stop loss, ancillary benefits and pharmacy
- National footprint of offices from coast to coast
- **Stop-Loss:** M3's C2 edge includes an option for a 2-year stop loss contract based on a pre-negotiated chart, called the C2 Planned Renewal.
- **Ancillary:** Some of the best ancillary carriers provide preferred pricing and/or enhanced contract language for our clients.

9. Information of the firm's experience in evaluating, developing alternative insurance.

To determine the solutions that are most impactful to your population, we first analyze the culture of your organization. Once those results are received, we bring forward a broad menu of solutions for you to consider that will drive towards a pre-defined objective within your benefits strategy.

Based on your organizational goals, M3 will assess your risk tolerance to evaluate alternative funding arrangements, such as self-funding and alternative payment models. A financial analysis and risk assessment will be completed to help guide the decision making process.

M3 will work with your team to regularly evaluate benefits and provide summaries of new programs and products for your review. Our goal is to support our clients in providing a benefits package that meets the needs of your City and employees, while maintaining the integrity of the benefits program. We recognize that while cost containment is critical, benefits are also a highly emotional issue for employees and any proposed changes should be vetted so that repercussions are understood.

CLIENT IMPACT EXAMPLE: MID-STATE TECHNICAL COLLEGE

One of the large public sector clients we worked with to evaluate self-funding vs. fully-insured was Mid-State Technical College (MSTC). After having been fully-insured for a long time, it was becoming evident that the efforts on the part of the college to reduce costs were paying off, but they were indeed saving money for their insurance carriers – not necessarily for the college.

To determine if self-funding would correct the problem, we engaged M3's risk management team in forecasting what self-funding could do for the college. After providing an analysis, negotiating with TPAs, stop-loss carriers, and provider networks, we were able to make a recommendation that the college should transition to self-funding upon renewal. Several hundred thousand dollars were saved in insurance carrier costs and profits that first year, and the college has been self-funded ever since.

10. A list of additional in-house services or specialties available (i.e. loss control) cost breakdown, scope of work and overview of available personnel for each area.

Please see **Appendix 3.2 – 3.4** for a list of additional in-house services or specialties available.

11. Please present detailed information of the firm’s proposed fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of Wisconsin State sales tax and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The proposal should also include some means of price protection for the City of Ashland over the expected three-year term of the contract plus any mutual agreed to extension.

Please see our response to **Section 2: Pricing Methodology**.

12. Provide an explanation of what distinguishes the services the submitting firm can provide from other brokerage offices.

M3 brings top tier talent and expertise to our clients on a consistent basis. M3's status as an independent, employee-owned organization allows us to focus on the long term best interests of our clients, employees, and our community. We believe that, by investing in people and technology, we are able to offer the strongest service and risk management capabilities available.

By leveraging the in-house resources listed in this response, we are able to assist our clients in consistently meeting their short and long-term goals and objectives, and giving them the freedom to focus on what they do best. Through our strong understanding of regional and national insurance markets, years of experience consulting with employers, both fully-insured and self-funded, in-depth knowledge of wellness and employee communication, as well as a proven track record of consistent customer service and client retention, we feel no one will work harder for you than we will.

THE RIGHT PEOPLE

M3 has a team of experts that specialize in municipal government accounts. By building close relationships with the best insurance carriers and most knowledgeable underwriters, we're able to impact your City through sound insurance strategies and insights. As a result, you benefit from the experience, expertise and knowledge-sharing of a dedicated group of advisers keenly focused on your City.

SIZE AND STRENGTH

As a privately-held organization, we are able to bring the voice of our clients to our decisions about what resources to invest in. We are a regional firm with national leverage; our size and structure enables us to bring industry-leading contracts, pricing, subject matter experts, and resources. We can customize our resources to each of our clients to assist them in accomplishing their unique goals.

CARRIER PARTNERSHIPS

M3 maintains strong relationships with our top carriers and wholesale partners to ensure appropriate placement and up-to-date information for our clients on market conditions and trends. M3 is able to utilize the size of our organization as a catalyst to obtain the highest levels of coverage, service and creativity from our markets for our client base.

APPENDIX



1. Company Information





M3 Insurance Solutions, Inc.
828 John Nolen Drive
Madison WI 53713
T 608.273.0655 F 608.273.1725
www.m3ins.com

May 6th, 2021

City of Ashland
Attn: Jennifer Boulley
601 Main Street
Ashland, WI 54806

Ms. Boulley:

As requested in the request for proposal ("RFP") for the City of Ashland insurance program broker selection, please find our responses to items #5 and #7 below.

Response #5: In accordance with your request, please accept this signed letter as acknowledgement that the proposal being submitted is by M3 Insurance Solutions, Inc.

Response #7: Please see attached proof of incorporation issued by the Department of Financial Institutions for the State of Wisconsin. M3's seller's permit number is 456-0000016533-03.

Response #7a: This proposal shall be valid for one hundred and eighty (180) calendar days post the date of submission.

As an officer of the company, I, Zach Penshorn, attest to these statements and have the authority to do so.

We appreciate having the opportunity to participate in this RFP process and if there are any further questions or items we can assist with please let us know.

Sincerely,
M3 INSURANCE SOLUTIONS, INC.

A handwritten signature in black ink that reads 'Zach Penshorn'. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Zach Penshorn
Corporate Secretary and Vice President of Administration

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

M3 INSURANCE SOLUTIONS, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 13, 1970.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on May 06, 2021.

PATTI EPSTEIN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **297126-9F59647D**

PREMIUM INFORMATION FOR SECTION 3 OF RESPONSE TO REQUEST FOR PROPOSAL FOR THE CITY OF ASHLAND

INCLUDE A SUMMARY OF YOUR FIRM'S PREMIUM VOLUME FOR THE PAST THREE YEARS BY THE FOLLOWING TYPES OF COVERAGE. THE BELOW INFORMATION RELATES ONLY TO PREMIUM PLACED BY M3'S WAUSAU OFFICE.

Employee Benefits (Health and Dental – others as identified by the City)

- 2021: \$299,772,141 (293 policies)
- 2020: \$198,349,102
- 2019: \$176,904,471

Workers' Compensation

- 2021: \$6,745,605 (84 policies)
- 2020: \$7,048,247
- 2019: \$6,371,065

General Liability

- 2021: \$767,023 (92 policies)
- 2020: \$799,271
- 2019: \$677,540

Automobile Liability

- 2021: \$2,133,956 (533 policies)
- 2020: \$1,699,678
- 2019: \$1,536,170

Property

- 2021: \$3,071,532 (90 policies)
- 2020: \$2,695,669
- 2019: \$1,866,184

Excess Liability and all others

- 2021: \$767,546 (437 policies)
- 2020: \$685,874
- 2019: \$616,473

AT A GLANCE

Specialized expertise doesn't happen overnight. M3's Education & Government Practice Group includes professionals with decades of experience working with Wisconsin municipalities. We focus our people and resources on helping you function safely and efficiently while achieving your goals. When you work with the Education & Government Practice Group, you bring on a team of dedicated advisors who will leverage M3 resources to design, implement, and manage risk solutions that are specific to your government organization.

Serving 145+
Local
Governments
and counting...

SPECIALIZED SERVICE SUPPORT FOR YOUR ORGANIZATION



Talent Attraction
and Retention



Facility Safety
& Security



Cyber Liability
Risk Management
Resources



Safety, Health &
Wellness Programs



Financial
Wellness



Highway & Street
Department Safety



Law Enforcement
Risk Management



Education
& Government

AT A GLANCE

INDUSTRY-SPECIFIC RISK MANAGEMENT

World-class expertise.



Employee
Communication



Compliance
reviews



Population health
management
analysis



Safety
audits

Powered By Team

Over **30 professionals** dedicated to partnering with public sector clients

Marty Malloy,
Director of Education & Government,
Property & Casualty
30+ years' public entity experience



Bec Kurzynske,
Director of Education & Government,
Employee Benefits
15+ years' public sector experience



Industry Association Partnerships

► **WMCA** - Wisconsin Municipal Clerks Association

► **PRIMA** - Public Risk Management Association

► **WPFLRA** - Wisconsin Public Employer Labor Relations Association

High-touch industry experts to serve you.



Ted Hayes,
Senior Risk Manager

30+ years of industry experience.

Facilitates security assessments and active shooter training.
Helps clients implement safety programs and risk strategies.



Chris Halverson,
Director of Disaster Response & Recovery

Responds quickly to tragic events, going above and beyond to make an in-person impact when clients need it most.



Jeff Christensen,
Director of Communication

20+ years of experience assisting organizations with crisis communications and media relations during high-profile, sensitive situations.

M3 ALSO STAFFS:

- Two dedicated compliance attorneys
- Industrial hygienist
- Claims specialists
- Worksite benefits advisors
- Wellness & employee engagement advisors



Individual
attention.

2. Account Team





Kristin Schmidt, MBA, GBDS

Account Executive

Employee Benefits

Kristin Schmidt is an account executive in the Eau Claire office of M3 Insurance. Specializing in employee benefits, Kristin coordinates ongoing service for clients to ensure that their coverage meets their needs. She consults with and advises clients about the design, implementation and management of their benefit programs.

Contact Information

Office: 715.930.1161
kristin.schmidt@m3ins.com



Education/Experience

Kristin holds a Bachelor of Science degree in human resource management from Metropolitan State University and most recently obtained a Masters of Business Administration from Cardinal Stritch University, in 2015. Prior to M3, she worked as a human resource generalist at a holding company and as an account manager at a Third Party Administrator. Kristin joined M3 in 2008.

Accreditations

Kristin is a licensed life and health insurance agent in Wisconsin and Minnesota. She stays current with insurance coverage and trends by taking part in continuing education programs. Additionally, Kristin has her Professional Human Resource Management (PHRM) certificate.

Community Impact

Kristin is an active member of her community and serves the area in many ways. Currently, she is the outgoing Chair for the Greater Chippewa Valley United Way's Emerging Leaders Program and the Co-Chair for the United Way Annual Golf Outing. She works with the Eau Claire Chamber, including chairing the Leadership Eau Claire program for 2018-2019. In addition, Kristin participates on the Editorial Board for the Chippewa Valley Business Report and serves as a Board Member for American Red Cross-Northwest WI Chapter. She is an alumna of the non-profit organization Up With People and continues to be an active member of their alumni association. Kristin has been a member of the M3 Community Impact committee since 2012, and serves as a board member of the M3 Foundation.



Contact Information

Office: 715.930.1164
Melissa.Seyffer@m3ins.com



Melissa Seyffer, GBDS

Account Manager

Employee Benefits

Melissa Seyffer is an account manager in the Eau Claire office of M3 Insurance. Specializing in employee benefits, Melissa's primary role is to support the agency's efforts to build and maintain positive client relationships. She helps meet clients' service needs by preparing proposals and processing new business and renewals. Melissa also assists with policy changes and resolving questions about claims, billing and compliance issues.

Education/Experience

Melissa worked as a Healthcare Effectiveness Data and Information Set (HEIDIS) performance quality specialist at Group Health Cooperative from 2007-2014. In this role, she helped perform outreach to ensure good outcomes in disease management to increase quality metrics. Following this, she was an employee benefits account executive and privacy officer at Spectrum Insurance Group from 2014 - 2018. Melissa began her career with M3 in December 2018.

Accreditations

Melissa is a Wisconsin licensed agent in health and life insurance. She is certified as a Worksite Benefits Consultant and received her GBDS (Group Benefit Disability Specialist) designation in June 2019.

Community Impact

Melissa is a patient advocate at Chippewa Valley Free Clinic, ensuring that patients are getting signed up for insurance with ease. She is also a member of the Eau Claire County Humane Association and is the retention chair for the Chippewa Valley Walk to End Alzheimer's.



Clara Gruber

Account Specialist

Employee Benefits

Clara Gruber is an account specialist in the Eau Claire office of M3 insurance. Specializing in employee benefits, Clara's primary role is to support the agency's efforts to build and maintain positive client relationships. In this role, she assists in preparing proposals and ensuring data integrity while processing renewal and enrollment information.

Clara received her Bachelor of Science degree in secondary mathematics education from the University of Wisconsin-Eau Claire in 2018. She worked part time in education before beginning her career with M3 in March 2020.

Clara is a Wisconsin licensed accident, health and life insurance agent.

While in college, Clara participated in the UW-Eau Claire Math Club and volunteered with the Eau Claire Area School District Title 1 Reading Partnership program.

Contact Information

Office: 715-930-1166
clara.gruber@m3ins.com





John Preuss, GBDS

Partner, Senior Account Executive

Regional Sales Lead - Wausau & Eau Claire Market

Contact Information

Office: 715.849.5512
john.preuss@m3ins.com



John Preuss is a partner and senior account executive working in the Wausau office of M3 Insurance. His primary role is to place and service employee benefit insurance products. In this capacity, John consults with and advises clients about the design, implementation and management of their benefit programs. He specializes in large employer health insurance on both a self-funded and fully-insured basis. John also serves as M3's director of employee benefits-Wausau and Eau Claire markets. As such, he works closely with other members of the M3 Wausau and Eau Claire teams to identify and acquire new business, implement go-to-market strategies, and build strong partnerships with key business leaders, insurance companies and community organizations.

John graduated from the University of Wisconsin-Stevens Point with a Bachelors of Science degree in american studies. He was a marine reservist and served on active duty during the Persian Gulf War. Shortly thereafter, John began his career in insurance and employee benefits. He held positions as a regional sales director at Blue Cross Blue Shield and as an account executive at Security Health Plan before joining M3 in 2005.

John is a Wisconsin licensed health, life, and property and casualty insurance agent. He is a member of the Wisconsin Association of Health Underwriters (WAHU). John also earned the Group Benefit Disability Designation (GBDS).

John is a leadership graduate in the Wisconsin Rapids Area Chamber of Commerce and a member of the Rudolph chapter of the American Legion.



Kristi Kulas, CIC, CRM

Account Executive

Property & Casualty

Kristi Kulas is an account executive in the Wausau office of M3 Insurance. Specializing in property and casualty insurance with a focus on manufacturing & distribution, education & government, and food & agriculture groups, Kristi partners with her clients on the implementation of their risk management programs and ensures their insurance coverages continue to meet their changing needs.

Contact Information

Office: 715.849.5513
kristi.kulas@m3ins.com
Add to Contacts



Kristi earned a Bachelor of Science degree in business from Edgewood College. While an undergraduate, Kristi interned for a year at M3 and found her niche within the property and casualty practice. In 2006, Kristi joined M3 as a support specialist. She was promoted to account manager in 2008, account executive in the small market practice group in 2016, and transitioned into her current role in January 2020.

Kristi is a Wisconsin licensed property and casualty insurance agent. She has earned her Certified Insurance Counselor (CIC), and Certified Risk Manager (CRM) designations. Kristi is also a HACCP (Hazard Analysis and Critical Control Points) certified individual having completed the training in 2017.

Kristi serves on the Associate Division Board for the Wisconsin Potato and Vegetable Growers Association. Kristi is also a member of the United Way of Marathon County Emerging Leaders and Women United.



Katie Johnson, CIC
Account Manager
Property & Casualty

Katie Johnson is an account manager in the Madison office of M3 Insurance. Specializing in property and casualty insurance, she supports the agency's efforts to build and maintain strong client relationships. Katie meets the service needs of clients by preparing and presenting proposals, processing new business, renewals and change requests and resolving claims and billing issues.

Contact Information

Office: 608.288.2845
katie.johnson@m3ins.com



Education/Experience

Katie graduated from the University of Northern Iowa in 2012 with a Bachelor of Arts in physical education. Katie began her insurance career in 2015 as an account manager at Murphy Insurance Group/Hub International. Prior to M3, she was an assistant golf professional at the Legend at Bristlecone. Katie joined the M3 team in January 2017 as a support specialist and served in that role until December 2017, when she was promoted to her current role.

Accreditations

Katie is a licensed property & casualty insurance agent in the state of Wisconsin and designated as a Certified Insurance Counselor (CIC).



Tiffani Xiong

Account Specialist

Property & Casualty

Tiffani Xiong is an Account Specialist in the Madison office of M3 Insurance. Specializing in property and casualty insurance in the Education and Government practice group, she supports the agency's efforts to build and maintain client relationships. Tiffani meets clients' service needs in a variety of supportive roles that include preparing proposals, processing renewals and policy changes, and resolving billing problems.

Contact Information

Office: 608.288.2984
tiffani.xiong@m3ins.com



Education/Experience

Tiffani began her insurance career in 2012 at Wisconsin Reinsurance Company as an Administrative Assistant for Personal Lines. She then went on to become a customer relations specialists at the ASU Group where she assisted with the transition of the Local Government Property Insurance Fund policies. She began her career with M3 in June 2018.

Accreditations

Tiffani is a Wisconsin licensed property and casualty agent.



Jesse Maas

Business Development Executive

Jesse Maas is a business development executive in the Wausau office of M3 Insurance. He educates the business community about M3 services, including insurance and risk management, employee benefits and retirement planning. Jesse assists customers and prospects during the sales process, presenting solutions and matching them with the appropriate service team to address their unique business insurance needs.

Jesse earned his bachelor's degree from the University of Wisconsin-Stevens Point in 2007. He began his insurance career as an account executive at The Insurance Center in 2011. In 2013, he joined River Valley Insurance as an account executive, and in 2016 his role was expanded to include strategic planning and staff development responsibilities. Jesse joined M3 in August 2017.

Jesse is a licensed agent for property and casualty insurance in Wisconsin, and is also HACCP (Hazard Analysis and Critical Control Points) certified, having completed the training in 2017. He is currently pursuing his Certified Insurance Counselor (CIC) designation.

Jesse is an advisory board member for Leading With Power of Wausau. He also an active member of Wausau Early Birds Rotary Club, and M3's Wausau United Way Committee. He volunteers his time in the classroom with Junior Achievement, and serves in volunteer and leadership roles at Wausau Alliance Church.

Contact Information

Office: 715.849.5518
jesse.maas@m3ins.com





Brian Meyer

Director of Risk Management Employee Benefits

Brian Meyer is a director of risk management at M3 Insurance. In this role, he oversees a specialized risk management team for M3's employee benefits services in the areas of data analysis, compliance, health promotions and wellness and employee communication. He also seeks out and evaluates new risk management tools and resources for the agency.

Brian earned a Bachelor of Science degree in business management from the Arizona State University in 2005. After graduation he began working as an underwriter at Cigna Healthcare in Phoenix, Arizona. He was soon promoted to operations manager and then underwriting director, a position he held until he moved to Madison in February of 2014, when he joined the M3 team.

Brian is a Wisconsin licensed health and life insurance agent.

Contact Information

Office: 608.288.2780
brian.meyer@m3ins.com





Karen J.W. Breitnauer, J.D.

Director of Employee Benefits Compliance

Karen Breitnauer is the director of employee benefits compliance at M3 Insurance. She is responsible for providing compliance information and guidance to clients through education and consultation. In her role she serves as the senior legal staff resource for public and private sector entities on specific compliance topics. Those topics include health care reform, COBRA, HIPAA, FMLA, ERISA and more.

Contact Information

Office: 608.288.2754
karen.breitnauer@m3ins.com



Education/Experience

Karen earned a Bachelor of Arts degree in history and political science from Concordia College in Moorhead, Minnesota and her Juris Doctor (J.D.) from the University of Wisconsin Law School. She began her insurance career with American Family Insurance in the legal and claims departments of the Madison and Milwaukee offices. In addition to her insurance experience, Karen practiced family law and was a sales representative for RIA and Dale of Norway, Inc. Before joining M3 in 2010, Karen was the compliance manager and HIPAA privacy officer at Dean Health Plan, Inc. During the past decade, she has focused on the compliance efforts of our clients. This includes group speaking engagements, creating proprietary educational materials and individual client compliance reviews. This included becoming the lead resource and an industry expert during the implementation of the Affordable Care Act (ACA).

Accreditations

Karen is licensed to practice law in Wisconsin and is a member of the State Bar of Wisconsin.

Community Impact

Karen engages in multiple professional groups, focusing on her legal expertise. She chairs the employee benefits subgroup of the Legal Counsel Working Group for the Council of Insurance Agents & Brokers (CIAB) and heads the Human Resources Committee at St. James Lutheran Church in Verona, Wisconsin.



Jeffrey A. Christensen

Director of Communications

Jeffrey Christensen is a director of communications based in the Madison office of M3 Insurance. In his role, Jeff serves as a strategic partner to the M3 sales and service teams. Working with clients, he assists organizations to develop thorough communication plans which address business objectives, multiple audiences, key messages, and effective tactics and timelines.

Contact Information

Office: 608.288.2751
jeff.christensen@m3ins.com



Education/Experience

Jeff graduated in 1996 from the University of Wisconsin-Stevens Point with Bachelor of Science degrees in Communication and Business Administration. He has more than 15 years of professional communication experience which includes: strategic communication, employee communication, crisis communication, executive communication, media relations, public speaking and communication audits/assessments. Jeff has experience working in public, private and not-for-profit industries of various sizes (100 to 30,000 employees). Before joining M3 in 2013, he was a Senior Communications Advisor for Aurora Health Care in Milwaukee, Wisconsin.

Accreditations

Jeff is a licensed life and health agent in the State of Wisconsin.



Tyler Stuntebeck, ACSM EP-C

Wellness Consultant

Tyler Stuntebeck is a Wellness Consultant at M3 Insurance. In his role, Tyler serves as a strategic partner to M3 sales and service by working with clients to develop comprehensive work-site wellness programs. He is responsible for partnering with vendors, carriers, and M3 sales and service to advise clients on the development of health and wellness strategies to meet client business objectives, and engage employees in healthier lifestyles.

Contact Information

Office: 608.288.2734
tyler.stuntebeck@m3ins.com



Education/Experience

Tyler graduated from the University of Wisconsin-Stevens Point with a Bachelor of Science (Double Major) in Health Promotion & Wellness and Spanish. Tyler began his career in Corporate Wellness at Lands' End. Prior to that, was employed at the UW Medical Foundation, YMCA of Dane County, and Dean Health Plan in a variety of roles. Tyler joined the M3 team in January 2017.

Accreditations

Tyler has received his Exercise Physiology Certification from the American College of Sports Medicine, and is also a Certified Health Coach through the American Council on Exercise. He is currently pursuing his Wisconsin Life and Health Insurance License.

Community Impact

Tyler volunteers his time at the Clean Lakes Alliance and the YMCA of Dane County.



Bryan Weber

Underwriting Advisor

Employee Benefits

Bryan Weber is an underwriting advisor in the Madison office of M3 Insurance. He specializes in employee benefits, supporting the agency's efforts to secure new business and strengthen existing client relationships. Bryan's work includes reviewing health plan costs and performance for renewals, developing and maintaining health plan performance reports, and annual funding forecasts.

Bryan received a Bachelor of Business Administration in actuarial science with a focus in risk management and insurance, from the University of Wisconsin - Madison. He began his career with M3 in June 2018 after working as an actuarial analyst and underwriter for Quartz for the previous 4 years.

Bryan is currently pursuing his Associate in the Society of Actuaries (ASA) designation with the Society of Actuaries.

Contact Information

Office: 608.288.2736
bryan.weber@m3ins.com





Ted Hayes, MSE, CSP

Senior Risk Manager

Ted Hayes is a Senior Risk Manager in the Wausau office of M3 Insurance. Specializing in property and casualty exposures, Ted consults with M3's business, school district and municipality clients to develop safety programs and risk management strategies. His areas of focus include manufacturing, schools, construction, and behavioral safety.

Contact Information

Office: 715.849.5517
ted.hayes@m3ins.com



Education/Experience

After receiving his Bachelor of Arts in occupational safety from the University of Wisconsin-Whitewater, Ted went on to earn a Masters of Science in Education (MSE) and ergonomics. He worked with Wausau Insurance Companies as a Safety Consultant for 24 years before joining M3 in 2009.

Accreditations

Ted has earned the designation of Certified Safety Professional (CSP) and is completing the Associate in Risk Management (ARM) designation. He is a member of the American Society of Safety Engineers. He has also served on the board of directors of the Wisconsin Association of School Business Officials (WASBO) and as a member of the WASBO Safety and Risk Management Committee.

Passion/Purpose

As a safety and security consultant with over three decades of experience, Ted is vigilant about asking tough questions and tracking the dangers of our ever-changing culture. He believes the key to keeping our schools and organizations safe lies in proactive action plans and in recognizing, reducing, and eliminating injury exposures and security threats— before bad things happen. Ted regularly serves as a featured speaker for both statewide and national organizations, including the:

- National Sheriffs Association
- National Association of Pupil Transportation
- Kansas Dare Officers Association
- Law Enforcement Training Network
- Wisconsin Attorney Generals Conference
- Wisconsin Company Counselors Association
- Wisconsin Association of School Boards
- Wisconsin Association of School Business Officials
- Wisconsin School Safety Summit

In 2001, Ted co-authored the book "Not In MY School! A Pro-Active Guide to School Violence Prevention" with Waukesha County (WI) Sheriff Bill Kruziki. Ted authored his second book, "If It's Predictable, It's Preventable – More than 2,000 Ways To Improve the Safety and Security in Your School" in 2014. He continues to author articles on school safety, security and violence prevention.



Chloe Steinbach

Claim Support Specialist

Property & Casualty

Chloe Steinbach is a claim support specialist in the Milwaukee office of M3 Insurance. Her primary role includes providing a desirable claims submission experience for M3 clients and being a claims team backup during times of need. She supports various risk management logistical needs through collaboration with senior claim specialists, the claims lead and the director of risk management.

Contact Information

Office: 414.978.1429
chloe.steinbach@m3ins.com



Chloe received a Bachelors of Business Administration with a minor in insurance and risk management from the University of Wisconsin - Oshkosh in 2018. She previously worked at Wisconsin Mutual Insurance and interned at Society Insurance in the property, auto, and liability claims department. She began her career with M3 in January 2019.

Chloe is a licensed Wisconsin property and casualty insurance agent. She is in the process of obtaining her Associate in General Insurance (AINS) and Chartered Property Casualty Underwriter (CPCU) designations.

In college, Chloe volunteered as the marketing and recruiting representative for Gamma Iota Sigma (GIS), the insurance, risk management, and actuarial fraternity/sorority at UW Oshkosh. She still serves on the GIS Alumni Council. She also currently volunteers for American Red Cross blood drives and has regularly volunteered at the VA Hospital's monthly Soldiers' Angels Ice Cream Social in the past.



Julie Hahn

Risk Management Support Specialist

Julie Hahn is a Support Specialist in the Milwaukee office of M3 Insurance. Specializing in property and casualty insurance, her primary role is to assist the Risk Management Team service their clients. Julie sets up claim reviews, provides workers compensation guidance, and assists the claims teams with special projects.

Contact Information

Office: 262.524.6017
julie.hahn@m3ins.com



Education/Experience

Julie earned her Bachelor's degree in Business Administration from St. Norbert College in 2006 and completed her Master's degree in Sport Management from Cardinal Stritch University in 2010. She began her insurance career in 2006 at United Heartland in the claims department. In 2012, Julie accepted a two-year NCAA Division III Ethnic Minority and Women's Internship Grant position in the athletic department of Carroll University. At the conclusion of her internship with Carroll, she returned to the insurance industry, joining M3 in 2014.

Accreditations

Julie is a Wisconsin licensed property and casualty insurance agent. She holds her Certified Insurance Service Representative (CISR) designation, and continues to take courses to keep her designation up to date.

Community Impact

Committed to giving back to the community, Julie participates in 5K runs benefiting various organizations including: Susan G. Komen Race for the Cure, Brigg's and Al's Run/Walk for Children's Hospital and Sweet Home Milwaukee for the Hunger Task Force.



Josh Preiser, MBA

Risk Management Analyst II

Property & Casualty

Josh Preiser is a risk management analyst II in the Wausau office of M3 Insurance. Specializing in property and casualty insurance, Josh's role is to review and analyze data on the performance of clients' workers' compensation programs. He generates M3's Risk Analysis Report (RAR), which analyzes a client's actual claims activity to effectively dispute an improperly assigned experience modification factor. This report is further used by the risk manager and the client for strategic planning and benchmarking. Josh also creates additional specialty reports on workers' compensation and other lines of coverage as needed.

Contact Information

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josh.preiser@m3ins.com
<https://www.linkedin.com/in/josh-preiser-mba-a6a1122/>



Josh earned a Bachelor of Science in economics in 2000 and a Master of Business Administration (MBA) in 2012 from UW-Oshkosh. He went on to gain professional expertise through technical and analytical roles in insurance and trust administration. He has also served as a financial advisor, counseling individuals and business owners on financial products and planning techniques. With over 15 years of insurance and financial services experience, Josh joined the M3 in October 2019

Josh is a licensed health and life agent in the state of Wisconsin.

3. Service Delivery



MINIMIZING RISK, MAXIMIZING SUCCESS FOR YOUR CITY

SAMPLE M3 INSURANCE MUNICIPAL RISK MANAGEMENT PLAN & SERVICES

Historically, your [Department of Public Works](#) will have the most significant frequency and severity exposure to claims from:

- Working in adverse weather conditions
- Working at elevations and in excavations/trenches
- Traffic exposure
- Use of powered equipment

Additionally, your [Police Department](#) will have the greatest severity exposure to claims from:

- Injuries sustained when apprehending an individual
- Gunshots
- Traffic accidents

Your [Fire Department/Emergency Medical Service](#) will have the next greatest severity exposure to claims from:

- Fire/Smoke
- Falls from elevation
- Traffic accidents

Risk Management Activity	Comments
Review frequency/severity of your workers' compensation, general liability, and auto liability claims	Determine where and what types of accidents/incidents are occurring Develop risk management plan to focus on those operations with greatest frequency/severity of claims
Involve municipal department heads in the risk management process	Periodic safety surveys focused on patient handling, manual material handling, slip/trip/fall, snow/ice removal Provide training resources based on loss exposures Ensure prompt accident investigations are being performed that focus on correcting unsafe acts and conditions
Focused safety surveys of municipal operations	Coordinate efforts with insurance company to focus safety surveys on loss drivers and accident exposures Focused on operations with greatest frequency & severity of claims Develop involvement & accountability protocols with department managers Focused on manual material handling & slip/trip/fall exposures
Hazard Awareness Training	An interactive training program that was developed using pictures of Wisconsin municipal employees to address the following exposures: ▪ Manual material handling & slip/trip/fall exposures ▪ Vehicle safety concerns ▪ Speed control & safe positioning of vehicles ▪ Exiting/entering vehicles safely ▪ Traffic barricading & flagging procedures ▪ Public liability concerns/Attractive nuisance exposures ▪ Personal protective equipment ▪ Complex traffic patterns on jobsites

Risk Management Activity	Comments
Review risk management controls associated with excavation & trenching operations	Excavation and trenching procedures (excavation sloping calculator)
Provide compliance training program resources	Bloodborne Pathogen, Lockout/Tagout, Confined Space Entry, Respiratory Protection, Hearing Conservation, Personal Protective Equipment, etc.
Zywave resources	Online training materials including municipal safety manual
Security audit of courthouse operations	Review security controls to reduce exposure to violence
Assist in the development of a municipal safety committee	Focus on accident reviews, training reviews, and prioritizing their risk management efforts on those exposures that present the greatest potential for frequency or severity of claims.
Review of municipal general liability concerns	Airports, festivals, parades, fireworks, facility use concerns, new construction concerns, snow/ice removal, sidewalk concerns, etc.
Review of municipal auto liability concerns	Review development of fleet safety manual, driver training needs/requirements, cell phone policies, etc.

FOR ADDITIONAL DISCUSSION, CONTACT:



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 1 Corporate Drive, Suite 600 | Wausau, WI 54401
 O: 715.849.5517 | C: 715.340.0755
ted.hayes@m3ins.com

In his role at M3 Insurance, Ted Hayes specializes in developing safety programs and risk management strategies for municipalities throughout the state.

800.272.2443 | m3ins.com



M3 PROPERTY & CASUALTY RISK MANAGEMENT

M3's Property & Casualty Risk Management Team is ready to draw on its 350 years of combined professional experience to serve your unique business needs.

This specialized team works closely with your primary M3 account service team to help you stay ahead of the unique risks your business faces every day.



CLAIMS MANAGEMENT

M3 works as your claims advocate, proactively facilitating the necessary steps, examining policy details to maximize your payout, and acting as an extension of your HR department.



LOSS CONTROL & PREVENTION

M3 helps you manage the health, safety, and environmental risks your business faces – before there's a problem. We sit down and talk with you so we can understand your business, your interests, and your risks. From there we empower you to successfully manage your exposures and provide risk management solutions that can help your business continue to prosper.



DATA ANALYTICS

M3 examines the data behind the rates to provide a qualified assessment of the programs and identify potential savings opportunities. We highlight and summarize the data most indicative of plan performance. Just as important, we present it in a format that's easy to understand and use, helping you convert the information into meaningful change.



LITIGATION MANAGEMENT STRATEGIES

M3's Compliance Attorney is dedicated to keeping you informed about state and federal laws that affect your business.

A Powerful Team

Industry-specific risk managers with specialized designations

20 years
average experience

350 years
combined experience

LOSS CONTROL SERVICES

M3 is able to bring best-in-class resources and analytics to the City of Ashland. We have made significant investments to provide our clients with the most advanced and complete risk management program available in the industry. Our goal is to fully understand each client's business and interests to empower them to successfully manage their exposures. M3's loss control professionals will evaluate your risks and provide risk management solutions to ensure that your business continues to move forward.

RISK MANAGEMENT LOSS CONTROL CONSULTING SERVICES

- Risk assessment/Risk control audits
- Facility surveys
- Regulation compliance
- Loss analysis
- Risk Analysis Report (RAR)
- Training programs
- Safety program development
- OSHA compliance consultations
- Business continuity planning

FLEET SAFETY LOSS CONTROL CONSULTING SERVICES

- Driver selection, training & motivational programs
- Accident investigation and analysis
- Driver review techniques
- Hazardous materials & handling reviews
- Regulation compliance audits

PROPERTY LOSS CONTROL CONSULTING SERVICES

- Special hazard evaluation
- Fire protection evaluation
- Life safety evaluations
- Physical security analysis
- Emergency procedures programs

EMPLOYEE SAFETY LOSS CONTROL SERVICES

- Employee training & orientation program audits
- Accident investigation
- Accident analysis
- Safety promotion
- Return-to-work programs
- Safety committee development and implementation
- Ergonomic evaluations
- 10-hour & 30-hour OSHA training programs

WORKERS' COMPENSATION RISK ANALYSIS REPORT

Although your M3 team works with many manufacturing clients and knows the industry extremely well, each organization differs in its culture. As we continue to learn about the City of Ashland, we can help uncover where to invest attention and resources to achieve cost savings. The tool we use to evaluate your workers' compensation losses is our Risk Analysis Report (RAR). The RAR is a benchmarking and diagnostic tool that we developed to evaluate your workers' compensation loss experience. The RAR analyzes the City of Ashland's workers' compensation performance and identifies loss trends over a three-year period.

LOSS FORECASTING

M3 can also conduct Loss Forecasting. Our data analytics team outlines detailed reporting by calculating reserve analysis, loss forecasts, payout schedules, and net present value analyses. M3 uses this information to negotiate collateral requirements, escrow requirements, and program terms with the insurance companies on behalf of our clients.

AT A GLANCE



FOUNDED IN
1968

M3 is a top 50 insurance broker and risk management firm in America.

We're leaders in the products we represent and the industries we serve. M3's people are an extension of your team, providing world-class resources to help you manage risk, purchase insurance, and provide employee benefits. And our focus on community builds better places to live and work.

Forward-Thinking

VISION:

M3 will be a top privately owned and independent insurance agency in the country by being **forward-thinking**, **client-driven** and **powered by team**.

MISSION:

M3 will remain privately owned and independent while delivering world-class expertise and individual attention that meets the unique needs and priorities of our clients, employees, industry partners and community organizations.

95.5%
CLIENT
RETENTION
RATE

OVER
\$1.5B
IN PLACED
PREMIUM
ANNUALLY

LARGEST
AGENCY IN WI
44
EMPLOYEE
SHAREHOLDERS



7
OFFICES

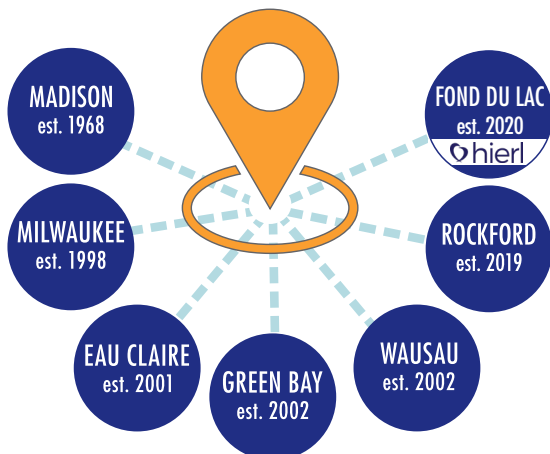


MORE THAN
300
EMPLOYEES

RANKED A TOP
50
BROKER IN
AMERICA*

CLIENT
ENGAGEMENT
SCORE
9.2
(OUT OF 1-10)

*Business Insurance



Client-Driven

From across the state, the country, and the world – our clients are segmented by industry, geography and size. This way, we can better identify and understand your needs and do more of what you want us to do.

LARGE ACCOUNTS

(500+ employees and/or \$500,000+ in commercial P&C premium)



(2-49 employees and/or up to \$100,000 in commercial P&C premium)

MIDDLE MARKET

(50-499 employees and/or \$100,000 - \$500,000 in commercial P&C premium)

Powered By Team

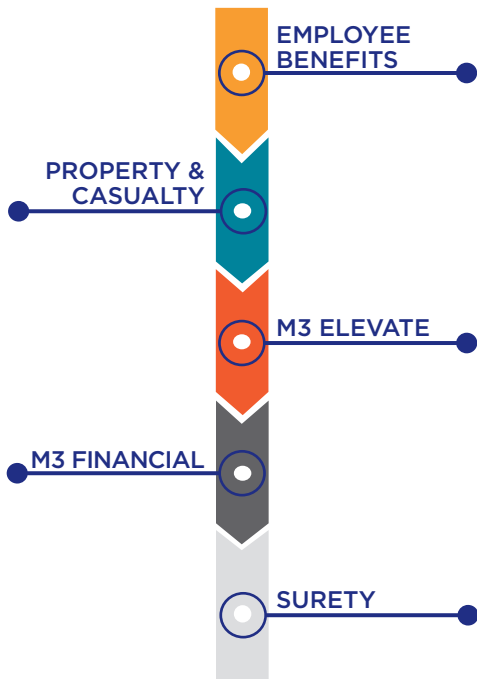
With M3, you have the support of a defined team of

TOP-TALENT PROFESSIONALS,

backed with the bench strength of

WISCONSIN'S LARGEST BROKER.

AT A GLANCE



DIVISIONS

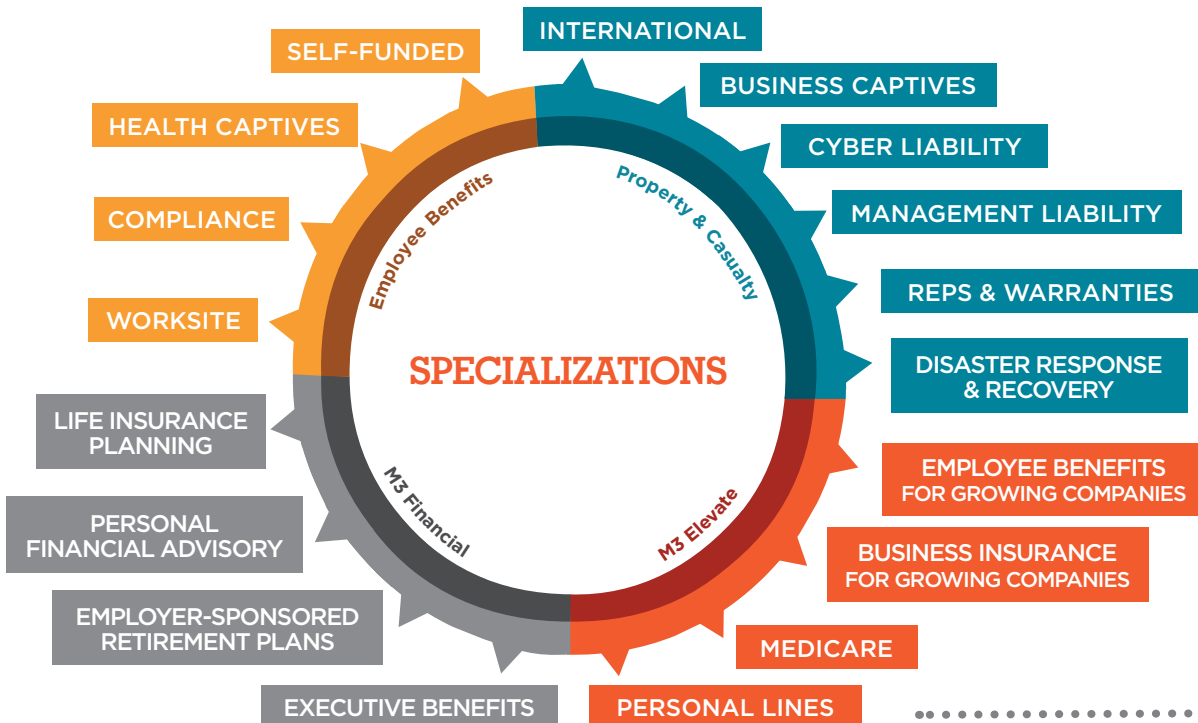
M3 offers insurance, risk management and employee benefits solutions for businesses and individuals.

INDUSTRIES

M3's industry practice group structure allows us to leverage the experience and knowledge of industry thought leaders to keep clients prepared and protected.



Our people specialize in particular areas of expertise to ensure clients get the very best guidance and resources available.



HEALTH PLAN PERFORMANCE MONITOR

Sample Group A

Current Plan Year Jan-2019 -- Dec-2019. Claims Paid through 12/31/2019



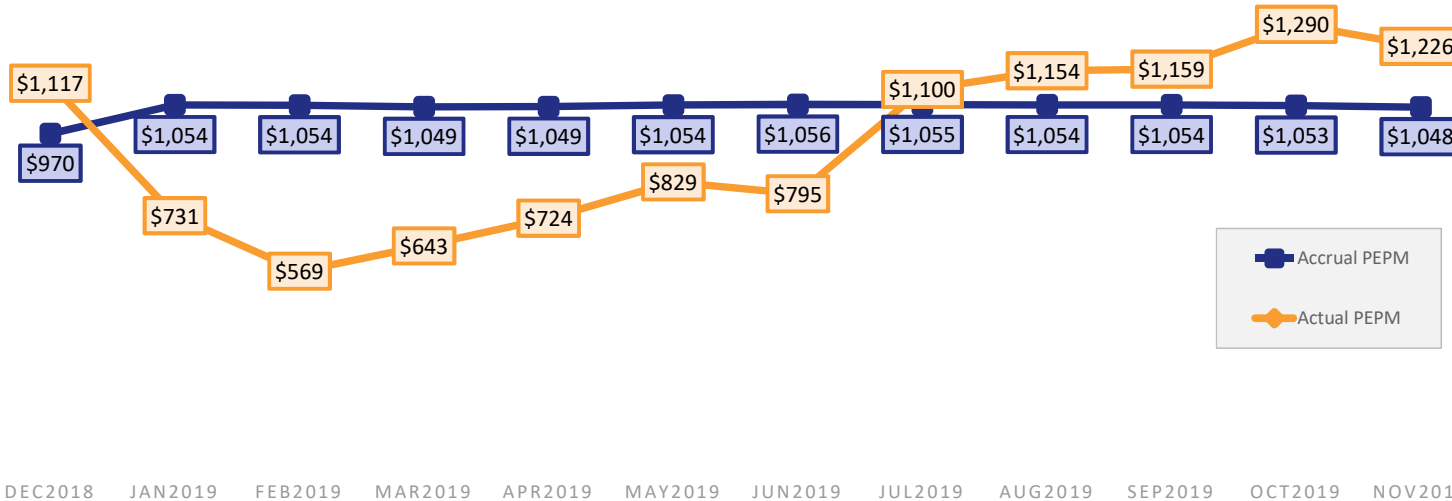
Plan Year to Date Funding Ratio	
88.1%	
Prior Month YTD	85.2%
Prior Year YTD	87.0%

Plan Year to Date Funding Difference (\$)	
\$1,057,925	
Prior Month YTD	\$1,194,938
Prior Year YTD	\$943,576

Cost Per Employee Per Year	
\$11,133	
M3 Benchmark	\$13,559
Prior Year YTD	\$11,624

Total Plan Cost	
\$7,852,352	
PEPM	\$927.74

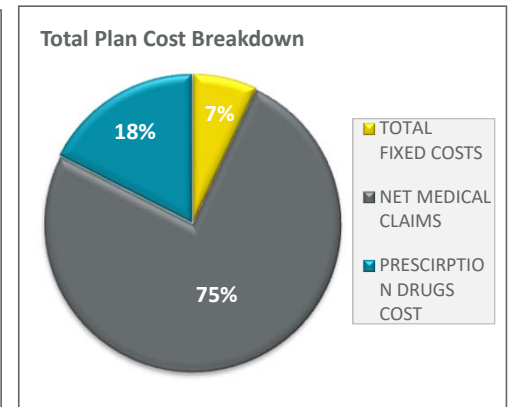
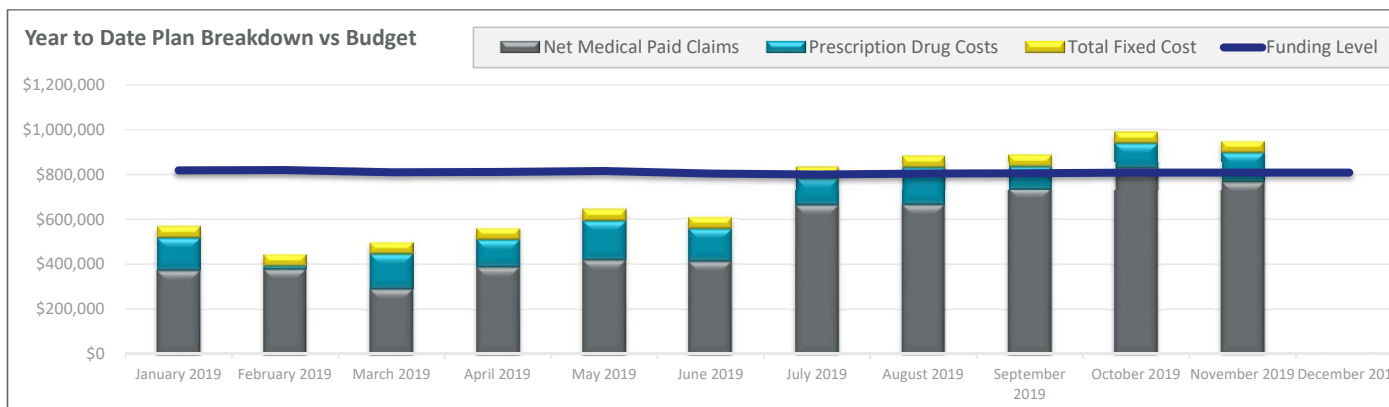
ROLLING 12 MONTH ACTUAL COSTS VS ACCRUAL BY MONTH



Net Medical Claims	
\$5,924,967	
PEPM	\$700.02

Pharmacy Claims	
\$1,374,935	
PEPM	\$162.45

Total Fixed Cost	
\$552,449	
PEPM	\$65.27



HEALTH PLAN PERFORMANCE MONITOR

Sample Group A

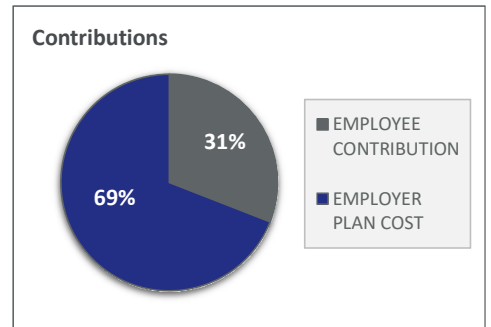
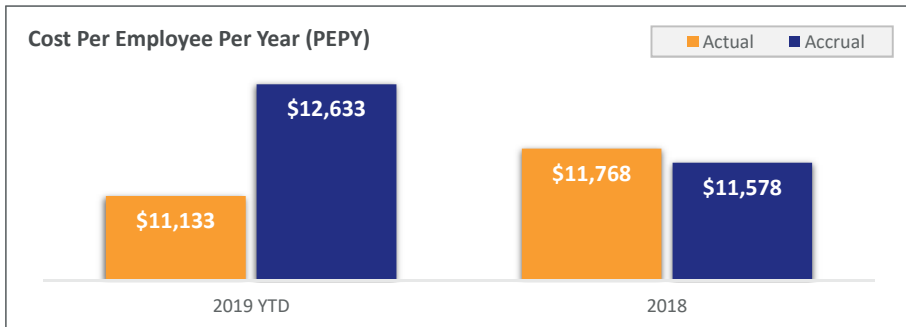
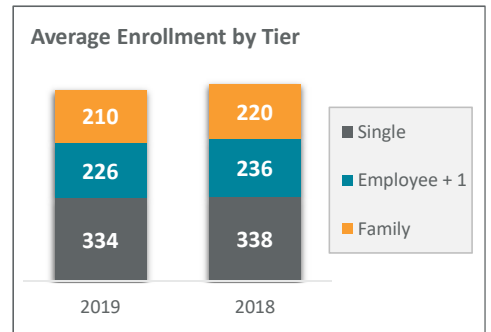
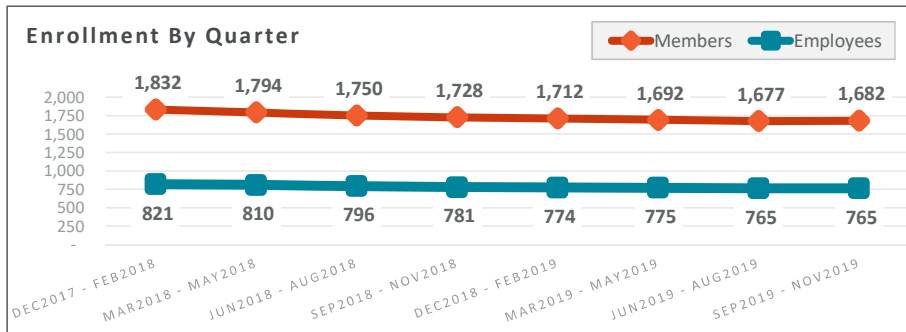
Current Plan Year Jan-2019 -- Dec-2019. Claims Paid through 12/31/2019

1. REPORT PARAMETERS

a. Medical Administrator:	UMR	Total Plan Costs:	\$7,852,352
b. Prescription Drug Administrator:	OptumRx	Projected Plan Costs:	\$8,910,277
c. Reinsurance Carrier:	QBE	Dollar Difference:	\$1,057,925
d. Specific Stop-Loss Deductible:	\$350,000	Funding Ratio:	88%
e. Aggregating Specific Deductible:	\$0		
f. Lasers (Yes/No)	No		
e. Laser Amounts			

2. PLAN EXPERIENCE

MONTH	TOTAL FIXED COSTS	VARIABLE COST		TOTAL VARIABLE COSTS	TOTAL PLAN COSTS	EMPLOYEE CONTRIBUTIO N	EMPLOYER PLAN COST	TOTAL CONTRACTS
		NET MEDICAL CLAIMS	PRESCRIPTION DRUGS COST					
January 2019	\$50,745	\$372,753	\$144,400	\$517,153	\$567,898	\$223,731	\$344,167	777
February 2019	\$50,790	\$378,181	\$13,506	\$391,686	\$442,476	\$223,643	\$218,833	778
March 2019	\$50,271	\$291,297	\$155,231	\$446,528	\$496,799	\$221,298	\$275,501	773
April 2019	\$50,309	\$388,251	\$120,921	\$509,172	\$559,480	\$221,273	\$338,207	773
May 2019	\$50,576	\$417,617	\$173,823	\$591,440	\$642,016	\$222,573	\$419,443	774
June 2019	\$49,941	\$413,036	\$143,566	\$556,602	\$606,543	\$219,590	\$386,953	763
July 2019	\$49,615	\$664,897	\$120,049	\$784,946	\$834,561	\$218,228	\$616,333	759
August 2019	\$49,866	\$664,685	\$166,130	\$830,815	\$880,681	\$219,031	\$661,650	763
September 2019	\$49,948	\$736,328	\$99,068	\$835,396	\$885,344	\$219,187	\$666,157	764
October 2019	\$50,162	\$827,792	\$112,446	\$940,238	\$990,399	\$219,764	\$770,635	768
November 2019	\$50,227	\$770,131	\$125,796	\$895,926	\$946,154	\$220,063	\$726,091	772
December 2019								
TOTALS	\$552,449	\$5,924,967	\$1,374,935	\$7,299,903	\$7,852,352	\$2,428,381	\$5,423,971	8,464
Prior Plan YTD	\$557,595	\$6,493,982	\$1,428,276	\$7,922,258	\$8,479,853	\$1,976,192	\$6,503,661	8,754



HEALTH PLAN PERFORMANCE MONITOR

Sample Group A

Current Plan Year Jan-2019 -- Dec-2019. Claims Paid through 12/31/2019

1. REPORT PARAMETERS

a. Medical Administrator:	UMR
b. Prescription Drug Administrator:	OptumRx
c. Reinsurance Carrier:	QBE
d. Specific Stop-Loss Deductible:	\$350,000
e. Aggregating Specific Deductible:	\$0
f. Lasers (Yes/No)	No
e. Laser Amounts	

TOTAL GROUP

2. PLAN EXPERIENCE

Month	FIXED COST			TOTAL FIXED COSTS	VARIABLE COST			TOTAL VARIABLE COSTS	TOTAL PLAN COSTS	ENROLLMENT CONTRACTS				TOTAL CONTRACTS
	Provider Network Fees	Admin. Fees	Stop Loss Premiums		Medical Paid Claims	Prescription Drug Costs	Paid Claims over Stop Loss Deductible			Single	Employee + 1	Child(ren)	Family	
January 2019	\$4,740	\$17,249	\$28,756	\$50,745	\$372,753	\$144,400	\$0	\$517,153	\$567,898	\$336	\$229		\$212	\$777
February 2019	\$4,746	\$17,272	\$28,772	\$50,790	\$378,181	\$13,506	\$0	\$391,686	\$442,476	\$337	\$228		\$213	\$778
March 2019	\$4,715	\$17,161	\$28,396	\$50,271	\$291,297	\$155,231	\$0	\$446,528	\$496,799	\$340	\$224		\$209	\$773
April 2019	\$4,715	\$17,161	\$28,433	\$50,309	\$388,251	\$120,921	\$0	\$509,172	\$559,480	\$339	\$225		\$209	\$773
May 2019	\$4,721	\$17,183	\$28,671	\$50,576	\$417,617	\$173,823	\$0	\$591,440	\$642,016	\$334	\$231		\$209	\$774
June 2019	\$4,654	\$16,939	\$28,348	\$49,941	\$413,036	\$143,566	\$0	\$556,602	\$606,543	\$327	\$229		\$207	\$763
July 2019	\$4,630	\$16,850	\$28,135	\$49,615	\$664,897	\$120,049	\$0	\$784,946	\$834,561	\$327	\$223		\$209	\$759
August 2019	\$4,654	\$16,939	\$28,273	\$49,866	\$664,685	\$166,130	\$0	\$830,815	\$880,681	\$329	\$223		\$211	\$763
September 2019	\$4,660	\$16,961	\$28,326	\$49,948	\$736,328	\$99,068	\$0	\$835,396	\$885,344	\$329	\$224		\$211	\$764
October 2019	\$4,685	\$17,050	\$28,427	\$50,162	\$827,792	\$112,446	\$0	\$940,238	\$990,399	\$332	\$224		\$212	\$768
November 2019	\$4,709	\$17,138	\$28,380	\$50,227	\$883,717	\$125,796	\$113,586	\$895,926	\$946,154	\$339	\$222		\$211	\$772
December 2019														
TOTALS	\$51,630	\$187,901	\$312,918	\$552,449	\$6,038,553	\$1,374,935	\$113,586	\$7,299,903	\$7,852,352	3,669	2,482	0	2,313	8,464

3. KEY INDICATORS

Average Single Enrollment:	334	Total Plan Costs:	\$7,852,352	Fixed Costs per Employee per Year:	\$783
Average Employee + 1 Enrollment:	226	Projected Plan Costs:	\$8,910,277	Variable Costs per Employee per Year:	\$10,350
Average Family Enrollment:	210	Dollar Difference:	\$1,057,925	Total Costs per Employee per Year:	\$11,133
Average Total Enrollment:	769	Funding Ratio:	88%		



Dental Plan Performance Monitor

Prepared for ABC Company

I. REPORT PARAMETERS

A. Dental Administrator: UMR

Monthly Rates used for Calculating Dental Premiums:

Single	\$40.93
Family	\$96.72

II. PLAN EXPERIENCE

Month	COST ANALYSIS		TOTAL PLAN COSTS	ENROLLMENT		TOTAL CONTRACTS
	Administration	Paid Claims		Single Contracts	Family Contracts	
March 2015	\$784	\$13,431	\$14,215	77	93	170
April 2015	\$793	\$9,386	\$10,179	77	95	172
May 2015	\$830	\$11,596	\$12,426	81	99	180
June 2015	\$807	\$12,464	\$13,271	79	96	175
July 2015	\$807	\$7,916	\$8,722	79	96	175
August 2015	\$811	\$9,879	\$10,691	79	97	176
September 2015	\$811	\$8,050	\$8,861	79	97	176
October 2015	\$821	\$13,812	\$14,633	81	97	178
November 2015	\$816	\$9,753	\$10,569	80	97	177
December 2015	\$816	\$9,097	\$9,913	79	98	177
January 2016	\$807	\$2,908	\$3,715	78	97	175
February 2016	\$793	\$19,211	\$20,003	76	96	172
TOTALS	\$9,695	\$127,502	\$137,197	945	1,158	2,103

III. KEY INDICATORS

Average Single Enrollment:	79	Total Plan Costs:	\$137,197
Average Family Enrollment:	97	Projected Plan Costs:	\$150,681
Average Total Enrollment:	175	Dollar Difference:	\$13,484
		Funding Loss Ratio:	91%
		Total Costs per Employee per Year:	\$783

3/18/2016



\$60,000 Specific Stop Loss Deductible - HCC Life

I. TREND ASSUMPTIONS

Medical Trend	7.0%	
Prescription Drug Trend	11.0%	
Blended Trend	8.0%	Represents blend of medical & Rx trend based on group experience
Renewal Date	07/01/20XY	12/30/20XY
Projection End Date	06/30/20XZ	12

II. HISTORICAL CLAIMS EXPERIENCE

EXPERIENCE PERIOD	8/2/20XX 02/01/XX -01/31/XY	8/2/20XW 02/01/XW -01/31/XX
Paid Medical Claims	\$1,591,552	\$1,529,169
Paid Prescription Drug Claims	\$618,449	\$412,875
Less Pooled Claims (@ \$60,000 Stop Loss Threshold)	(\$343,074)	(\$393,790)
Plan Change Adjustment Factor	1.0000	1.0000
Adjusted Paid Claims	\$1,866,927	\$1,548,254
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	\$1,866,927	\$1,548,254
Average Contracts ⁽¹⁾	406	337
Claims per Contract per Year	\$4,599	\$4,598
Trend to Midpoint (number of months)	17.0	28.9
Trend to Midpoint (trend factor)	1.1151	1.2035
Projected Claims per Contract per Year	\$5,129	\$5,533
Weight	70%	30%
Weighted Average Claims per Contract per Year	\$5,250	

⁽¹⁾ Enrollment is lagged three months.

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Contract Count	450
Projected Plan Year Medical/Rx Claims	\$2,362,496

2. Fixed Costs

	Single Rate PEPM	Family Rate PEPM	Total Annual Cost	Notes to Data
Medical Administration	\$15.39	\$15.39	\$83,106	UMR Renewal
Non-incentivized pharmacy credit	(\$5.00)	(\$5.00)	(\$27,000)	UMR Renewal
Provider Network Fees	\$11.87	\$11.87	\$64,098	United Healthcare Options PPO
Utilization and Case Management	\$3.51	\$3.51	\$18,954	UMR Renewal
Medical insured carve out coordination fee	\$0.35	\$0.35	\$1,890	UMR Renewal
COBRA Administration	\$1.10	\$1.10	\$5,940	UMR Renewal
HIPAA Certificates	\$0.00	\$0.00	\$0	UMR Renewal
Stop Loss Interface Fee	\$0.00	\$0.00	\$0	UMR Renewal
Monthly Broker Fee	\$2.00	\$2.00	\$10,800	UMR Renewal
Organ Transplant Policy	\$5.88	\$13.36	\$40,903	U.S. Fire Renewal (est. @ 5%)
Aggregate Stop Loss	\$3.69	\$3.69	\$19,926	HCC Life Renewal
Specific Stop Loss (\$60,000 deductible)	\$96.43	\$285.41	\$752,034	HCC Life Renewal
Other Fees	\$1.89	\$1.89	\$10,191	ACA Temporary Reinsurance Fee
Other Fees	\$27.78	\$27.78	\$150,000	Additional Laser Liability on "C. R."
Total Fixed Costs=			\$1,130,841	

Projected Overall Plan Year Expenditures \$3,493,337

Projected Funding w/ Current Rates \$3,253,963

Calculated Funding Rate Increase 7.36%

Plan Level	Current Contract Counts	Current Funding Rate	Calculated Funding Rate	Proposed Funding Rate
Single Coverage	348	\$471.19	\$505.85	\$505.85
Spouse Coverage	20	\$958.23	\$1,028.72	\$1,028.72
Child(ren) Coverage	43	\$877.39	\$941.93	\$941.93
Family Coverage	39	\$1,289.67	\$1,384.54	\$1,384.54
Totals	450	\$3,253,963	\$3,493,337	\$3,493,337

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.



\$65,000 Specific Stop Loss Deductible - HCC Life

I. TREND ASSUMPTIONS

Medical Trend	7.0%	
Prescription Drug Trend	11.0%	
Blended Trend	8.0%	Represents blend of medical & Rx trend based on group experience
Renewal Date	07/01/20XY	12/30/20XY
Projection End Date	06/30/20XZ	12

II. HISTORICAL CLAIMS EXPERIENCE

EXPERIENCE PERIOD	8/2/20XX 02/01/XX -01/31/XY	8/2/20XW 02/01/XW -01/31/XX
Paid Medical Claims	\$1,591,552	\$1,529,169
Paid Prescription Drug Claims	\$618,449	\$412,875
Less Pooled Claims (@ \$65,000 Stop Loss Threshold)	(\$313,074)	(\$368,790)
Plan Change Adjustment Factor	1.0000	1.0000
Adjusted Paid Claims	\$1,896,927	\$1,573,254
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	\$1,896,927	\$1,573,254
Average Contracts ⁽¹⁾	406	337
Claims per Contract per Year	\$4,673	\$4,672
Trend to Midpoint (number of months)	17.0	28.9
Trend to Midpoint (trend factor)	1.1151	1.2035
Projected Claims per Contract per Year	\$5,211	\$5,622
Weight	70%	30%
Weighted Average Claims per Contract per Year	\$5,334	

⁽¹⁾ Enrollment is lagged three months.

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Contract Count	450
Projected Plan Year Medical/Rx Claims	\$2,400,517

2. Fixed Costs

	Single Rate PEPM	Family Rate PEPM	Total Annual Cost	Notes to Data
Medical Administration	\$15.39	\$15.39	\$83,106	UMR Renewal
Non-incentivized pharmacy credit	(\$5.00)	(\$5.00)	(\$27,000)	UMR Renewal
Provider Network Fees	\$11.87	\$11.87	\$64,098	United Healthcare Options PPO
Utilization and Case Management	\$3.51	\$3.51	\$18,954	UMR Renewal
Medical insured carve out coordination fee	\$0.35	\$0.35	\$1,890	UMR Renewal
COBRA Administration	\$1.10	\$1.10	\$5,940	UMR Renewal
HIPAA Certificates	\$0.00	\$0.00	\$0	UMR Renewal
Stop Loss Interface Fee	\$0.00	\$0.00	\$0	UMR Renewal
Monthly Broker Fee	\$2.00	\$2.00	\$10,800	UMR Renewal
Organ Transplant Policy	\$5.88	\$13.36	\$40,903	U.S. Fire Renewal (est. @ 5%)
Aggregate Stop Loss	\$3.71	\$3.71	\$20,034	HCC Life Renewal
Specific Stop Loss (\$65,000 deductible)	\$91.38	\$271.41	\$713,809	HCC Life Renewal
Other Fees	\$1.89	\$1.89	\$10,191	ACA Temporary Reinsurance Fee
Other Fees	\$26.85	\$26.85	\$145,000	Additional Laser Liability on "C. R."
Total Fixed Costs=			\$1,087,724	

Projected Overall Plan Year Expenditures \$3,488,241

Projected Funding w/ Current Rates \$3,253,963

Calculated Funding Rate Increase 7.20%

Plan Level	Current Contract Counts	Current Funding Rate	Calculated Funding Rate	Proposed Funding Rate
Single Coverage	348	\$471.19	\$505.11	\$505.11
Spouse Coverage	20	\$958.23	\$1,027.22	\$1,027.22
Child(ren) Coverage	43	\$877.39	\$940.56	\$940.56
Family Coverage	39	\$1,289.67	\$1,382.52	\$1,382.52
Totals	450	\$3,253,963	\$3,488,241	\$3,488,241

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.



\$70,000 Specific Stop Loss Deductible - HCC Life

I. TREND ASSUMPTIONS

Medical Trend	7.0%	
Prescription Drug Trend	11.0%	
Blended Trend	8.0%	Represents blend of medical & Rx trend based on group experience
Renewal Date	07/01/20XY	12/30/20XY
Projection End Date	06/30/20XZ	12

II. HISTORICAL CLAIMS EXPERIENCE

EXPERIENCE PERIOD	8/2/20XX 02/01/XX -01/31/XY	8/2/20XW 02/01/XW -01/31/XX
Paid Medical Claims	\$1,591,552	\$1,529,169
Paid Prescription Drug Claims	\$618,449	\$412,875
Less Pooled Claims (@ \$70,000 Stop Loss Threshold)	(\$283,074)	(\$343,790)
Plan Change Adjustment Factor	1.0000	1.0000
Adjusted Paid Claims	\$1,926,927	\$1,598,254
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	\$1,926,927	\$1,598,254
Average Contracts ⁽¹⁾	406	337
Claims per Contract per Year	\$4,747	\$4,746
Trend to Midpoint (number of months)	17.0	28.9
Trend to Midpoint (trend factor)	1.1151	1.2035
Projected Claims per Contract per Year	\$5,293	\$5,712
Weight	70%	30%
Weighted Average Claims per Contract per Year	\$5,419	

⁽¹⁾ Enrollment is lagged three months.

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Contract Count	450
Projected Plan Year Medical/Rx Claims	\$2,438,539

2. Fixed Costs

	Single Rate PEPM	Family Rate PEPM	Total Annual Cost	Notes to Data
Medical Administration	\$15.39	\$15.39	\$83,106	UMR Renewal
Non-incentivized pharmacy credit	(\$5.00)	(\$5.00)	(\$27,000)	UMR Renewal
Provider Network Fees	\$11.87	\$11.87	\$64,098	United Healthcare Options PPO
Utilization and Case Management	\$3.51	\$3.51	\$18,954	UMR Renewal
Medical insured carve out coordination fee	\$0.35	\$0.35	\$1,890	UMR Renewal
COBRA Administration	\$1.10	\$1.10	\$5,940	UMR Renewal
HIPAA Certificates	\$0.00	\$0.00	\$0	UMR Renewal
Stop Loss Interface Fee	\$0.00	\$0.00	\$0	UMR Renewal
Monthly Broker Fee	\$2.00	\$2.00	\$10,800	UMR Renewal
Organ Transplant Policy	\$5.88	\$13.36	\$40,903	U.S. Fire Renewal (est. @ 5%)
Aggregate Stop Loss	\$3.75	\$3.75	\$20,250	HCC Life Renewal
Specific Stop Loss (\$70,000 deductible)	\$86.52	\$257.80	\$676,855	HCC Life Renewal
Other Fees	\$1.89	\$1.89	\$10,191	ACA Temporary Reinsurance Fee
Other Fees	\$25.93	\$25.93	\$140,000	Additional Laser Liability on "C. R."
Total Fixed Costs=			\$1,045,986	

Projected Overall Plan Year Expenditures \$3,484,525

Projected Funding w/ Current Rates \$3,253,963

Calculated Funding Rate Increase 7.09%

Plan Level	Current Contract Counts	Current Funding Rate	Calculated Funding Rate	Proposed Funding Rate
Single Coverage	348	\$471.19	\$504.58	\$504.58
Spouse Coverage	20	\$958.23	\$1,026.13	\$1,026.13
Child(ren) Coverage	43	\$877.39	\$939.56	\$939.56
Family Coverage	39	\$1,289.67	\$1,381.05	\$1,381.05
Totals	450	\$3,253,963	\$3,484,525	\$3,484,525

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.

M3 Rx Advantage



Client ABC

1/1/2018 - 4/30/2018 - Annualized

Total Employees	Total Members	Total Claims
1,500	3,200	111,033

Financial Performance

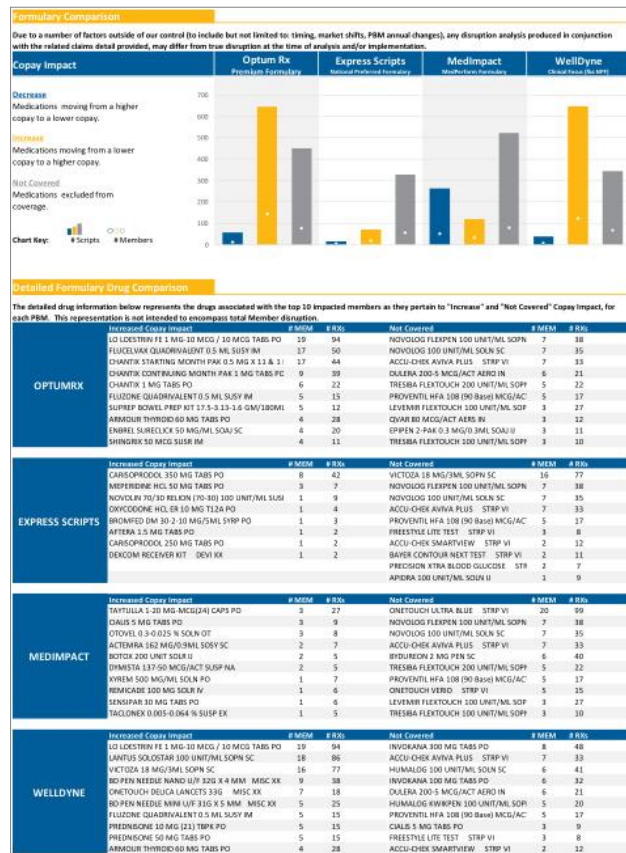
	INCUMBENT PBM XYZ	Optum Rx	Express Scripts	MedImpact	WellDyne
Ingredient Cost	\$7,561,440	\$7,990,723	\$7,959,229	\$8,248,571	\$8,279,064
Dispensing Fees	\$134,239	\$81,930	\$85,823	\$82,532	\$85,823
Member Contribution	-\$2,659,800	-\$2,659,800	-\$2,659,800	-\$2,659,800	-\$2,659,800
Administration Fees	\$0	\$0	\$0	\$0	\$0
Rebates	\$0	-\$1,902,361	-\$1,716,707	-\$1,620,216	-\$1,175,769
Net Plan Cost	\$5,035,878	\$3,510,492	\$3,668,545	\$4,051,087	\$4,529,317
Annual Savings		\$1,525,387 30.3%	\$1,387,333 27.2%	\$984,791 19.6%	\$506,561 10.1%

Year 1 Pricing

	INCUMBENT PBM XYZ	Optum Rx	Express Scripts	MedImpact	WellDyne
DISCOUNTS	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail
Administration					
Traditional Brand					
Traditional Generic					
Specialty					
DISPENSING FEES	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail
Administration					
Specialty					
OTHER FEES	Per Rx	Per Rx	Per Rx	Per Rx	Per Rx
REBATES	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail	Retail 30 Retail 90 Mail
Administration					
Traditional Brand					
Specialty Brand					
CLIENT	Per Contract	Per Contract	Per Contract	Per Contract	Per Contract
Implementation Fund					

3 Year Savings vs Current

					Optum Rx \$4,270,790
					ESI \$4,016,630
			MedImpact \$2,278,913		
	WellDyne \$752,116				



UNMATCHED TRANSPARENCY

Through Ongoing Monitoring...

AWP
Brand/Generic
Pricing & Guarantees
Dashboards/KPI

...We Validate
PBM
Performance

FINANCIAL ACCOUNTABILITY

Adjudicated Rates: Monthly

Client ABC

PBM Name: PBM XYZ

Time Period: 4/1/2012 - 3/29/2013

	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13
DISCOUNT GUARANTEE												
Retail Brand	15.40%	15.5%	15.0%	14.8%	15.4%	15.4%	15.7%	16.4%	14.8%	15.4%	15.3%	15.4%
Retail Generic	14.50%	14.6%	14.2%	17.8%	16.0%	16.1%	15.8%	15.8%	16.8%	17.4%	16.3%	16.1%
Mail Brand	21.8%	24.0%	22.7%	23.3%	22.8%	22.4%	23.1%	22.6%	23.3%	23.1%	22.3%	23.1%
Mail Generic	19.50%	63.7%	59.5%	47.9%	70.2%	71.2%	58.3%	71.1%	71.1%	77.8%	48.0%	47.4%

Discount Guarantee vs Actual



Adjudicated Rates: Quarterly

Client ABC

PBM Name: PBM XYZ

Time Period: 4/1/2012 - 3/29/2013

	Q2 2012	Q3 2012	Q4 2012	Q1 2013	TOTAL
Retail Brand					
Res	829	779	781	697	3,086
Total AWP	\$199,888	\$195,890	\$188,178	\$179,565	\$763,520
Total Ingredient Cost	\$169,807	\$164,048	\$159,846	\$151,818	\$645,519
Effective Rate	15.00%	15.80%	15.40%	15.40%	15.30%
Guaranteed Rate	15.40%	15.40%	15.40%	15.40%	15.40%
% Over/Under	-0.35%	0.40%	-0.40%	0.05%	-0.08%
\$ Over/Under	-\$502	\$770	-\$148	\$88	-\$192
Retail Generic					
Res	3,312	3,357	3,648	3,439	13,756
Total AWP	\$268,247	\$288,805	\$330,867	\$305,527	\$1,193,446
Total Ingredient Cost	\$115,645	\$122,160	\$134,170	\$132,079	\$504,054
Effective Rate	15.40%	17.70%	16.78%	16.77%	16.69%
Guaranteed Rate	16.50%	16.50%	16.50%	16.50%	16.50%
% Over/Under	-5.10%	-4.40%	-7.20%	-7.20%	-4.82%
\$ Over/Under	-\$24,410	-\$13,634	-\$24,012	-\$23,617	-\$85,673
Mail Brand					
Res	75	72	73	64	284
Total AWP	\$43,343	\$43,163	\$42,861	\$45,499	\$174,866
Total Ingredient Cost	\$31,450	\$31,350	\$32,413	\$35,414	\$130,627
Effective Rate	28.89%	22.79%	22.94%	22.17%	22.79%
Guaranteed Rate	22.87%	22.87%	22.87%	22.87%	22.87%
% Over/Under	0.46%	-0.14%	0.07%	-0.70%	-0.09%
\$ Over/Under	\$200	-\$58	\$28	-\$321	-\$151
Mail Generic					
Res	379	205	208	202	794
Total AWP	\$50,235	\$41,957	\$39,842	\$38,129	\$170,163
Total Ingredient Cost	\$21,932	\$20,676	\$15,932	\$17,819	\$76,379
Effective Rate	16.39%	16.68%	22.80%	19.39%	18.70%
Guaranteed Rate	70.50%	70.50%	70.50%	70.50%	70.50%
% Over/Under	-14.17%	-8.87%	2.68%	-1.15%	-8.80%
\$ Over/Under	\$27,303	-\$21,398	\$23,910	-\$32,691	-\$7,876
TOTAL \$ OVER/UNDER PERFORMANCE					-\$101,124

Member Cost Share

PLAN SPONSOR ABC

PBM Name: PBM XYZ

Time Period: 07/01/2012 - 06/30/2013

Member Share	Retail	Mail	Overall Cost Share
Generic	28.2%	26.8%	
Preferred Brand	17.4%	14.9%	
NonPreferred Brand	23.0%	55.9%	
Specialty	1.2%	1.3%	



Retail Generic

Average Copy	\$10.02
Average Drug Cost	\$38.30

Claims Distribution



Mail Generic

Average Copy	\$35.57
Average Drug Cost	\$211.75

Claims Distribution





	Rxs	AWP	Ingredient Cost	Actual Discount	Contracted Discount	% Over/Under	\$ Over/Under
DISCOUNTS							
Retail 30 Brand	11,314	\$3,499,847	\$2,940,761	15.97%	16.00%	-0.03%	-\$889
Retail 30 Generic	62,993	\$5,929,852	\$1,436,018	75.78%	77.30%	-1.52%	-\$89,941
Retail 90 Brand	2,443	\$1,681,240	\$1,373,387	18.31%	18.50%	-0.19%	-\$3,176
Retail 90 Generic	16,624	\$4,414,055	\$853,419	80.67%	78.30%	2.37%	\$104,431
Mail Brand	585	\$495,060	\$386,136	22.00%	22.00%	0.00%	\$11
Mail Generic	2,493	\$762,797	\$188,902	75.24%	79.30%	-4.06%	-\$31,003
TOTAL	97,342	\$19,955,243	\$9,810,430	50.84%	-	-	-\$20,568

	Rxs	Dispensing Fee	Dispensing Fee /Rx	Guaranteed Dispensing Fee	Per Rx Over/Under	\$ Over/Under
DISPENSING FEES						
Retail 30 Brand	11,314	\$14,708	\$1.30	\$1.30	\$0.00	\$0
Retail 30 Generic	62,993	\$81,891	\$1.30	\$1.30	\$0.00	\$0
Retail 90 Brand	2,443	\$0	\$0.00	\$0.00	\$0.00	\$0
Retail 90 Generic	16,624	\$0	\$0.00	\$0.00	\$0.00	\$0
Mail Brand	585	\$0	\$0.00	\$0.00	\$0.00	\$0
Mail Generic	2,493	\$0	\$0.00	\$0.00	\$0.00	\$0
TOTAL	97,342	\$96,950	\$1.00	-	-	\$0

	Performance	Payout
CHANNEL GUARANTEES		
Retail 30	-\$90,830	-\$90,830
Retail 90	\$101,254	
Mail Order	-\$30,992	-\$30,992
Total Guarantee Payout		-\$121,823

Independently validated PBM guarantee true-up results within 99.68%

SUBJECT: Accept Community Development Block Grant Public Facilities (CDBG-PF 21-03) Award of \$1,000,000 for the Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Public Works Department

EXHIBITS:

1. State of WI Dept of Administration 2021 CDBG-PF 21-03 Award Letter, July 23, 2021
2. Project Budget for 6th Street East Reconstruction
3. Project Area Map
4. Resolution 17606, approved January 12, 2021

EXPENDITURES REQUIRED:	\$1,000,000.00	CDBG-PF Grant Award
	620,000.00	CDBG-CLOSE Grant Award
	105,731.89	Fund 470 - Street Improvements
	140,560.54	Fund 680 - Water Utility
	<u>121,494.66</u>	Fund 690 - Wastewater Utility
	\$1,987,787.09	Total Project Cost

AMOUNT BUDGETED:	\$1,000,000.00	CDBG-PF Grant Award
	<u>620,000.00</u>	CDBG-CLOSE Grant Award
	\$1,620,000.00	

APPROPRIATION REQUIRED:	\$ 105,731.89	Fund 470- Street Improvements
	140,560.54	Fund 680 - Water Utility
	<u>121,494.66</u>	Fund 690 - Wastewater Utility
	\$ 367,787.09	

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 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: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. The Comp Plan specifically directs the City to make consistent investment and effort towards improving infrastructure throughout the City including roadways, sidewalk accessibility, and to take actions that promote clean drinking water. The proposed project would improve the quality of life for the 56 families served, while also helping to address inflow and infiltration within this sewer district (identified as one of the largest contributors to the City's overall I&I problems) and replacing 13 lead service laterals.

SUMMARY STATEMENT:

The City of Ashland was awarded up to \$1,000,000 through the WI Department of Administrations Division of Energy, Housing, and Community Resources for reconstruction of 6th St E from 13th Ave E to 19th Ave E (see project overview below). The City was previously awarded \$620,000 in CDBG-CLOSE funds to complete two separate projects, and approved at the July 27, 2021 Council meeting to reallocate the \$100,000 CDBG-CLOSE award for slum and blight elimination towards the 6th St E reconstruction project. This will bring the City's total match requirement \$337,781.00 for this project, which was previously committed by Council through Resolution No. 17606 approved on January 12, 2021 to authorize submission of the grant application and commitment of matching funds.

Project overview:

The project area includes approximately 6 blocks (2,600 feet) of severely degraded paved roadway. Presently the road surface has a Pavement Surface Evaluation and Rating (PASER) value ranging from 1-3. The section of 6th St E from 13th Ave to 14th Ave has a PASER value of 1, indicating it has failed. The section of 6th St E stretching from 14th Ave E to 18th Ave E and 19th Ave E has a PASER rating of 3, indicating it is in poor condition. The recommended action to address these failed and deteriorated conditions is to fully reconstruct the road. This service area also contains a segment of circa 1888 cast iron water main, considerably outside of its expected lifespan. In addition to replacing this outdated water main, 49 water service laterals will be replaced. Of the 49 serviced being replaced, 13 are presently lead.

Replacement of 2,100 feet of sanitary sewer main will take place, as well as reconstruction of 49 sanitary sewer services and 9 manholes. The existing sanitary sewer main is made of vitrified clay, and was installed in 1913. Smoke testing in 2009 revealed 7 sources of inflow/infiltration (I&I) within this service area, and the Sewer District in which this project area is located is one of the largest contributors to the City's overall I&I and associated sanitary sewer overflow issues. The project is expected to require partial replacement of sanitary laterals and assessment of costs per interim policy approved in Spring 2021.

The proposed project also includes replacement of 1,600 feet of storm sewer with outdated stormwater catch basins, which cause frequent residential backups due to the poor condition of the pipes. A total of 6 new fire hydrants will be installed within the service area, with the oldest existing hydrant installed in 1937. Presently, 3 of the 7 intersections with the service area do not have fire hydrants. The current sidewalks within the service area are in poor condition, and do not meet ADA standards. The project is expected to include installation of sidewalks on both sides of the street throughout the project area and assessment for 50% of costs per existing City policy.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Susan Brown, Division Administrator

July 23, 2021

The Honorable Debra Lewis, Mayor
City of Ashland
601 Main Street W.
Ashland, WI 54806

RE: City of Ashland 2021 Community Development Block Grant for Public Facilities
(CDBG-PF) Project Award and Pre-Agreement Requirements

Dear Mayor Lewis:

Thank you for your recent Community Development Block Grant for Public Facilities (CDBG-PF) project proposal for street and utilities infrastructure improvements on 6th Street from 13th Avenue to 19th Avenue. 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 \$1,000,000 to the City of Ashland (referred to as the "Grantee" hereafter) for this CDBG-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 and scored your Grant Application using the 2021 CDBG-PF competitive application criteria. A Scoring Summary sheet for the Grant Application submitted by the Grantee is included on page 9 of this letter.

Information regarding CDBG requirements and the documentation that must be submitted to the Division prior to the Grant Agreement being executed and prior to construction starting are provided on pages 4-8 of this letter. The Grantee has **forty-five (45) days** from the date of this letter to submit the items listed under "Pre-Agreement Documents Submission" on pages 5-7, including signing and returning the Acceptance of Award on page 3.

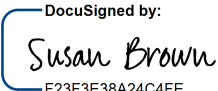
After the Division receives these items, the Grantee will be contacted by the CDBG project representative assigned to your project to further discuss the terms and conditions of the CDBG-PF award to help ensure the successful administration of this project under HUD guidelines. Certain compliance requirements must be met and the grant agreement must be executed **prior to** starting any construction for the project.

July 23, 2021
Page 2 of 9

City of Ashland
CDBG-PF Award Amount: \$1,000,000

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:

F23F3E38A24C4FE...
Susan Brown, Administrator
Division of Energy, Housing and Community Resources

Enclosures: 7

cc: Senator Bewley Janet, 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
Juli Speck, Grants Specialist – Advanced, Bureau of Community Development, DEHCR

July 23, 2021
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City of Ashland
CDBG-PF Award Amount: \$1,000,000

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 CDBG project representative listed at the end of this 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

July 23, 2021
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City of Ashland
CDBG-PF Award Amount: \$1,000,000

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 \$1,000,000 represents approximately 51.1% of the proposed project costs. Total costs for this project are estimated to be \$1,957,781. The Grantee must contribute Match Funds in an amount that meets the match ratio of no less than \$1 Grantee Match funds for every \$2 CDBG funds expended for the project.

PROJECT ADMINISTRATOR TRAINING

All CDBG project administrators are required to attend implementation training sessions, as scheduled by the Division. Training information will be posted on the [Training and Technical Assistance](#) webpage of the [Bureau of Community Development](#) website at:

<https://doa.wi.gov/Pages/LocalGovtsGrants/TrainingAndTechnicalAssistance.aspx>.

Current grantees will also receive email notices of scheduled trainings.

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 and Chapter 7 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 per Wisconsin State Statutes. Guidance regarding competitive proposal and simplified acquisition procurement methods is provided in Chapter 3 of the CDBG Implementation Handbook. 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 and prior to acquisition, if applicable to the project. Starting construction activities prior to meeting environmental compliance certification requirements will disqualify the project

July 23, 2021
Page 5 of 9

City of Ashland
CDBG-PF Award Amount: \$1,000,000

from CDBG funding eligibility. The environmental specifications for CDBG projects are provided in Chapter 4 of the [CDBG Implementation Handbook](#).

ACQUISITION & RELOCATION

CDBG projects involving acquisition (of property and temporary and permanent easements) and/or relocation activities are subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (i.e., URA) [49 CFR 24 and 24 CFR 42] and State of Wisconsin regulations [Ch. 32, Wisconsin Statutes, and Ch. Admin. 92]. Grantees must inform the Division upon determining acquisition and/or relocation is required for the project, and follow the requirements and guidance provided in Chapter 5 of the [CDBG Implementation Handbook](#) and on the Department of Administration's Relocation Assistance website at <https://doa.wi.gov/Pages/AboutDOA/RelocationAssistance.aspx>. The Grant Agreement must be fully executed and the Environmental Review requirements must be met prior to the acquisition of property.

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 [CDBG Implementation Handbook](#) and the CDBG Grant Agreement. The 2021 PF Grantees that accept the CDBG award must submit a Single Audit Statement for calendar year 2021 no later than January 15, 2022, and submit semi-annual reporting documents as specified in the [CDBG Implementation Handbook](#) for the reporting period ending March 31, 2022, regardless of whether the CDBG Grant Agreement has or has not been fully executed by that time. The Grantee shall report all activities from the Award Date (i.e., July 23, 2021, the date of this letter) through the end of the reporting period ending March 31, 2022.

PRE-AGREEMENT DOCUMENTS SUBMISSION

All information provided in the CDBG Application is subject to further verification and review by the Division upon request. The Grant Agreement will be prepared and routed for signatures after the Division receives and approves the following pre-agreement documentation:

1. A signed Acceptance of Award (Acceptance form provided as page 3 of this letter).
2. A copy of the Grantee's procurement/purchasing related policy or policies (if multiple are applicable) with the local government's procedures and requirements for purchasing and contracting for goods and services.
3. A list of professional services contracts executed (to date) between the Grantee and any third party firms for the CDBG project, *if* any contracts have been executed yet.
4. A completed Financial Management Contact Person form (attached with this letter).

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City of Ashland
CDBG-PF Award Amount: \$1,000,000

5. A completed Signature Certification form (attached with this letter).
6. A completed W-9 Form [Taxpayer Identification Number (TIN) Certification] (attached with this letter).
7. A completed DOA-6456 Authorization for Electronic Deposit form (attached with this letter) and accompanying bank documentation specified on the form. 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.
8. A completed DOA-6460 New Supplier form (attached with this letter) only if the bank account that will be used for the deposit and disbursement of CDBG funds is a new account that has not yet been registered with the State. *CDBG funds must be deposited into a separate non-interest bearing account or a non-interest bearing account that has a separate account register to track and view CDBG funding deposits and disbursements separately from all other transactions.*
9. An email from the municipal clerk or treasurer verifying that the bank account that will be used for the 2021 CDBG-PF project is non-interest bearing as required; and stating whether it is a separate account to be used *exclusively* for the CDBG project funding deposits and disbursements (with no other State funds or other funds to be deposited into this account), *or* it is not a separate account and will not be used exclusively for the CDBG project deposits and disbursements, but it has a separate account register to track CDBG funding transactions separately from other funds in the account as required.
10. 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/content/home>. If the Grantee's SAM registration has expired or will expire prior to the execution of the Grant Agreement, then the Grantee must re-activate the registration on SAM and provide a copy showing the updated status to the Division. Please note that there have been recent updates to the SAM website and system.

Alerts Regarding SAM.gov Registration:

- If the Grantee is not registered or has an inactive/expired registration in SAM, 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 website at <https://sam.gov/content/home> or emails from entities other than SAM.gov and the Federal Service Desk (which manages SAM.gov) at <https://sam.gov/content/help> or https://www.fsd.gov/gsafsd_sp will ***not*** be accepted. Third-party entities have websites that display SAM information but are not the *official* SAM website.

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City of Ashland
CDBG-PF Award Amount: \$1,000,000

- Third-party entities may offer services for a fee to municipalities to assist with registering on SAM. However, there is no fee or charge from <https://sam.gov/content/home> for registration. Municipalities and other entities may self-register on SAM without third-party assistance and registration on the system is **FREE**. Refer to the “HELP” section on SAM for guidance resources.
11. 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).
 12. If not already provided in the CDBG Application, documentation verifying that 100% of Match funds for the project have been *secured*. Applicants that received a Match score of 40 points (refer to the Scoring Summary sheet included with this letter) do not need to submit any additional documentation. Documentation of match funds *secured* 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 secured and available to use for the CDBG project. Items previously submitted with the Grantee’s CDBG Application *do not* need to be resubmitted.)
 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 July 1, 2022 and end no later than October 31, 2023. Grantees must contact their assigned DEHCR Project Representative to request any exceptions.
 15. A completed Service Area Demographic Profile Form (attached with this letter) *if* the data for *all* beneficiaries of the Grantee’s project were not previously submitted to DEHCR with an Income Survey Packet. Provide the race and ethnicity demographic data for all beneficiaries of the CDBG project. The total number of beneficiaries must equal the number of beneficiaries listed in the CDBG Application (Part 4) without any duplication of persons (*unless* advised by your assigned CDBG project representative that corrections to the beneficiary numbers reported in the CDBG Application are necessary). If the demographic data are unknown, it is acceptable to estimate the data using U.S. Census 2019 American Community Survey 5-Year Estimates (2015-2019) data (at <https://data.census.gov/cedsci/>) for the local government [which may involve calculations through applying percentages from the ACS population data for the Grantee’s community to the CDBG project beneficiary population number].
 16. 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.

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City of Ashland
CDBG-PF Award Amount: \$1,000,000

The Grant Agreement number that will be assigned to your project is PF 21-03.

Please respond with the documentation listed in the “Pre-Agreement Documents Submission” section within **forty-five (45) days** from the date of this letter. Requested information should be submitted to the Division via email to your assigned CDBG project representative listed at the end of this 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 the 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.
- Submission of required documents, as listed in the Grant Agreement Time Table, for verifying 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.
- Copy of the executed contract between the Grantee and the grant administration services provider *if* the Grantee has contracted with another party for grant administration services.
- Copies of the competitive procurement solicitation documents (in compliance with federal and state CDBG requirements, e.g., the Request for Proposals [RFP] and the advertisement for the RFP) for grant administration services *if* the Grantee has contracted with another party for grant administration services that will be funded in whole or in part with CDBG funds; *OR* copies of other documentation verifying the Grantee followed your local procurement policy in selecting and contracting with the grant administration services provider *if* the Grantee is *not* using CDBG funds to cover any costs for this activity.

Please contact your assigned CDBG project representative listed below if you have any questions or concerns. We congratulate the Grantee on this 2021 grant award and we look forward to working with you to ensure successful completion of your CDBG Public Facilities project.

Assigned CDBG Project Representative:

Juli Speck, Grants Specialist – Advanced
juli.speck1@wisconsin.gov

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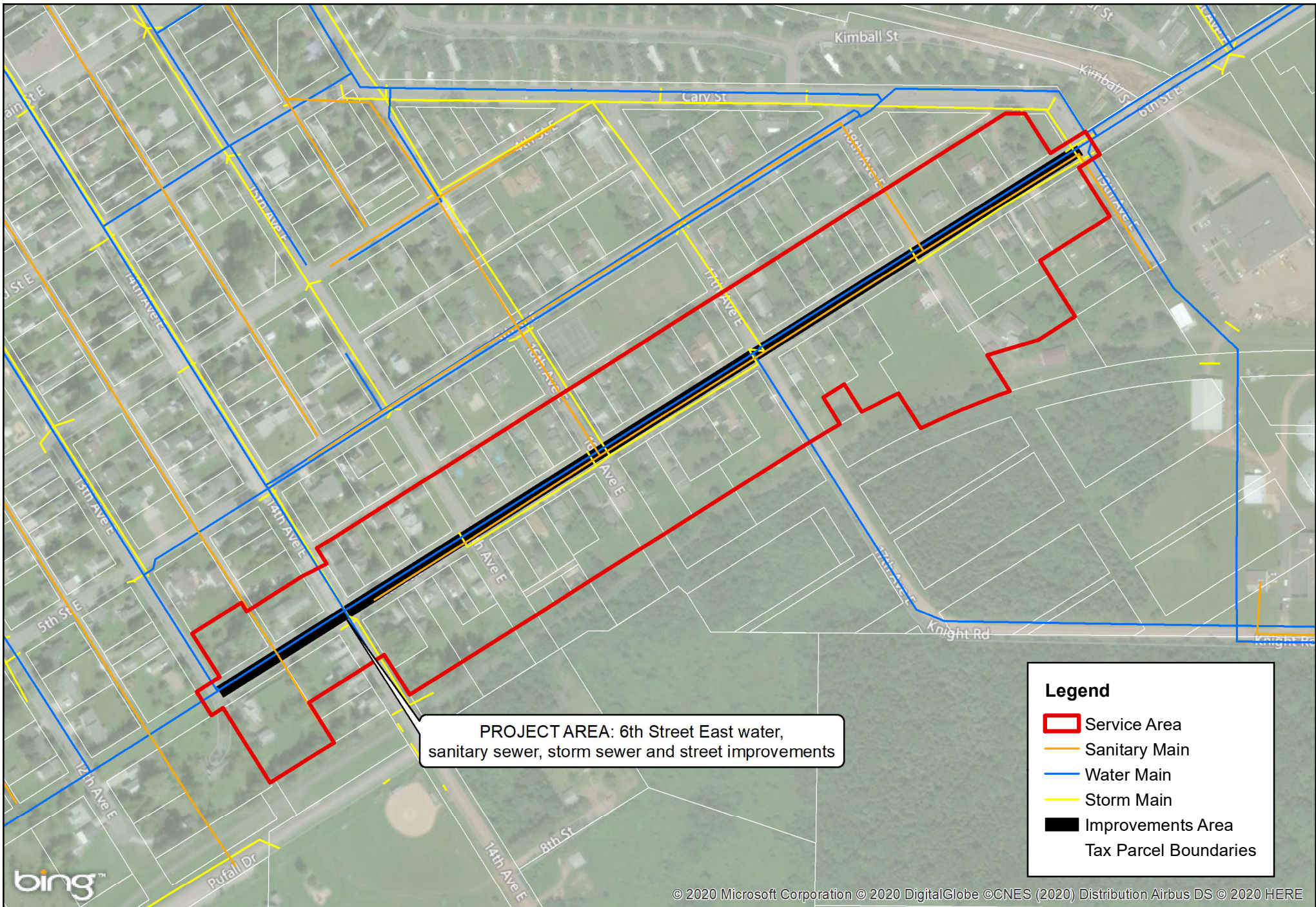
City of Ashland
CDBG-PF Award Amount: \$1,000,000

2021 Community Development Block Grant for Public Facilities (CDBG-PF) Project Application Scoring Summary

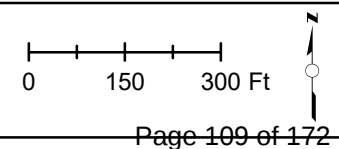
Applicant / Unit of General Local Government (UGLG):	City of Ashland
Wisconsin County:	Ashland County
Project Title:	6th Street Roadway & Utilities Infrastructure Improvements Project (from 13th Avenue to 19th Avenue)
Project Start Date:	Construction must start no later than July 1, 2022
Project End Date:	Construction must be completed no later than October 31, 2023; Project Completion Report and Final CDBG Payment Request must be submitted to DEHCR no later than December 31, 2023
National Objective:	LMI National Objective: Meets LMI National Objective using Income Survey Data.
Total # of Beneficiaries	112
Total # of LMI Beneficiaries	61
LMI %	54.46%
Estimated Total Project Cost:	\$1,957,781
CDBG Funding Amount Requested:	\$1,000,000
CDBG Funding Amount Awarded:	\$1,000,000

	Score:	Comments:
Project Need (0 – 100 points):	65	
Community Distress (70 points possible):		
<i>Median Household Income (0 – 40 points):</i>	32	
<i>Per Capita Property Value (0 – 15 points):</i>	12	
<i>Local Property Tax Rate (0 – 15 points):</i>	14	
Financial Need (30 points possible):		
<i>General Obligation (G.O.) Debt (0 – 30 points):</i>	N/A	
<i>Water and Sewer Rates (0 – 30 points):</i>	28	
Planning (10 points possible):	10	
Matching Funds (0 – 40 points):	30	100% Match committed. Partial documentation for Match secured provided.
TOTAL (250 points possible):	191	<i>Sufficient score for CDBG Award.</i>
Grant Award Recommendation:	AWARD	

W/ PF Funds & Close Funds				
	Project Total	PF Funds	Close Funds	Remaining Share
General Fund	\$1,105,731.89	\$1,000,000.00	\$0.00	\$105,731.89
Water Utility	\$473,114.65	\$0.00	\$332,554.12	\$140,560.54
Wastewater Utility	\$408,940.54	\$0.00	\$287,445.88	\$121,494.66
TOTAL PROJECT	\$1,987,787.08	\$1,000,000.00	\$620,000.00	\$367,787.08



Project Area Map
City of Ashland - Ashland County, WI



RESOLUTION No. 17606

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

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

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

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

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

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

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

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

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

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

PASSED: January 12, 2021

Kevin Haas
Councilperson

ATTEST: Denise Oliphant
Denise Oliphant, City Clerk

Debra S. Lewis
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman
Tyler W. Wickman, City Attorney

SUBJECT: Approve a Contract with Cedar Corporation for Administration of Community Development Block Grant (CDBG) Funds for Reconstruction of 6th Street East from 13th Avenue East and 19th Avenue East (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works

EXHIBITS: 1. Cedar Corporation State of Qualifications and Proposal, August 6, 2021

EXPENDITURES REQUIRED: \$13,906.57 - Fund 470 Street Improvements
\$ 5,950.27 - Fund 680 Water Utility
\$ 5,143.16 - Fund 690 Wastewater Utility
\$25,000.00 Total

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: \$13,906.57 - Fund 470 Street Improvements
\$ 5,950.27 - Fund 680 Water Utility
\$ 5,143.16 - Fund 690 Wastewater Utility

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

COMPLIANCE WITH ORD. 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The 6th St E Reconstruction and Utility Replacement Project consists of the reconstruction of 6th St E from 13th Ave E to 19th Ave E, including replacement of all existing water, sewer, and stormwater infrastructure. The project is located in Sewer District 7, which previous studies have identified as the largest source of infiltration and inflow (I&I) within the City. Replacement of the existing sewer and stormwater mains represent the last portion of sewer mains within the District that require repairs. Aside from the I&I issues, City staff has responded to 7 different sewer backups in the project area since 2014, which exceeds the frequency of other locations in the system. In addition, the existing water main is over 125 years old and City staff has responded to 10 different water main breaks in the project area since 2004. Replacement of the water main will also allow at least 5 homes to participate in the City's lead service lateral grant program. These homes are not currently eligible for the grant program due to the presence of lead on the City side of each individual water connection.

Due in part to these factors, the 6th St E project is the currently the top priority for street reconstruction based on a project prioritization effort completed in 2017 as part of the City's 2017 Master Plan for Sanitary, Water and Street Improvements.

The City has been awarded two separate grants from the Housing and Urban Development's (HUD) Community Development Block Grant (CDGB) program. The CDGB-CLOSE grant consists of \$620,000 to be allocated to water and wastewater utility costs while the CDGB-Public Facilities program consists of \$1,000,000 to be allocated to streets, sidewalk, and stormwater costs.

At the July 28, 2020 meeting, the City Council approved award of an engineering design contract to Cedar Corporation, who also employs staff that specializes in the administration of grant funding. The City Planning Director has identified that most, if not all, of Wisconsin communities in size similar to Ashland rely on grant specialists for the administration of HUD CBDG funding due to the complexity of federal regulations and staff time requirements associated with the funding.

In April 2018, Council approved a reoccurring contract with Cedar Corporation for engineering services. The agreement established master terms and conditions, with specific engineering services and costs identified on a project by project basis as letter agreements. Each letter of agreement for a given project must be approved either by City staff or City Council in accordance with City Ordinance 194. Staff with HUD has confirmed that contracting with Cedar Corporation for grant administration services would be allowable per HUD procurement regulations.

The Public Works Director and Planning Director both recommend approval of the attached agreement for grant administration services in order to make efficient use of staff time and ensure compliance with the requirements of the HUD CDGB funding.



Statement of Qualifications and Proposal

CDBG PF and CLOSE Grant Administration

Ashland, Wisconsin

August 6, 2021

Page 114 of 172

STATEMENT OF INTEREST

Dear Mr. Butler:

Cedar Corporation appreciates the opportunity to submit our proposal to provide grant administration services for the City's CDBG-PF and CLOSE project. We understand that the City was already awarded these funds.

Cedar Corporation has a qualified and experienced team of professionals who are prepared and eager to begin working with you on this project. We have been writing successful grant applications and administering them for over 40 years. In 2020, we had nine successful CDBG applications for Public Facility and CLOSE projects.

We pride ourselves with our extensive knowledge of the CDBG programs and requirements. We work closely with our clients and the Wisconsin Department of Administration providing timely and accurate grant administration throughout the project.

Thank you for giving us the opportunity to submit a proposal. If you have any questions, please feel free to call us at 800-472-7372. We look forward to working with you on your CDBG project.

Sincerely,

Cedar Corporation



Lynn McIntyre
Planning and Grant Team Lead
lynn.mcintyre@cedarcorp.com



Brian Chapman
Client Manager
brian.chapman@cedarcorp.com

6/10

SCOPE OF SERVICES/WORK PLAN

Ability, Reliability, Expertise, and Understanding of the Service Required for Administering the CDBG-PF Program

Cedar Corporation has a solid track record of writing CDBG grant applications and administering CDBG programs since 1978, which attests to our ability, reliability, expertise, and understanding of the services required for this program. Along with Public Facilities, Planning, and CLOSE administration, we also administer CDBG-Housing Rehabilitation and Revolving Loan funds for over 25 communities. We have administered more than \$80 million in active CDBG-PF Grant Funds for 52 communities during the past 40+ years.

Our CDBG Grant Writing and Administration team has extensive knowledge with the rules and regulations required by the Wisconsin Department of Administration and are available to assist with the rigorous paperwork requirements of the program.

Our many years of experience, attention to detail, long-term relationships, and knowledge is what sets Cedar Corporation apart from its competition.

Cedar Corporation will provide all CDBG grant administrative services as described in the 2020/2021 CDBG Implementation Handbook.



Grant Administration Services

Cedar Corporation will serve as, and perform the functions of, the grant administrator for a Community Development Block Grant - Public Facilities and CLOSE Program award, including the following:

1. Prepare and submit CDBG contract and amendment documents, as applicable
2. Manage CDBG Project records
3. Prepare and submit applicable Environmental Record documents for the CDBG project
4. Coordinate Citizen Participation meeting(s) and maintain and submit required records for Citizen Participation for the CDBG Project
5. Complete compliance activities for CDBG Project acquisition/relocation compliance, as applicable
6. Complete compliance activities for CDBG Project federal labor standards, as applicable
7. Prepare and submit CDBG reporting documents for the CDBG project, including but may not be limited to Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports, and Labor Standards Reports
8. Prepare and submit CDBG monitoring documents and respond to monitoring requirements, as applicable for the CDBG Project
9. Manage financial records for the CDBG Project and prepare and submit CDBG requests for payment and related required documentation
10. Attend and participate in City of Ashland Council meetings, as necessary, for the CDBG Project
11. Prepare and submit the CDBG Project Completion Report and supporting documents
12. Comply with CDBG regulations and policies applicable to the Project

WHO IS CEDAR?

(CORPORATE BACKGROUND)

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

SERVICES

Cedar Corporation is a full-service firm with disciplines in engineering, architecture, environmental, planning, economic development, landscape architecture, and surveying. Founded in 1975, the company has grown in size to its present staff of 100. Our staff is dedicated to the principles on which the firm was developed: exemplary service to clients, professionalism, and use of state-of-the-art technology. We have continued to grow because of our commitment to providing comprehensive service and effective communication with our clients.

LOCATION

604 Wilson Avenue
Menomonie, WI 54751
www.cedarcorp.com

PHILOSOPHY

Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects. We recognize that our clients are most concerned with three major issues as they engage the services of consultants - quality, timeliness, cost.



PROFESSIONAL SERVICES

Cedar Corporation provides a wide range of professional services to deliver projects in the areas of Community Infrastructure, Architecture, and Environmental Services. The categories below call out the nine (9) major areas of service provided to a variety of government and private market sectors. Within the nine categories are nearly 100 types of professional services and/or deliverables. Cedar's value may come in the form of a single service or deliverable, but just as often from an integrated group of services managed to meet our customer's broader needs. At Cedar, we are very confident in our capabilities and expertise to address a wide range of public and private client needs in any of the service groups listed below.



Architectural
Services



Economic
Development



Environmental
Services



Municipal
Engineering



Planning and Grants



Structural
Engineering



Transportation
Engineering



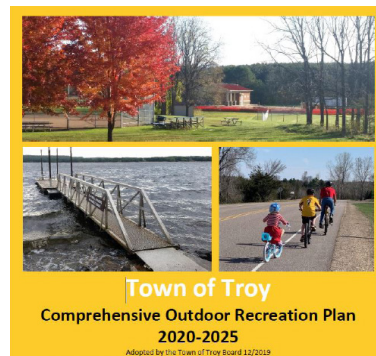
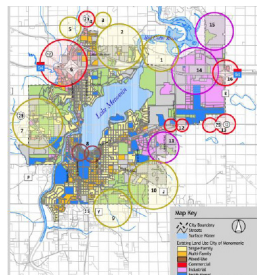
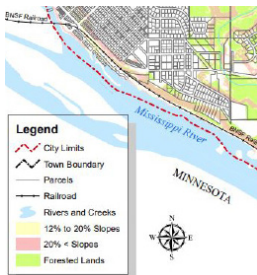
Water Resource
Engineering



Wetland
Delineations

Planning and Grants

SERVICES



Service Overview

Our planning and grants team helps communities turn their vision into reality by engaging community members, identifying needs, and finding ways to meet those needs with the help of state and federal funding programs.

Expertise

- Comprehensive Plans
- Comprehensive Outdoor Recreation Plans
- Municipal Building Needs Assessments
- Geographic Information Systems
- Grant Writing and Administration
- Project Funding Identification
- Land Use Planning
- Housing Studies
- Meeting Facilitation
- Impact Fees
- Conceptual Site Planning

CDBG GRANT EXPERIENCE

Cedar Corporation has obtained and administered the following Community Development Block Grants (CDBG) for municipalities:

VILLAGE OF ALMA CENTER

2008 \$300,000 Housing rehabilitation and homebuyer assistance

VILLAGE OF BALSAM LAKE

2011 \$399,939 Housing rehabilitation and homebuyer assistance

CITY OF BLACK RIVER FALLS

2005 \$402,000 Housing rehabilitation assistance

CITY OF BLAIR

2006 \$362,172 Housing rehabilitation assistance

2005 \$230,000 New library/municipal building

VILLAGE OF CADOTT

2018 \$500,000 Street and infrastructure improvements

2015 \$365,750 Sanitary sewer and watermain improvements

VILLAGE OF CAMP DOUGLAS

2018 \$500,000 Construct New Community/Senior Center

TOWN OF CAMPBELL

2018 \$500,000 Neighborhood street and storm sewer improvements

VILLAGE OF CLAYTON

2009 \$300,000 Housing rehabilitation

2006 \$300,000 Housing rehabilitation

2005 \$139,000 Street and utility improvements for economic development

CITY OF COLBY

2016 \$500,000 Public library

TOWN OF COLBY (Clark County)

2009 \$266,419 Housing rehabilitation

CITY OF CORNELL

2019 \$1,000,000 WWTF upgrades

2017 \$474,225 Street and infrastructure improvements

2013 \$450,445 Safety and infrastructure improvements

TOWN OF DANIELS

2015 \$500,000 New fire hall

CITY OF DURAND

2020 \$1,000,000 Street and infrastructure improvements

2017 \$500,000 Street and infrastructure improvements

2013 \$500,000 Sanitary sewer, streets and sidewalk improvements

2012 \$390,000 Street improvements

2009 \$15,000 Waterfront planning

2006 \$500,000 Housing rehabilitation assistance

2006 \$216,800 Downtown utility improvements

VILLAGE OF EDGERTON

2013 \$500,000 Housing rehabilitation

CDBG GRANT EXPERIENCE

VILLAGE OF ELEVA

2009 \$300,000 Housing rehabilitation
2005 \$300,000 Housing rehabilitation

VILLAGE OF ELLSWORTH

2011 \$407,000 Street improvements

VILLAGE OF ELMWOOD

2020 \$1,000,000 Street and infrastructure improvements

CITY OF FOUNTAIN CITY

2014 \$300,600 Watermain improvements for STH 95

CITY OF GLENWOOD CITY

2020 \$1,000,000 New library/community center
2018 \$500,000 Wastewater treatment plant improvements
2016 \$496,500 Construct a new well and improvements to water system

VILLAGE OF HILBERT

2020 \$706,786 Building Site Blight Elimination (includes CDBG CLOSE funds)

JACKSON COUNTY

2008 \$205,533 Housing rehabilitation and homebuyer assistance

TOWN OF KNIGHT

2015 \$439,440 Watermain improvements

TOWN OF LORAIN

2020 \$420,900 New fire hall

CITY OF MENOMONIE

2020 \$760,700 Street and infrastructure improvements
2018 \$465,250 Street and infrastructure improvements
2015 \$414,810 Replacement and water system safety improvements
2013 \$230,400 Demolition
2012 \$205,000 Street improvements in Industrial Park
2009 \$650,000 Housing rehabilitation and homebuyer assistance
2009 \$205,000 Expansion of the flow equalization tanks for expansion project at ConAgra Foods
2005 \$250,000 Economic development loan to local industry for equipment

VILLAGE OF MILLTOWN

2020 \$575,000 Street and infrastructure improvements
2018 \$500,000 Library renovation and addition
2016 \$234,385 Sanitary sewer infrastructure improvements
2014 \$139,320 Water system improvements
2009 \$260,000 Two greenhouses and a retail store for the Polk County Adult Development Center

CITY OF NIAGARA

2015 \$500,000 Sanitary sewer and watermain improvements

CITY OF OSSEO

2020 \$1,000,000 Street and infrastructure improvements
2009 \$280,000 City hall and community center

CITY OF OWEN

2019 \$1,000,000 Street and infrastructure improvements

CDBG GRANT EXPERIENCE

PIERCE COUNTY

2011 \$550,000 Housing rehabilitation and homebuyer assistance
 2009 \$392,000 Emergency Assistance Program

CITY OF PRESCOTT

2011 \$231,000 Roundabout and turn lane
 2006 \$56,000 Utility improvements for economic development

TOWN OF ROCK ELM (Pierce County)

2009 \$300,000 Housing rehabilitation

COUNTY OF ST. CROIX COUNTY

2008 \$300,000 Emergency Assistance Program

TOWN OF SAND LAKE (Sawyer County)

2006 \$112,422 Housing rehabilitation and homebuyer assistance

VILLAGE OF SOMERSET

2016 \$8,300 Development of affordable housing and industrial development plan
 2014 \$142,500 Watermain and sanitary sewer improvements
 2009 \$15,000 Waterfront planning
 2006 \$250,000 Downtown revitalization

VILLAGE OF SPRING VALLEY

2019 \$1,000,000 Street and infrastructure improvements
 2017 \$500,000 Reservoir, well, and water system improvements
 2010 \$250,000 Expansion/upgrade to wastewater treatment facility
 2008 \$261,840 Street and utilities for the Spring Valley Assisted Living and Nursing Home

CITY OF STANLEY

2019 \$820,000 Community center
 2015 \$500,000 Safety and street improvements

VILLAGE OF SHARON

2014 \$500,000 Sanitary and storm sewers

VILLAGE OF TAYLOR

2009 \$300,000 Housing rehabilitation and homebuyer assistance

CITY OF THORP

2010 \$500,000 Housing rehabilitation and homebuyer assistance

VILLAGE OF WAUSAUKEE

2020 \$1,339,425 Acquisition and repurposing of former bank building as library/
 community center (includes CDBG CLOSE funds)
 2018 \$500,000 New well construction

VILLAGE OF WEYAUWEGA

2019 \$1,000,000 New well construction

VILLAGE OF WITTENBERG

2012 \$413,000 Well Improvements

VILLAGE OF WOODVILLE

2019 \$990,000 Construct new well and well house
 2017 \$500,000 Street and infrastructure improvements
 2015 \$461,935 Street reconstruction and storm sewer
 2011 \$172,000 Downtown street improvements

REFERENCES



CITY OF MENOMONIE
800 Wilson Avenue
Menomonie, WI 54751

Lowell Prange, Administrator
lprange@menomonie-wi.gov
715-232-2187



VILLAGE OF HILBERT
26 N 6th Street
Hilbert, WI 54129

Dennis DuPrey, Administrator/Clerk/Treasurer
hilbertclerk@villageofhilbert.com
920-853-3241



CITY OF GLENWOOD CITY
113 West Oak Street, PO Box 368
Glenwood City, WI 54013

Shari Rosenow, City Clerk/Treasurer
cityclerk@glenwoodcitywi.com
715-265-4227

LYNN MCINTYRE

PLANNING AND GRANT TEAM LEAD



Lynn McIntyre has over 25 years of experience in Grant Administration and leads Cedar Corporation's Planning and Grant Team in the Menomonie office. This involves supervising professional planners and technical staff engaged in community development projects, feasibility studies, and the development and administration of grants. Additionally, Lynn specializes in Community Development Block Grant (CDBG), Clean Water Fund (CWF), and Safe Drinking Water Program (SDWP) administration and project oversight.

Areas of Expertise Include:

- Writing and administration of grants for water resources, transportation, parks, public facilities, and economic development projects
- Specializing in loan and grant applications and administration for Community Development Block Grants (CDBG), Safe Drinking Water, Clean Water Fund, Rural Development, PECFA, and other State/Federal programs
- Park planning projects and grant funding assistance
- Community Development surveys
- Attendance at Village Board, City Council, Town Board, Plan Commission, and various committee meetings
- Technical writing
- Project Plan preparation
- Davis Bacon Payroll Compliance/Certified Payrolls

Representative Project Experience Includes:

- Village of Hilbert Acquisition and Demolition - 2020 CDBG and CLOSE
- City of Menomonie Street and Infrastructure Improvement - 2020 CDBG
- Village of Wausaukee Acquisition and Building Repurposing Project - 2020 CDBG and CLOSE
- Village of Milltown Street and Infrastructure Improvements - 2020 CDBG
- Town of Lorain New Fire Hall - 2020 CDBG
- City of Glenwood City Library/Senior/Community Center - 2020 CDBG
- City of Osseo Street and Infrastructure Improvements - 2020 CDBG
- Village of Elmwood Street and Infrastructure Improvements - 2020 CDBG
- City of Menomonie WWTP Upgrades - 2020 CWF
- Village of West Salem WWTP Upgrades - 2020 CWF
- City of Cornell WWTP Updates - 2019 CDBG and CWF
- Village of Woodville Well #3 - 2019 CDBG and SDWP
- Weyauwega Water System Improvements - 2019 CDBG City of Stanley Community Center - 2019 CDBG
- Calumet County Planning Grant Administration- 2019 CDBG
- City of Owen Street and Infrastructure Improvements - 2019 CDBG
- Village of Spring Valley Street and Infrastructure Improvements - 2019 CDBG
- Village of Cadott Street and Infrastructure Improvements - 2018 CDBG
- Town of Campbell Street and Infrastructure Improvements - 2018 CDBG
- Village of Camp Douglas Community/Senior Center - 2018 CDBG
- City of Glenwood City WWTP Improvements - 2018 CDBG
- City of Menomonie Street and Infrastructure Improvements - 2018 CDBG
- Village of Milltown Library Addition - 2018 CDBG
- Village of Wausaukee Well and Wellhouse - 2018 CDBG

Education

Bachelor of Science in
Management - Business
Administration: University of
Wisconsin-Stout (2016)

Associates Degree in Finance:
Western Wisconsin Technical
College (1991)

Professional Affiliations

Society of Human Resource
Management (SHRM)

Total Experience

Since 1993

RENEE SWENSON

GRANT COORDINATOR



Education

Associate Degree in Accounting:
Chippewa Valley Technical
College (2018)

Total Experience

Since 2018

Renee Swenson is a member of Cedar's grant writing team and provides administrative support for all CDBG related grants as well as Clean Water Fund (CWF), Safe Drinking Water Program (SDWP), and Tax Incremental Finance (TIF). Renee is trained in the regulations of the respective programs and works on behalf of clients to ensure compliance and reporting meet the respective program guidelines.

She also attends all DHCD training programs for the CDBG-Housing Program and is knowledgeable of regulations relating to the CDBG-Housing Program, including owner and renter-occupied housing rehabilitation, the Homebuyer Program, and lead-based paint.

Areas of Expertise Include:

- Administration of \$12,100,402.31 in RLF Housing Awarded contracts
- Attendance and coordination of Housing committee meetings
- Administration of CDBG Public Facility Grants
- Administration of Home Sweet Menomonie down payment assistance program for the City of Menomonie
- Administration of the following CDBG-Housing Programs/Revolving Loan Funds:
 - ◊ Village of Alma Center
 - ◊ Village of Balsam Lake
 - ◊ City of Black River Falls
 - ◊ City of Blair
 - ◊ Village of Boyceville
 - ◊ Village of Clayton
 - ◊ Village of Colby
 - ◊ Village of Colfax
 - ◊ Village of Deer Park/Town of Cylon
 - ◊ City of Durand
 - ◊ Village of Eleva
 - ◊ Village of Ellsworth
 - ◊ City of Glenwood City
 - ◊ Jackson County
 - ◊ Town of Maiden Rock (Pierce County)
 - ◊ City of Menomonie
 - ◊ Village of Milltown
 - ◊ City of New Richmond
 - ◊ Pierce County
 - ◊ Village of Plum City
 - ◊ Town of Rock Elm
 - ◊ Town of Sand Lake (Sawyer County)
 - ◊ Village of Somerset
 - ◊ Village of Spring Valley
 - ◊ Town of Stone Lake (Washburn County)
 - ◊ Village of Taylor
 - ◊ City of Thorp
 - ◊ Town of Union (Pierce County)
 - ◊ Village of Woodville

FEE SCHEDULE

Cedar Corporation will provide grant administration services outlined in the Project Scope for the following **lump sum fee of \$25,000.**

The proposed fees include all meetings and travel costs.

2021 Schedule of Hourly Rates

NAME	TITLE	RATE
Lynn McIntyre	Project Manager II	\$130.00
Renee Swenson	Planner I	\$ 78.00

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.



THANK YOU

FOR YOUR TRUST
FOR YOUR BUSINESS

604 Wilson Avenue
Menomonie, WI 54751
715-235-9081
www.cedarcorp.com



SUBJECT: Approve a Resolution to Accept an Offer to Purchase City-Owned Parcel No. 201-01412-0000 to Robert Forster (*Planning*) Roll

RECOMMENDATION: Approval (*unanimously recommended by Plan Commission on August 3, 2021*)

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (unanimously approved on August 3, 2021)
Public Works Department
Planning & Development Department

EXHIBITS:

1. Proposed Resolution
2. Summary of Public Hearing held on August 3, 2021
3. Plan Commission Meeting Staff Report Summarizing Review Criteria for Sale of Parcel 1412 to Robert Forster
4. Aerial Map of Parcel 201-01412-0000 Requested for Purchase
5. Zoning Map of Parcel 201-01412-0000 Requested for Purchase

EXPENDITURES REQUIRED: No expenditures are required by the City.

AMOUNT BUDGETED: *This parcel of land was not identified as essential and is not saleable on its own, so no amount was budgeted for the sale of this property.*

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 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: The Comprehensive Plan calls for careful disposition of vacant land. This means making financially sound decisions with the land that we own, and ensuring that the highest and best use for the land is achieved. Based on the size and irregularity of this parcel and its location between private property and Main Street East, incorporating this land into the adjacent parcel to put it back on the tax roll and create a developable lot is consistent with the recommendations of the Comprehensive Plan.

SUMMARY STATEMENT:

Robert Forster has requested to purchase parcel #201-01412-0000 from the City for the purpose of combining it with parcel #201-01413-0000 into a single developable parcel.

Mr. Forsters purchased parcel #201-01413-0000 through the most recent Ashland County land auction, and would like to purchase the City-owned property which separates their property from Main Street East to provide right-of-way frontage and site access. Their initial intent is to utilize the property for more passive recreation and enjoyment when they visit Ashland, and will be planning to construct a small home on the site in the future per development standards of the City Center zoning district. Mr. Forsters is offering \$500 for this parcel.

A Public Hearing was held by the Plan Commission on August 3, 2021. No public comments were received during the public hearing.

RESOLUTION No. 17633

RESOLUTION TO ACCEPT AN OFFER TO PURCHASE CITY-OWNED PARCEL NO. 201-01412-0000 TO ROBERT FORSTER

WHEREAS, Robert Forster has submitted an offer to purchase a parcel of City-owned property, parcel ID #201-01412-0000 for the purpose of combining with their existing parcel #201-01413-0000 to provide Main Street East frontage and make it a developable parcel; and,

WHEREAS, the Plan Commission held a Public Hearing on August 3, 2021 and has unanimously recommended approval of the Offer to Purchase.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland at their regular meeting on August 10, 2021, hereby directs that parcel #201-01412-0000 be sold to Robert Forster for \$500 contingent upon the following:

1. The property to be purchased shall be surveyed by the purchaser prior to final sale; and
2. The parcel #201-01412-0000 shall be combined with parcel #201-01413-0000 through the Ashland County Register of Deeds office.

PASSED: August 10, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney



DRAFT City of Ashland Plan Commission Public Hearing Minutes

A meeting of the Ashland Plan Commission was held on
August 3rd, 2021 at 6:30 p.m. via GoToMeeting.

Committee Members Present: Ana Tochtermann, David Mettille,
Mayor Lewis, Laurie Gregor, Eric Lindell, John Beirl

Committee Members Absent: Katie Gellatly

Staff Present: Megan McBride

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

Public Hearing and Vote on a request to purchase a piece of City- owned land, parcel #201-01412-0000. Applicant Robert Forster

Motion to go into public hearing by David Mettille, seconded by Eric Lindell. Unanimously approved.

Megan McBride summarized the public hearing notice that was issued, and the staff report detailing the review criteria and staff recommendation for approval.

Mayor Lewis asked about the size of the parcel and appraised value. Megan explained that we don't know the appraised value, but estimated it to be around \$100 as this is what the City sold similarly sized irregular parcels for in the past. Since the cost of an appraisal was roughly \$400 and area appraisers are very busy, the applicant offered \$500 to the City for this parcel. There is nothing in our ordinance requiring that an appraisal take place, so the request is being brought forward as received.

John Beirl asked about the land auction process, and how it is determined which parcels will be sold. Megan answered that the Ashland County Register of Deeds office compiles a list of tax delinquent properties which can be taken on tax deed, and then holds auctions as they accumulate enough properties for a sale.

John Beirl also asked if the City keeps track of what land is being auctioned off by the

County through these sales.

Megan responded that she is sent a list of upcoming land which will be for sale, and typically gets quite a few questions about developability and eligible uses for parcels that are for sale. There are typically quite a few properties which do not sell each time, so it is difficult to know what land will transfer each time.

John asked if sale of this property would impact the anticipated Bay City Creek trail which will be located in this area in the future.

Megan McBride said that she did have the Parks and Public Works Departments both review the request, and confirmed that this parcel would not impact future trail development. The trail would utilize Stuntz Avenue to cross Main Street East, and the trail would likely pick up south of Main Street East given the challenges of crossing the ravine/bridge. Therefore, sale of the requested parcel would not impact any future City development plans or projects.

Mayor Lewis asked if there were any public comments.
There were no additional public comments.

Motion to go out of public hearing by Mayor Lewis, seconded by Ana Tochtermann. Passed unanimously.

Motion to approve the request by Eric Lindell, seconded by John Beirl. No discussion. Passed unanimously.



STAFF REPORT

Plan Commission – August 3, 2021

**Agenda Item # 5a: Public Hearing Vote on an Offer to
Purchase City-owned property**

Applicant: Robert Forster

Parcel No: 201-01412-0000

Staff Contacts: Megan McBride

Background

Robert Forster is requesting to purchase parcel #201-01412-0000 from the City for the purpose of combining with parcel #201-01413-0000 into a single developable parcel. The Forster's purchased parcel 201-01413-0000 through the most recent Ashland County land auction, and would like to purchase the City-owned property which separates their property from Main Street East to provide right-of-way frontage and site access. Their initial intent is to utilize the property for more passive recreation and enjoyment when they visit Ashland, and will be planning to construct a small home on the site in the future per development standards of the City Center zoning district.

Review Criteria for Offer to Purchase and Sale of Land:

1. Consistency with the Comprehensive Plan:

The Comprehensive Plan calls for careful disposition of vacant land. This means making financially sound decisions with the land that we own, and ensuring that the highest and best use for the land is achieved. Based on the size and irregularity of this parcel and its location between private property and Main Street East, incorporating this land into the adjacent parcel to put it back on the tax roll and create a developable lot is consistent with the recommendations of the Comprehensive Plan.

2. Consistency with the Unified Development Ordinance (U.D.O.):

A. Zoning District: City Center (CC)

The addition of the requested land for purchase (201-01412-0000) to parcel 201-01413-0000 will not impact consistency with standards for the City Center (CC) district. It will make the land already owned by Robert Forster developable for a small home according to the standards of the CC district, and provide direct site access to their property.

B. Compatibility of Proposed Development with Existing Development.

The piece of land requested for purchase by the applicant is currently vacant with no plans for development by the City. Incorporation into the adjacent parcel to create a developable lot would be compatible with existing uses and facilitate future use of the property which otherwise would not be possible.

STAFF RECOMMENDATION ON CONSISTENCY WITH THE UDO:

Combining the proposed parcel for purchase (201-01412-0000) with the adjacent parcel 201-01413-0000 would be in conformance with the requirements for this district as listed in the UDO, and would make the lot developable per the definitions and development standards identified in the UDO.

3. Consideration of Highest and Best Use:

Considering all factors as listed above, staff sees this as the highest and best use of the property. The small size and irregular shape of the parcel make it such that the City has no current or future use for it, and combination with the adjacent parcel to provide site access and create a new developable property on Main Street East would be the highest and best use for this parcel.

4. Additional Factors, including Compliance with other City Ordinances and State Statutes:

- A. The applicant shall apply with Ashland County for combination of parcels 201-01413-0000 and 201-01412-0000 into a single tax parcel.
- B. The City of Ashland's sale of land shall comply with Ordinance. 478: *An Ordinance to Establish the Process for Land Acquisitions and Sales.*

Staff Recommendation:

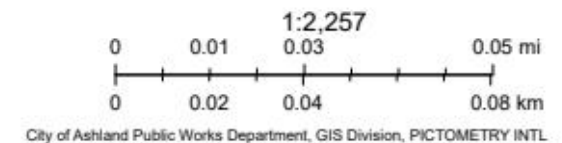
City staff recommends the APPROVAL of the Offer to Purchase parcel 201-01412-0000 by Robert Forster, contingent on the following items:

- 1) The property to be purchased shall be surveyed to identify the specific area of land being acquired prior to final sale.
- 2) The property shall be combined with parcel # 201-01413-0000 into a single parcel.

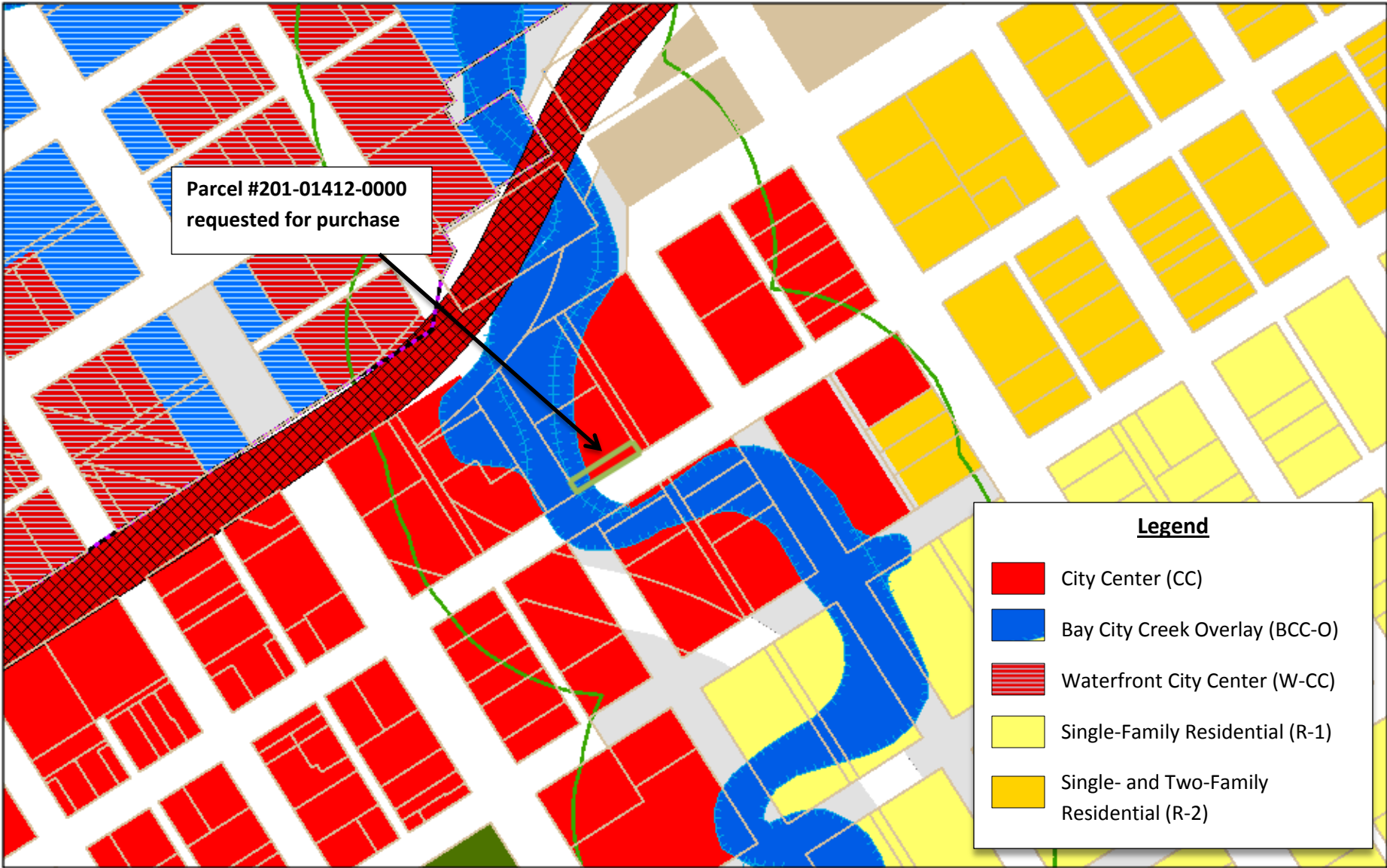
As a Public Hearing is scheduled, the Plan Commission should hear all input from the public prior to making a decision. The required Class 1 Public Hearing notice and all required public notices were issued for this item.

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

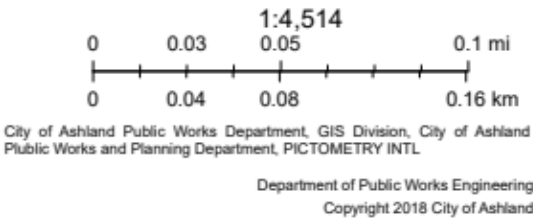
Aerial Map of Parcel 201-01412-0000 Requested for Purchase



Zoning Map of Parcel 201-01412-0000 Requested for Purchase



7/30/2021, 2:42:59 PM



SUBJECT: Approve Memorandum of Understanding (MOU) Grant Agreement between the City of Ashland and AARP to Accept a \$10,000 Community Challenge Grant for Downtown Benches (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Attorney

EXHIBITS: 1. Proposed Memorandum of Understanding (MOU)

EXPENDITURES REQUIRED: \$10,000 - AARP grant award
\$10,000 - Budgeted Matching Funds - Fund 245
\$20,000 - Total

AMOUNT BUDGETED: \$10,000 - AARP grant award
\$10,000 - Budgeted Matching Funds - Fund 245
\$20,000 - Total

APPROPRIATION REQUIRED: Both grant and match funding from Fund 245 were budgeted in anticipation of applying for this AARP grant.

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 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: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. The Comp Plan specifically recommends the City implement a Main Street program, and establish a targeted revitalization zone on Main Street through streetscape and placemaking improvements. Benches were specifically identified as a high priority in the City's 2019 Downtown Resident Survey.

SUMMARY STATEMENT:

The City Planning Department applied for grant funding through the AARP Community Challenge Grant to support purchasing unique benches for the downtown and including some elements of public art in the benches.

City staff have reached out to local artists and local arts organizations, and will be convening a planning and design meeting in mid-August. All benches and public art supplies will be purchased in 2021 in accordance

with the timeline identified in the MOU, and the public art (painting and/or mosaic work) will be completed in Fall/Winter 2021-2022.

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between **AARP**, a social welfare City located at 601 E Street, NW, Washington, DC 20049 and City of Ashland, a Wisconsin municipality, located at 601 Main St W, Ashland, Wisconsin 54806 ("City"). Whereas, AARP wishes to grant City funding for the purposes set forth herein, and City wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide City with grant funding of **\$10,000.00** ("Grant Funds") so that City may improve the community by enhancing multigenerational interaction and connection by improving public space ("Goal"). City will perform the activities described herein between the execution of this contract and December 31, 2021 ("Grant Period"). Payment shall be provided according to the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to City, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$10,000.00**
- b. *Scope of Grant and Anticipated Activities to be Funded.* City shall use the Grant Funds to undertake the following activities at 601 Main St W, Ashland, Wisconsin and achieve the following deliverables (collectively "Grant Activities"):
 - i. City will purchase and install twenty (20) new wooden benches, made of materials suitable for outdoor use, within the community's Main Street Program boundaries (Main Street from Ellis Avenue to 9th Avenue West, and adjacent commercial avenues).
 - ii. City will prepare a Request for Proposals.
 - iii. City will install twenty (20) signage on benches recognizing AARP's support, the local artist featured, and local sponsor (if applicable).
 - iv. City agrees that all Grant activities shall be conducted in accordance with CDC, state and local health regulations.
 - v. City will include AARP provided and approved branding and language that indicates AARP's support for the Challenge project as applicable:
 - 1.b.v.1 Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - vi. City will include a focus on 50+ residents in the implementation of the deliverables below, including:
 - 1.b.vi.1 Permanent Structures:
 - 1.b.vi.1.1 Structures that improve Public spaces (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include elements designed for 50+ residents and a permanent plaque or other sign that indicates support from AARP
 - 1.b.vi.2 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
 - vii. Project(s) will be complete by December 31, 2021.

- c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within forty-five (45) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. City will submit After Action Report with visuals (photos and/or video) to AARP national office by December 31, 2021.
- d. *Documentation and Right to Audit.* City shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. City shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit City's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
2. **Permissible Use of Funds, Repayments, and Refunds.** City shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from City upon written demand. If City anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if City fails to comply with any term of this Agreement, City agrees to return any unexpended portion of the Grant Funds in City's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on January 31, 2022. The Agreement may be terminated by AARP at any time and for any reason upon written notification to City. Upon such termination, City shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide City with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or

omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.

7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** City shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants City a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, City grants AARP a non-exclusive, royalty-free, world-wide, license to use City's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and City to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, City shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of

such a nature that the recipient party has reason to believe it is confidential. City shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) City is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.

12. **Additional Terms.** City shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the City:

AARP

Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049

City of Ashland

Megan McBride
601 Main St W
Ashland, Wisconsin, 54806

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: Jean Setzfand

Title: Senior Vice President, Programs

Date: _____

City of Ashland

By: _____

Printed Name: _____

Title: _____

Date: _____

SUBJECT: Approve an Ordinance to Amend Chapter 922, Alcoholic Beverages Regulation, Ashland City Ordinances to Update 922.40(g) Failure to do Business (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS: 1. Proposed Ordinance

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 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:

SUMMARY STATEMENT:

As a matter of housekeeping, the Clerk is asking approval to update Chapter 922.40(g) to remove Chapel on Third Event Center and add Bay City Cultural Center as a bona fide club.

As of the 2021-2022 Alcohol Licensing year, Sanctuary Holdings LLC dba Chapel on Third Event Center did not renew their reserve Class B Combination alcohol license for 310 Chappel Avenue, Ashland. They are listed within Chapter 922.40(g) as a bona fide club and will need to be removed since this is no longer in existence.

In 2018, Bay Area Cultural Center (formerly Bohemian Hall) was approved for a Class B Combination alcohol license for their club. They were also approved as a bona fide club to enable them to be exempt of Chapter 922.40(g) Failure to do Business. The Ordinance does not signify this change and is asking for approval to make this correction.

922.40(g) Failure to do Business. Within one hundred eighty (180) days from the initial issuance of a Class A or Class B intoxicating liquor or fermented malt beverage license, a licensee shall be open for business with adequate stock and equipment or the license shall be revoked by the Common Council following a revocation

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

Sequential Ordinance No. 2021-1948

Chapter No. 922 (1488)

ORDINANCE TO AMEND CHAPTER 922 (1488) ALCOHOL BEVERAGES REGULATION, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of August 10, 2021 for the purpose of amending Chapter 922.40(g) Failure to do Business to update organizations approved to be bona fide clubs.

SECTION I:

922.40(g) shall be amended to read:

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

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: August 10, 2021

PUBLISHED: August 13, 2021

Kevin Haas, Councilperson

ATTEST:

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Waive Chapter 922.40(g) for EFM Holdings dba The Spot Bar at 220 Main Street East, Ashland through November 30, 2021 *(Clerk) Voice*

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:**

COMPLIANCE WITH ORD. 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:

SUMMARY STATEMENT:

EFM Holdings dba The Spot Bar at 220 Main Street East, Ashland has renewed their Class B Combination Fermented Malt Beverage and Intoxicating Liquor alcohol license for the 2021-2022 licensing year. There are plans in process of opening a full-service restaurant and bar at this location under Stokes Smokehouse LLC later in the year.

The Clerk is requesting Council to waive Chapter 922.40(g) Failure to do Business for The Spot Bar through November 30, 2021 as they plan to open their establishment by that time. The formal request from Nathan Monkeliën, owner of The Spot Bar is below:

We are indeed planning to open a restaurant and bar by November 1st of this year. We are just about to begin construction on Stokes Smokehouse and will be at least up and selling beverages by the November 1st open date and hopefully the restaurant as well.

"922.40. Local options.

(g) Failure to do Business. Within one hundred eighty (180) days from the initial issuance of a Class A or Class B intoxicating liquor or fermented malt beverage license, a licensee shall be open for business with adequate stock and equipment or the license shall be revoked by the Common Council following a revocation hearing. If any Class A or Class B intoxicating liquor or fermented malt beverage licensee shall suspend or cease doing business for a period of 180 days, the license shall be revoked by the Common Council following a revocation hearing. For the purposes of this subsection, the licensed premises must be open for business a minimum of twenty (20) hours per week or the license will be subject to the failure to do business provisions. The 180 days shall not necessarily need to be successive to impose the provisions of this subsection...."

SUBJECT: Approve an Application for Class B Combination Fermented Malt Beverage and Intoxicating Liquor License for Samdesiel LLC, and Agent Pat Hunt at 305 Main Street East, Ashland (*Clerk*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS:

1. Original Alcohol Application
2. Letter of Surrender
3. Provisional Class B Combination Alcohol License No 1822P

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on August 3, 2021 that Samdesiel LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 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:

SUMMARY STATEMENT:

Samdesiel LLC and agent Pat Hunt, have applied for a Class B Combination Fermented Malt Beverage and Intoxicating Liquor Alcohol license for The 5th Quarter at 301 Main Street East, Ashland, WI.

Pat Hunt, owner of Samdesiel LLC, has taken over management and as agent of the alcohol license for The 5th Quarter due to increasing health issues of owner and operator Brad Hanson. Pat has now signed a lease to gain control altogether over the property, therefore he is required to submit an original application for the current alcohol license for The 5th Quarter. A Letter of Surrender has been signed by Brad Hanson to make one available for application.

In order to continue operation of the bar, a provisional license has been awarded to Samdesiel LLC until approved by Council, expiring September 28, 2021. A formal Class B Combination license will be granted for

The 5th Quarter at the time of approval. If the application is not approved on or before September 28, 2021, the provisional license cannot be extended, nor can Hunt reapply for a provisional license.

The Clerk is requesting that Council approve the Class B Combination Fermented Malt Beverage and Intoxicating Alcohol license and its agent, Kevin Hunt.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-30-2021 ending: 6-30-2022
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-1030716774-04</u>	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>15.00</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>15.00</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 50
TOTAL FEE	\$ <u>80.00</u>

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

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

President / Member Last Name <u>Hunt</u>	(First) <u>Pat</u>	(Middle Name) <u>A.</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1505 9th Ave. W Ashland, WI</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>59806</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Sandiesel LLC dba The Fifth Quarter Business Phone Number 715 682 6766
2. Address of Premises 301 Main St. E. Ashland, WI Post Office & Zip Code 59806

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

Corner lot at 301, Beige earth tone color
bottom floor. Approx. 1,100 sq. ft. full basement
but empty. One exit on main and one on
3rd Ave.

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

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

(b) If yes, under what name was license issued? BRAD HANSON dba THE 5th QUARTER

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 5/28/21 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain. KRPS dba Super H Foods
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>Pat Hunt, A</u>	Title/Member <u>KRPS</u>	Date <u>7-30-21</u>
Signature <u>Pat Hunt</u>	Phone Number <u>715-292-1579</u>	Email Address <u>hunta26@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>7-30-2021</u>	Date reported to council / board <u>8-10-2021</u>	Date provisional license issued <u>7-30-2021</u>	Signature of Clerk / Deputy Clerk <u>Denise Cliphant</u>
Date license granted <u>1800P</u>	Date license issued	License number issued <u>1800P</u>	

AT-106 (R. 3-19) 8-10-2021

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Hunt</u> (first name) <u>Pat</u> (middle name) <u>Allan</u>	
Home Address (street/route) <u>1505 9th Ave W.</u>	Post Office <u>Ashland</u> City <u>Ashland</u> State <u>WI</u> Zip Code <u>54806</u>
Home Phone Number <u>715-292-1579</u>	Age <u>59</u> Date of Birth <u>7-3-62</u> Place of Birth <u>Ashland, WI</u>

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

☒ Applying for an alcohol beverage license as an individual.

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

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

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 39 yrs.
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
DUI 11-19-09
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. KRPS dba Super H Foods
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name <u>Super H Foods</u>	Employer's Address <u>511 East Main</u>	Employed From <u>4-1-2011</u>	To <u>Present</u>
Employer's Name <u>Enbridge Energy</u>	Employer's Address <u>Superior, WI</u>	Employed From <u>12-3-06</u>	To <u>5-15-10</u>

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


(Signature of Named Individual)

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Sampesiel LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

The Fifth Quarter
(Trade Name)

located at 301 Main St. E. Ashland, WI 54806

appoints Pat Hunt
(Name of Appointed Agent)

1505 9th Ave. W. Ashland, WI 54806
(Home Address of Appointed Agent)

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

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
KRPS dba Super H Foods Ashland, WI 54806

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 39 yrs.

Place of residence last year 1505 9th Ave. W. Ashland, WI 54806

For: 26 yrs.
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Pat Hunt, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

[Signature] 73021 Agent's age 39
(Signature of Agent) (Date)
1505 9th Ave. W. Ashland, WI 54806 Date of birth _____
(Home Address of Agent)

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

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

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

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

City Clerk
601 Main Street West
Ashland WI 54806
Phone 715-682-7071
Fax 715-682-7048

LETTER OF SURRENDER OF ALCOHOL BEVERAGE LICENSE

I/WE Bradley A. Han
Name of Individual/Partnership/Limited Liability Company/Corporation/Organization

Do hereby surrender my/our current Alcohol Beverage license, which has been
issued to me/us by the City of Ashland to the City of Ashland.

Effective Date 7-30-21

Signatures Bradley A. Han

Date signed 7-30-21

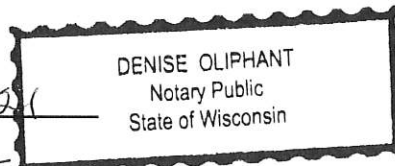
County of Ashland, State of WI

Subscribed and sworn to before me this

30th Day of July, 2021
Denise Oliphant

Notary

Commission Expires 12-16-2021



***PROVISIONAL LICENSE – EXPIRING
SEPTEMBER 28, 2021***

**CLASS B COMBINATION LICENSE NO. 1822P
FOR THE SALE OF FERMENTED MALT BEVERAGES
AND INTOXICATING LIQUORS**

WHEREAS, the local governing body of the City of Ashland, County of Ashland, Wisconsin, has, upon application duly made, granted and authorized the issuance of a license to:

**SAMDESIEL LLC dba THE FIFTH QUARTER
PAT HUNT, AGENT**

AND WHEREAS, pursuant to Section 125.51(2) of the Statutes of the State of Wisconsin and local ordinances, the said applicant has paid to the treasurer all fees and has complied with all the requirements necessary for obtaining the following license/s:

Class B Fermented Malt Beverage	\$ 15.00
Class B Intoxicating Liquor	\$ 15.00

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, the following described premises:

**301 MAIN STREET EAST, ASHLAND
1ST STORY & BASEMENT**

For the period from July 30, 2021 to September 28, 2022.

**Given under my hand and corporate seal of the City of Ashland,
Ashland County, Wisconsin,
this 30th day of July, 2021.**


Denise Oliphant, City Clerk

(SEAL)

SUBJECT: Approve an Application for Class B Combination Fermented Malt Beverage and Intoxicating Liquor License for Stokes Smokehouse, and Agent Karly Schultz at 315 Main Street East, Ashland (*Clerk*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS:

1. Stoked Smokehouse LLC Original Alcohol License Application
2. Letter of Surrender - signed by N Sztynodor for NRS Enterprises of Ashland LLC

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on August 3, 2021 that Stokes Smokehouse LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 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:

SUMMARY STATEMENT:

Stokes Smokehouse LLC and Agent Karly Schultz has applied for a Class B Combination Fermented Malt Beverage and Intoxicating Liquor Alcohol license for 315 Main Street East, Ashland, WI.

Stoked Smokehouse LLC was formed in June 2021 with the intention of purchasing the property at 315 Main Street East, Ashland, also known as Stagecoach Bar & Grille and currently owned by Nancy and Ronald Sztynodor dba NRS Enterprises of Ashland LLC. Nancy Sztynodor has signed a Letter of Surrender for the alcohol license connected to this property, although she continues to operate and hold a license for the Bay Area Cultural Center, formerly known as Bohemian Hall.

The application has been published in the Daily Press three consecutive times as required by the State. The anticipated closing date of the Stagecoach Bar & Grille property is August 12, 2021.

Council is asking for approval of alcohol license application submitted by Stokes Smokehouse, LLC, and its agent, Karly Schultz.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 08/10/2021 ending: 06/30/2022
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-1030764013-02</u>	
FEIN Number <u>81-1234099</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>500</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>50</u>
TOTAL FEE	\$ <u>650</u>

plotted 40 11mo
550
+50
600

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Stoked Smokehouse LLC

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

President / Member Last Name <u>MORAN</u>	(First) <u>ERIC</u>	(Middle Name) <u>PETER</u>	Home Address (Street, City or Post Office, & Zip Code) <u>201 W NORRIE ST, IRONWOOD, MI, 49938</u>
Vice President / Member Last Name <u>Wygonik</u>	(First) <u>Rebecca</u>	(Middle Name) <u>Ann</u>	Home Address (Street, City or Post Office, & Zip Code) <u>PO Box 273, Washburn, WI, 54891</u>
Secretary / Member Last Name <u>Halfaday Jr</u>	(First) <u>Peter</u>	(Middle Name) <u>John</u>	Home Address (Street, City or Post Office, & Zip Code) <u>15801 Lake Rd, Ashland, WI, 54806</u>
Treasurer / Member Last Name <u>Monkeliich</u>	(First) <u>Nathan</u>	(Middle Name) <u>Frank</u>	Home Address (Street, City or Post Office, & Zip Code) <u>322 Beaver Ave, Ashland, WI, 54806</u>
Agent Last Name <u>Schultz</u>	(First) <u>Karly</u>	(Middle Name) <u>Ann</u>	Home Address (Street, City or Post Office, & Zip Code) <u>201 W Norrie St, Ironwood, MI, 49938</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Stagecoach Bar + Grill Business Phone Number 715-292-6710

2. Address of Premises 315 Main Street East Post Office & Zip Code Ashland, WI, 54806

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

Within the main floor, backroom, basement, and kitchen including behind the bar.

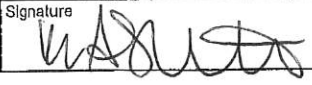
4. Legal description (omit if street address is given above): _____

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

(b) If yes, under what name was license issued? WDS Enterprises of Ashland LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
My license (Operator's "Bartenders") has expired. I plan to complete the course work and pay the required fee by Aug. 10th, 2021
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
 If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 06/16/2021 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
 If yes, explain.
Nathan F Monkelien "ENF Holdings"
at 220 Main Street E Ashland, WI 54806
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>Schultz, Karly, A</u>	Title/Member <u>Agent</u>	Date <u>07/29/2021</u>
Signature 	Phone Number <u>715-681-0992</u>	Email Address <u>Karly@stokedsmokehouse.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Stoked Smokehouse LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Stagecoach Bar + Grill
(Trade Name)

located at 315 E Main Street Ashland, WI 54806

appoints Karly Schultz
(Name of Appointed Agent)

201 W Norrie St. Ironwood, MI 49938
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 21 years

Place of residence last year 314 14th Ave W Ashland, WI 54806

For: _____
(Name of Corporation / Organization / Limited Liability Company)

By: _____
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Karly Schultz, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

M. A. Sully 07/29/21 Agent's age 28
(Signature of Agent) (Date)

201 W Norrie St Ironwood, MI 49938 Date of birth 03/07/1993
(Home Address of Agent)

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

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

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Schultz		Karly		Ann	
Home Address (street/route)		Post Office	City	State	Zip Code
201 W Norrie St		Ironwood	Ironwood	MI	49938
Home Phone Number		Age	Date of Birth	Place of Birth	
715-681-0992		28	03/07/1993	Ashland	

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

☐ Applying for an alcohol beverage license as an **individual**.

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

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

which is making application for an alcohol beverage license.

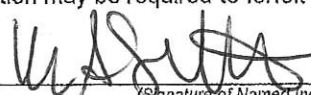
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 21 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
St. 201.12 Via date 10/16/18, Trial date 11/20/18, \$263.50; closed - Ashland County - City of Ashland
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Tractor Supply Company	1700 Lake Shore Dr E Ashland, WI 54806	06/07/2021	07/23/2021
Employer's Name	Employer's Address	Employed From	To
Affirm Background Screening Inc.	310 Stuntz Ave Suite 101 WI 54806	11/04/2019	06/04/2021

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

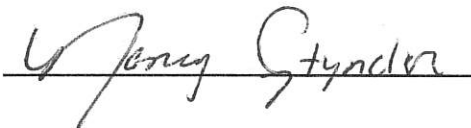

(Signature of Named Individual)

LETTER OF SURRENDER OF ALCOHOL BEVERAGE LICENSE

I/WE NRS Enterprises of Ashland LLC
Name of Individual/Partnership/Limited Liability Company/Corporation/Organization

Do hereby surrender my/our current Alcohol Beverage license, which has been
issued to me/us by the City of Ashland to the City of Ashland.

Effective Date 8/12/21

Signatures 

Date signed 7/30/21

County of Ashland, State of WI

Subscribed and sworn to before me this

30th Day of July, 2021
Denise Cliphant

Notary

Commission Expires 12-16-21

Contingent Upon Sale of Premises - Sale date 8/22/21

SUBJECT: Approve to Hire a Utility Administrative Manager for the City of Ashland Water and Wastewater Utilities (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administration
Finance Director
Public Works Director

EXHIBITS:

EXPENDITURES REQUIRED: \$25,000 - \$34,000 Estimate for Wages & Benefits for remainder of 2021

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: Estimated \$25,000 - \$34,000 - 50% Water Utility & 50% Wastewater Utility

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 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: The proposed staff position conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The Public Works Department and the Finance Department, with support from City Administration, is requesting approval to hire a full-time Utility Administrative Manager for the City of Ashland Water and Wastewater Utilities (Utility). Currently, administrative support is provided by a combination of staff from the Public Works and Finance Departments.

The assigned duties and responsibilities of this position will include utility billing, utility credits, administration of the utility disconnect policy for collections, customer service, and other utility related administrative duties. The position will be split 50-50 between the Water and Wastewater Utilities. City staff are currently working on a full job description along with education, qualifications, and experience needed for the position. Once this is completed a wage rate range will be determined. If the position is approved, the cap of the wage rate would be \$29 per hour depending on experience/qualifications/education, with a start date as soon as possible.

The Public Works Administrative Manager and Public Works Office Clerk provide daily support to the Utility,

including preparation/oversight of budgets, accounts payable, accounts receivable, payroll, regulatory reporting, regulatory compliance, and general office administration.

The Treasurer/Comptroller is responsible for utility billing, utility credits, administration of the utility disconnect policy for collections, receipting, customer service and utility customer credits. The Finance Director provides a variety of accounting and financial services to the utility that are related to planning, managing, and accounting for the financial assets.

The Public Works Administrative Manager is the most experienced employee within the Public Works Department and is relied upon for a wide variety of tasks and functions within the department, including recently serving as the Interim Public Works Director. Currently, 50% of this position is allocated to utility functions.

The above key employees within the Finance and Public Works Departments are lacking proper employee back-up for critical skills which are needed when there are employee absences or retirements. This position would provide needed employee back-up.

The Finance Director reports that the department has been unable to effectively complete all utility-related duties assigned to them along with all the other city-wide financial responsibilities of the department. Over the past few years, the finance department and the clerk's office have been working together to restructure the departments and share daily tasks. The restructure included staff reductions. The finance department previously oversaw the water meter reading position which was transferred to Public Works in May 2019 for organizational efficiencies. Currently the reorganization has resulted in the Finance Department reducing staff from 5 full-time employees (FTEs) to 3.5 FTEs and the Clerk's office reducing staff from 3 FTEs to 2.5 FTEs. Also included in the restructure plan was new software to assist with efficiencies, which it has done, but as stated previously, the finance department cannot complete all the duties it is responsible for in a timely or efficient manner. Therefore, the Finance Director recommends the transfer of duties to a Utility Administrative Manager to allow adequate time for the Finance Department to complete other city-wide duties.

The Public Works Department and the Finance Department are requesting approval to hire a Utility Administrative Manager within the 2021 budget year to allow for training for efficiency and timely completion of duties for this position, provide employee duty overload relief, provide for employee critical skills back-up and succession planning within both departments.

This position would also provide the needed administrative assistance with a proposed large scale capital project to upgrade the existing water metering system and other utility related projects, and would provide the staff time necessary to administer the recently recommended reasons for moving to a bi-monthly utility billing.

Additional reorganization of staff/duties related to Utility and Public Works administration are necessary due to the recommended changes in the Utility billing cycle and planned water metering system upgrade. These changes will be presented to Council as part of the 2022 budget.

SUBJECT: Approve to Accept \$700,000 2021 Community Development Block Grant (CDBG-CV) for Emergency Homeless Shelter on Behalf of Northwest Community Services Agency Inc. (Mayor) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS: 1. Department of Administration Award Letter, August 4, 2021

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 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 Mayor 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:

SUMMARY STATEMENT:

On June 29, 2021, City Council unanimously approved the submission of a CDBG-CV pass/through grant from the Wisconsin Department of Administration in the amount of \$700,000. On August 4, 2021, the City received notice that the grant was awarded in the full amount requested. There is no match requirement for this grant.

The grant will be used to fund the purchase of an existing building to be used as an Emergency Homeless Shelter in the City of Ashland. The shelter will be owned and operated by Northwest Community Services Agency ("NWCSA"). Council is asked to approve acceptance of this grant so that the shelter can be open and available before the winter of 2021.



STATE OF WISCONSIN

DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Susan Brown, Division Administrator

August 4, 2021

The Honorable Debra Lewis, Mayor
City of Ashland
601 Main Street W
Ashland, WI 54806

RE: City of Ashland 2021 Community Development Block Grant for CV Project Award and Pre-Agreement Requirements

Dear Mayor Lewis:

Thank you for your recent Community Development Block Grant for the CV project proposal to purchase an existing building to be used as an Emergency Homeless Shelter. 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 \$700,000 for this CDBG-CV 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 5-7 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 5-7.

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-CV 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.

August 4, 2021

Page 2 of 7

City of Ashland

CDBG-CV Award Amount: \$700,000

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

Susan Brown, Division Administrator

Division of Energy, Housing and Community Resources

Attachments: 6

cc: Denise Oliphant, City Clerk, City of Ashland
Brant Kucera, City Administrator, City of Ashland
David Pawlisch, Director, Bureau of Community Development, DEHCR
Kristine Haskin, Budget and Policy Analyst – Advanced, DEHCR

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City of Ashland
CDBG-CV Award Amount: \$700,000

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

August 4, 2021
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City of Ashland
CDBG-CV Award Amount: \$700,000

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 \$<Award Amount> represents approximately <Insert Percent>% of the proposed project costs. Total costs for this project are estimated to be \$<Total Project Cost>. 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 once it is scheduled. Training information will be posted on the Bureau of Community Development website and Grantees will receive notification when training is available.

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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City of Ashland
CDBG-CV Award Amount: \$700,000

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.

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City of Ashland

CDBG-CV Award Amount: \$700,000

9. 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).
10. 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 CV 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.)
11. 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.
12. 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.
13. 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-Project Documents:

The following documents are required prior to the start of any construction or activity under this contract 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. If you require assistance with the Environmental Review Record please contact the Environmental Desk at: DOAEnvironmentalDesk@wisconsin.gov
- 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

August 4, 2021

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City of Ashland

CDBG-CV Award Amount: \$700,000

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.

Assigned DEHCR Project Representative:
Tamra Fabian, Grants Specialist – Advanced
608-516-6322
Tamra.fabian@wisconsin.gov