

**THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON
at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABILITY TO ATTEND VIRTUALLY**

Please contact the Clerk's office if you require accommodations to attend the meeting.

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone.

United States (Toll Free): [1-877-309-2073](tel:1-877-309-2073)

Access Code: 500-263-957

**ASHLAND CITY COUNCIL MEETING
Tuesday, November 16, 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. October 26, 2021 Council Meeting Minutes

B. October 26, 2021 Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. CONSENT AGENDA

A. Approve to Accept a Wisconsin DNR Outdoor Recreation Aids Grant for \$300,000 for Ashland Oredock Redevelopment (*Parks*)

B. Approve to Accept a Pass-through Grant for \$10,000 from International Mountain Bike Association (IMBA) for the Planning and Design of Future Mountain Bike Trails on the Ashland Memorial Medical Center Campus (*Parks*)

C. Approve an Agreement between the City of Ashland and Northwest Community Services Agency Inc. (NWCSA) for CDBG CV Grant 21-38 for a Homeless Shelter (*Mayor*)

- D. Approve an Original Alcohol Beverage Retail License Application for a Class B Fermented Malt Beverage and Class C Wine License for One Night in Bangkok, LLC at 311 Main Street East, Ashland, Agent Jodi Rush (Clerk)**
- E. Approve Utility Access Agreement at 1522 9th Avenue West and 1604 9th Avenue West (Public Works)**
- F. Approve a Proposal from the Historical Consulting, LLC for Professional Services to Prepare Nomination of a Fifield Row Historic District on the National Register of Historical Places (Planning)**
- G. Miscellaneous Meeting Minutes**

7. NEW BUSINESS

- A. Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy (Administrator) Roll**
- B. Approve to Increase the Contract with Managing Results, LLC as the Strategic Planning Consultant for the City of Ashland (Administrator) Roll**
- C. Approve a Resolution to Submit an EPA Brownfields Site Assessment Grant Application (Planning) Roll**
- D. Approve an Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson Inc. for Preparation of an EPA Brownfields Site Grant Application (Planning) Roll**
- E. Approve a Resolution to Rezone Parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1). Applicant: Lawrence Pufall (Planning) Roll**

8. ADJOURNMENT

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

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

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Access Code: 686 459 133

ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, October 26, 2021 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, October 26, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis 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, Sarah Jackson, Ana Tochtermann (5:35 pm), Eric Lindell, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Attorney Max Lindsey, City Clerk Denise Oliphant, Deputy City Clerk Chelsea List, Public Works Director John Butler, Planning and Zoning Director Megan McBride, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

Lewis asks that the September 28th Council Agenda is amended to reflect that the Police Open House is from 10am-12pm. Kevin Haas moved, seconded by Eric Lindell to approve the minutes as amended. Motion carried unanimously by voice vote.

A. September 23, 2021 Committee of the Whole Budget Work Session Minutes

B. September 28, 2021 City Council Meeting Minutes

C. October 7, 2021 City Council Meeting and Budget Work Session Minutes

D. October 12, 2021 City Council Meeting Minutes

Lewis asked that the September 28th Council Agenda is corrected to reflect that the Police Open House is from 10am-12pm. Haas moved, seconded by Lindell to approve the minutes as amended. Motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Jeanne Olbekson, PO Box 786, Ashland, thanked the Council for approving to move forward with a homeless shelter, but reminded Council of the need for an emergency warming shelter as well.

5. MAYOR'S REPORT

A. Announcements

Reminded Council of the Open House Celebration and ribbon cutting ceremony at the new police facility from 10:00 am to 12:00 pm on Friday October 29, 2021. The Mayor also asked for Council's response to the proposed budget work session dates.

B. Appointments

The Mayor requested approval of Susan Askue to the Beautification Council, replacing Layne Richardson, term to expire February 15, 2023; and Anne Chartier to the Public Works Committee, replacing Melodie Phipps, term to expire September 30, 2024. Lindell moved, seconded by Haas to approve the appointments. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Approve a Schedule of Appointment of Agent Application for Krist Food Mart #65 at 521 Lake Shore Drive East, Ashland, WI, Applicant Crystal Vaillancourt (Clerk)

B. Miscellaneous Meeting Minutes

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

7. NEW BUSINESS

A. Approve to Adopt the City of Ashland Energy Action Plan as Drafted by Partners in Energy (*Planning*) Voice

Lindell moved, seconded by Seefeldt to approve to adopt the City of Ashland Energy Action Plan as presented. The motion passed unanimously by voice vote.

B. Approve Xcel Energy Memorandum of Understanding Phase 2 - Plan Implementation as the City of Ashland's Adopted Energy Action Plan (*Planning*) Roll

Haas moved, seconded by Lindell to approve the Memorandum of Understanding. The motion passed unanimously by roll call vote.

C. Approve to Waive Bid Requirements of chapter 194 Procurement of Goods and Services, Ashland City Ordinances, and Approve a Contract for Maintenance Assessment Services with Associated Appraisal Consultants, Inc. (*Clerk*) Roll

Moore moved, seconded by Seefeldt to waive the bid requirements and approve a 5-year contract with Associated Appraisal Consultants, Inc for \$152,500 for years 2022 through 2026. The motion passed unanimously by roll call vote.

Tochterman left the meeting virtually at 5:57pm.

D. Approve to Award a Contract to Northern Interstate Construction for the 6th Street East Reconstruction and Utility Replacement Project (*Public Works*) Roll

Lindell moved, seconded by Moore to approve to award a contract to Northern Interstate Construction for \$1,606,810.00. The motion passed unanimously by roll call vote.

Tochterman returned to the meeting in person at 6:02pm.

E. Approve a Resolution to Amend Resolution No. 17640 to Approve a Revision of the City of Ashland Ward Plan (*Clerk*) Roll

Ortman moved, seconded by Haas to approve the resolution. City Attorney Max Lindsey presented on the proposed ward map for the City, and recommended striking the last paragraph of the resolution to remove the paragraph in the resolution referring to Aldermanic Districts and at-large Council seats, as this needed to be decided at a future meeting. Ortman moved, seconded by Franek to recognize Jeanne Olbekson to speak to Council, and was approved unanimously by voice vote. Ortman and Haas both accepted Lindsey's recommendation, and the motion to approve the resolution as amended passed unanimously by roll call vote.

8. CLOSED SESSION

Lindell moved, seconded by Moore to enter into Closed Session. The motion passed unanimously by voice vote.

A. CLOSED SESSION Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (*Copper Cup*) City Attorney Roll

Moore moved, seconded by Haas and was approved unanimously to allow Planning Director Megan McBride to remain during Closed Session.

B. RETURN TO OPEN SESSION

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

C. REPORT OF ACTION TAKEN DURING CLOSED SESSION

The Mayor reported that there was no action taken by Council during Closed Session.

9. ADJOURNMENT

Moore moved, seconded by Lindell 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 **October 26, 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, October 26, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 7:40pm in the City Council Chambers.

2. Approval of Agenda

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

3. Discussion Items

- A. Discussion Only Regarding the American Rescue Plan Act (ARPA) Funds
(Administration)

Kucera introduced his presentation by explaining the ARPA Funds Act, and the steps the City has already taken to begin the process of determining the expenditures and projects that qualify under the rules of the act.

- B. Continue Discussion and Presentation of Proposed 2022 City of Ashland Budget

Department budgets were presented by Planning Director, Megan McBride and Vaughn Public Library Director, Sarah Adams.

4. Adjournment

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

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SUBJECT: Approve to Accept a Wisconsin DNR Outdoor Recreation Aids Grant for \$300,000 for Ashland Oredock Redevelopment (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Ashland Oredock Charitable Trust
Parks and Recreation Committee

EXHIBITS:

1. WI DNR Outdoor Recreation Aids Grant Agreement
2. WI DNR Grant Award Letter, October 26, 2021

EXPENDITURES REQUIRED: \$300,000.00 - Match - Ashland Oredock Charitable Trust

AMOUNT BUDGETED:

- \$ 150,000.00 - Wisconsin Coastal Management Grant (2019)
- \$ 50,757.00 - USFWS SFR (2021)
- \$ 100,000.00 - DNR RTP (Pending)
- \$ 300,000.00 - DNR Outdoor Rec Grant (2021, this grant)
- \$1,600,000.00 - Ashland Oredock Charitable Trust (match)
- \$2,200,757.00 - Total Budget towards Ashland Oredock Redevelopment: Diamond Access**

APPROPRIATION REQUIRED: \$300,000.00 - Match - Ashland Oredock Charitable Trust

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, Waterfront Redevelopment Plan, and Ashland Oredock Concept Design Report.

SUMMARY STATEMENT:

City Staff has been seeking funding opportunities for the Ashland Oredock Redevelopment since 2015. This grant was originally applied for in 2019 and finally approved in 2021 by the Joint Finance Committee. With the addition of this grant, the City plans to go out for bid for the Diamond Access project in early 2022, and start construction in the spring/summer 2022.

This award will assist in paying for the construction of the elevated walkway from the current 151 lookout to the end of the Oredock, giving the public access to the diamonds.

**OUTDOOR RECREATION AIDS
GRANT CONTRACT**
Form 8700-065c (8/12)

Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

City of Ashland

SADLP3201336

City of Ashland - 2021 Ore Dock Development

Knowles-Nelson Stewardship Program
Acquisition and Development of Local Parks

July 1, 2021 through June 30, 2023

This project is for Diamond Access which includes construction of an ADA elevated walkway on the 1923 section. This project will enhance recreation, use, safety and enjoyment of the dock. Work will be completed with support from local donations and other grant sources. Project outcomes:

1. Completion of engineering and bidding documents for the Diamond Access.
2. Contractor bidding and award of construction contract.
3. Construction of ADA walkway along the 1923 section of the Oredock.
4. Continued momentum to help fund raising efforts and to act as a catalyst to sustain project momentum.

Legal Description (hereinafter referred to as Property):

NW ¼ of the E ½ of Section 33 T48 R4W

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Resources.		The following documents are hereby incorporated into and made part of this Contract: 1. Chapter 23, Wis. Stats. 2. Chapter NR 51, Wisconsin Administrative Code 3. Chapter NR 52, Wisconsin Administrative Code 4. Grant Application, attachments, and addendums
Project Financial Assistance Summary		
Total Project Cost	\$600,000.00	
Cost-Share Percentage	50%	
State Aid Amount	\$300,000.00	
Project Sponsor Share	\$300,000.00	

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A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Acquisition and Development of Local Parks Subprogram and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
14. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued

by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

The Department:

15. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
16. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.
- j. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)
- k. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)
- l. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if shelter or restroom)
- m. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 - Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.

- Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>

☐ Check here if you request advance payment totaling \$150,000.00

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

CITY OF ASHLAND

Signed this _____ day of _____, 20____.

BY _____
Signature of Sponsor Representative

Typed Name of Sponsor Representative

Personally came before me this _____ day of _____, 20____, the above named _____
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My Commission expires _____

State of Wisconsin, _____ County

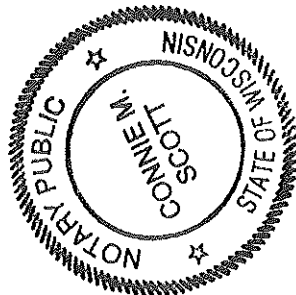
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Signed this 27th day of October, 2021.

BY [Signature]
Pamela Rood, Grant Manager
Bureau of Facilities and Lands

Personally came before me this 27th day of October, 2021, the above named Pam Rood

to me known to be the person who executed the foregoing instrument and acknowledged the same.



Connie M. Scott
Signature of Notary Public

Connie M. Scott
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My commission expires 9-3-23

State of Wisconsin, Dane County

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES



October 26, 2021

► **REQUIRES IMMEDIATE ACTION** ◄
Acquisition and Development of Local Parks
Grant# SADLP3201336
Grant Amount: \$300,000.00

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

Dear Ms. Hudson:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant contract for financial assistance for the following project: *City of Ashland – 2021 Ore Dock Development.*

Please review the contract. Both copies should be **signed by an authorized official and notarized**. Please return one original signed contract **within 30 days of this letter's date** to Annie Loechler at the Northern/West Central Regions, 810 W Maple St, Spooner, WI 54801. Funds will be encumbered when the signed contract is returned. **The second signed and notarized copy of the contract should be recorded in the Office of the Register of Deeds.** Please send Annie a copy of the recorded contract before final reimbursement is requested.

Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: July 1, 2021 through June 30, 2023.** All project activities must occur within this time period to be eligible costs for reimbursement.

☒ **Advance or Reimbursement Check:** Your advance or reimbursement check will be mailed to City of Ashland, Sara Hudson, 601 W Main St, Ashland, WI 54806. This is the check recipient that appears in our records.

☒ **Changes to the approved project scope** may not be made without prior approval from the Department.

☒ **You are entitled to a project advance of: \$150,000.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*

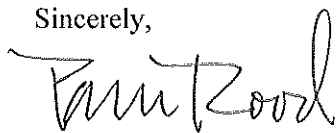
☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to:
<http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>

☒ **IMPORTANT:** This entire grant contract must be recorded on the deed in order to process your final reimbursement request.

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to:
<http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Annie.

Feel free to contact Annie at 715-416-5020, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Rood". The signature is fluid and cursive, with the first name "Pam" and last name "Rood" clearly distinguishable.

Pam Rood, Grant Manager
Bureau of Facilities and Lands

Enclosure(s)

C: Annie Loechler – NOR-Spooner

SUBJECT: Approve to Accept a Pass-through Grant for \$10,000 from International Mountain Bike Association (IMBA) for the Planning and Design of Future Mountain Bike Trails on the Ashland Memorial Medical Center Campus (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
Administration
Ashland MMC Board of Directors

EXHIBITS: 1. IMBA Trail Accelerator Grant Application
2. IMBA Award Notification, October 22, 2021

EXPENDITURES REQUIRED: \$10,000.00 - Match from Ashland Memorial Medical Center

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

SUMMARY STATEMENT:

The City of Ashland has been awarded a pass-through grant for \$10,000 from the International Mountain Bike Association (IMBA) for the Planning and Design of future mountain bike trails on the Ashland Memorial Medical Center (MMC) Campus.

With approval from the Ashland Memorial Medical Center Board of Directors, the City of Ashland applied for the grant to assist with planning, design and creation of construction documents for up to five miles of mountain bike trails on the Ashland MMC Campus. MMC will be providing the \$10,000 cash match required for the grant. Using the IMBA staff, planning is expected to start this winter. Once complete, a marketing platform will be started for fundraising for the construction of the trail and trail stewards.

The City of Ashland is a partner in this project and will not be donating any manual labor or general budget towards this project. The Parks and Recreation Director has agreed to assist in this process as part of their role.

IMBA Trail Accelerator Grant Application

Project Background and Details

Project Title

MMC Bike Trails

Project Location / Name of Parcel. Please attach a GoogleEarth .kmz file that delineates your project area(s). We gain a much better understanding of your site if you include all the information you can. We'd like to see property boundaries, existing trails, parking, buildings, water bodies and streams, areas of cultural significance, ecological concerns, etc.
Memorial Medical Center - MMC Bike Trails

GoogleEarth file

[MMC Bike Trails.kml](#)

What is the approximate size of your land parcel?

50-250 acres

What is the total project area acreage?:

50-250 acres

Who owns this land?

Memorial Medical Center in Ashland, WI.

What type of grant outcome are you looking for?

Design document - detailed trail alignments, trail segment definitions

Describe the area where you wish to see trails and/or bike park facilities planned. Include details about topography, vegetation types, resource concerns; proximity to local and regional population centers; proximity to local schools; proximity to campgrounds, parking lots, day-use areas, and other recreation infrastructure

The area that is being considered for this project is approximately 72 acres of forested lands with approximately 15 KM of existing classic and skate cross country ski trails. The area has a mix of mature hardwoods, pine plantation(s) and low land shrub species. On the northern part of the property there is a small ephemeral stream, low areas and 3-4 delineated wetlands that are easily avoidable. The property has a surprisingly good topography, small rolling hills, for beginner to intermediate bike trails.

The project area is located adjacent to the Memorial Medical Center campus in Ashland, WI.

The project area is located 1/3 of a mile from the Ashland High School, 1/2 mile from Lake Superior Elementary School, and 1.5 miles from City Center via the Ashland Safe Routes to School Trail, .5 miles away is the Wisconsin Indianhead Technical College Ashland Campus, 2

miles away is
Northland College and the Ashland Middle School is 2.25 away.

The City of Ashland manages two public campgrounds, Prentice Park is located 2.5 miles from the proposed site and Kreher Park is located 3 miles away. The City of Ashland maintains 22 parks within the City and most are within a 2 mile radius of the site. The site is also located 2 miles from the Lake Superior shoreline and 1.5 miles from the ARTS (an 11.5 mile looped trail on former railroad corridors that goes through and around the City of Ashland).

What previous natural surface recreational trail planning processes have been completed in this area? Please describe the type of planning effort, who led it, what agencies were involved and how it was funded. What was the outcome? Please attach any relevant planning documents.

The current ski trails were created in 1995 and there is very little information about how these trails were design or the planning that went into them. At the time, the trails were created on private property (lands were not owned by MMC) and these property owners wanted a place to ski close to their homes and their work place. Many of these home owners were doctors at the hospital. The City of Ashland helped with the creation of easement for the trails. A local engineer operator volunteered his time and bulldozer to create them. Donations and community volunteers maintain the trails. The trails are heavily used all winter long by skiers.

Below are letters of support form NCCA, CAMBA, and SPARK. These letters help explain how this project meet key outcomes for this grant by creating riding opportunities for new riders, youth riders, and marginalized community. Through these partnerships, the trails increase the diversity, equity, and inclusion of all people in the Ashland area.

Planning Documents 1

- [Ashland Rec letter of Support NCCA_0.pdf](#)

Planning Documents 2

- [Letter of Support IMBA CAMBA.docx.pdf](#)

Planning Documents 3

- [Letter of Support IMBA MMC grant application.pdf](#)

Trails that are easily accessible by residents provide high value in terms of recreation, health and community engagement. How will your project provide those benefits?

The proposed trail system is easily access to community members as it is located less than 2 miles away from City Center and 30 miles away from the nearest trail system. Trail users will use the same parking lot skiers have used for 25 years for the Ashland Hospital Ski Trails.

This project will also turn a seasonal trail system into a year round (minus mud season in Northern WI) recreational space. Expanding the off road/street opportunities community members have to bike, hike and run within City limits.

The project also has the opportunity to provide winter (fat) biking to community members, The Ashland Hospital Ski Trail Association has recently discussed allowing fat (winter) bikes on the ski trails. This proposal would help make the thought a reality as bikes could be diverted off ski trails and onto the bike trails.

The proposed trail system is being modeled after the Hayward Gateway Trails, located on the Memorial Medical Center campus in Hayward, WI. This trail cluster was initially just ski trails and three years ago with ~ 7 miles of beginner single track. This trail system is heavily used by community members and visitors.

SPARK (Student Pathways to Adventure Resilience and Knowledge) is an afterschool and summer program for teens (12-18) in Ashland County. Their focus is on preventing substance use and abuse by helping kids answer the question, "What Lights You Up?". The program has invested heavily in mountain biking as a lifelong pursuit that promotes both physical and mental wellness through the purchased a fleet of Mountain Bikes and a fleet of Fat Tire bikes to help ignite the spark in our kids .A true entry level trail system similar to what has been developed on the Hayward Memorial Hospital campus would provide just the "on-ramp" that needed to help kids have a fun, positive, and successful first riding experience. That positive experience is something that can be built upon as when kids discover that "thing" that lights them up, they are less likely to seek that feeling through the use of drugs and alcohol.

North Coast Cycling Association's (NCCA) mission is to get people on bikes and encourage biking by people of all ages . Fundraising efforts through Superior Vistas Bike Ride and Bike Across the Bay are distributed back to the Chequamegon Bay community via a variety of projects: bike repair stations, bike racks, trail improvements and acquisition of property for parks and trails. A skills training course would be a valuable addition to the community and help promote biking and physical fitness especially with young people. It also encourages older adults to improve balance and maintain fitness. NCCA has seen firsthand the value of biking in encouraging healthier lifestyles and are committed to develop every opportunity to bring these benefits to a larger community.

The ability for the City of Ashland Parks and Recreation Department to host bike programs (for kids and adults) at a local venue will not only increase the participation numbers but will also help to encourage the continuation of this health lifestyle choice.

Bike trails are inevitably a pedestrian multi use system, the creation of these trail also allows for

other places for community members, MMC and neighboring businesses, and visitors or hike and run.

The trail system will also help with the creation of a NICA Team. The Chequamegon Area Nordic SKI (CANSKI) team is a club/composite team between Washburn, Ashland and Bayfield kids ages 5-18. There is a library of rental ski gear available for all ages of kids and parents. In 2021, 150 kids safely participated in the CANSKI program. It has been envisioned that the Ashwabay Composite Team could be organized similarly to this. SPARK has bikes for kids to use and local bike shops (Bay City Cycles, Washburn Hardware and Sport, and Howl Adventure Center) want to get kids (and parents) on bikes. Ashland Parks and Recreation annually raises money for a helmet give away and free bike raffle (11 bikes were raffled off in 2021, all from area bike shops).

List the three to five outcomes or deliverables you wish to see from this trail planning process. Please include outcomes such trail mileage and difficulty that you wish to see designed.

The MMC Bike Trail project has the following goals:

- 1) Increase community knowledge on the sport of mountain biking through education and experiential learning. This will be done thru community input session hosted by MMC and the City of Ashland Parks and Recreation Department.
- 2) Creation of a planning and design document (with cost estimates) including construction bid documents for at least 5 miles, maybe 7 miles, of beginner to intermediate flowy single track bike trails. This plan will also create an associated concept map to assist with fundraising efforts to build the proposed trails. Funders love pictures!
- 3) Creation of a planning and design document (with cost estimates) including construction documents for a bike park or pump track with an associated concept map to assist with fundraising efforts.
- 4) Increase the strength of the established partnerships and gather new partners to ensure the success of this project.

Does this project create opportunities for youth mountain bike programs, or have the potential to integrate with existing programs? Please describe.

The ability for the City Parks & Rec Department to host bike programs (for kids and adults) at a local venue will not only increase the participation numbers but will also help to encourage the continuation of this healthy lifestyle. Ashland Parks and Recreation annually raises money for a helmet give away and free bike raffle (11 bikes were raffled off in 2021, all from area bike shops).

The SPARK program has invested heavily in biking through the purchased a fleet of Mountain Bikes and a fleet of Fat Tire bikes to help ignite the spark in our kids and a lifestyle that promotes both physical and mental wellness and is looking for a local place with beginner trails for their students to ride.

it has been envisioned that a NICA Ashwabay Composite Team could be organized between Ashland, Bayfield and Washburn schools and supported by local bike shops (Bay City Cycles,

Washburn Hardware and Sport, and Howl Adventure Center) and 4H.

The nearest trailhead is 30 miles away.

Does this project increase diversity, inclusion, and equity among trail users? For example, will the trails fill a void in a populated area that currently has few or no trails, create a venue for after-school programs, or offer access to riders with disabilities? If you answer yes, please list the names of any partner groups and explain your partnership with them.
The creation of a trailhead in the City of Ashland would decrease the barriers that are currently present from community members to participate in mountain biking.

Ashland, WI, is called "home" by 7,843 hardworking, hearty, and resilient people. Though the City is rich in natural resources, 56% of the Ashland School District student qualify for free or reduced lunches. 12.2% of the population lives at or below the poverty line and with a median household income for a family of four at \$39,662. The City is bordered on the east by the Bad River Band of Lake Superior Chippewa's reservation, and helps contribute to 6% of the population identifying as American Indian.

The Chequamegon Area Mountain Bike Association has trailheads in Hayward, Cable, Namekagon and Bayfield. An entry level trail system on the MMC campus, can help bridge the beginner trail gap between Cable and Bayfield. The proposed trails would serve truly as "gateway" for those learning how to bike and making the connection between beginner biker to a lifelong biker. The closest trailhead to Ashland is at Mt. Ashwabay in Bayfield, WI, 30 miles away. This trail system is great, but it is build for intermediate to advanced riders as you are riding up a ski hill.

SPARK has found their "sweet spot," serving a truly at-risk population. A significant portion of the youth they serve have experienced a high level of childhood trauma, struggle in school and do not participate in traditional sports or extracurricular activities. When working with this population, SPARK has found that there is often reluctance to try new things, especially with physical/athletic pursuits. On a number of occasions SPARK has brought first time Mountain bikers to the Mt. Ashwabay trail system only to have those young riders overwhelmed by the physical demands of the climbing required, or by the fear of crashing on the trails due to rocks, roots, sand etc. This overwhelming first experience often deters the riders from trying again. By working with the SPARK program who can provide a bike and transportation to the local trailhead (Ashland) we will increase the diversity of the mountain bike community.

One of the project partners is NCCA who's mission to get people on bikes and has offered to host classes for older adults to learn off road bike skills.

The City of Ashland will continue its Kids Mountain Bike Program and will partner with Ashland County 4H to do an after-school mountain bike program.

Do you anticipate that, once completed, your project will bring economic benefit to your community? Please explain.

Over the last two years, due to the pandemic, outdoor recreation is a booming economic driver. The creation of off road bike trails at MMC will bring economic benefit to the community as it adds another outdoor recreation offering for visitors to participate in. Bay City Cycles offered bike rentals as does Solstice Outdoors.

Ashland is still somewhat undiscovered. Many people know about Bayfield but few have ever stopped to explore Ashland. Those who do stop, enjoy it and stay (at least that is what we find with the campgrounds). An off road trail system would encourage more visitors to stop here.

The City currently has the ARTS, a 11.5 paved trail system, that is heavily used as it goes through two campgrounds, 4 public beaches and 10 City parks. Instead of traveling 30 minutes to a trailhead, visitors would have to drive less than 10 minutes to bike.

Ashland and Bayview Counties are also known for their road and gravel bike routes, many biker participate in more than one kind of biking.

Please add any additional community benefits that you anticipate will result from your project. These could include physical and mental health, protection of open space, positive environmental impact, etc.

The proposed trails would be open to hikers, runners and have the ability be used all year round. In an area where winters are LONG the ability to have an outlet for physical and mental wellness is very important. This was evident through the pandemic. This trail system on MMC's campus also supports wellness activities that are consistent with medical strategy to support wellness instead of sickness in our community.

The development of this additional trail system on the MMC property helps ensure that the the land will not be developed and stay natural.

Other benefits from this trail system is access to a forest and people to participate in forest bathing, which an boost the immune system, lowers blood pressure and aids in sleep.

We want to learn how you intend to take this planning work to the next level. If awarded this grant, how does your organization plan to implement the project?

Once the grant is awarded, funding (both in-kind and monetary) will be immediately sought for the construction of the trail system. This has been a long awaited project.

Scope of Work

What are you trying to build?

Both

What bike park amenities do you want to include? Select all that apply.

Pump track, Skills features, Slopestyle line, Dirt jumps

What style(s) of trails do you wish to build? Select all that apply.

Traditional singletrack, Flow/jump trail

Who will use the trails in addition to mountain bikers? Select all that apply

Pedestrians

What is your best guess of mileage of the proposed trails?

7 miles

What other amenities already exist in your project area? Select all that apply.

Existing trails, Parking

Have you identified potential funding sources for the next steps?

Yes

If yes, provide general range of fundraising to date, estimated cost required to implement, and costs for maintenance/management.

There is been no fundraising to date, except the financial commitment from the MMC Board of Directors of up to \$15,000 towards this planning, design and construction document creation project.

Potential funding sources for the implementation of the project are additional funding from MMC, Wisconsin Department of Natural Resources Recreation Trail Program Grant, People for Bikes Grant, and private donors from around the Chequamegon Bay area.

The Chequamegon Bay Area Mountain Bike Association (CAMBA) and the North Coast Cycling Association (NCCA) is in support of this project and will be part of the planning and design and fundraising process.

Both CAMBA and NCCA have agreed to support the maintenance/management of the proposed trail.

Do you have construction phases in mind? Give us an idea of how you envision construction unfolding.

Yes I foresee this project happening in multiple phases. The order will depend upon the outcome of the public engagement session and what the community would like to see happen.

Project phases (not in order):

- Construction of 3 miles of beginner/flow trail
- Construction of an additional 2 miles (maybe more) of intermediate trail trail with jumps/rollers
- Construction of a bike park/skills course or pump track.

What kind of construction team will you use? Select all that apply.

Hybrid

What kind of construction methodology do you plan to use?

Both

Are you looking for field-based trail design and flagging at this point in your project?

Yes

Does your organization typically include public engagement efforts (open meetings, public comment sessions, surveys) in projects like this?

Yes

Describe what kind of public engagement you usually employ.

The City of Ashland has had the greatest success in host public education and input session when it comes to the creation of planning documents. This has been done online and in person and done 2-3 times at strategic locations. Online surveys have also been useful to gain community input on projects. The City's update to the Comprehensive Outdoor Recreation Plan and the Waterfront Redevelopment Plan used all these methods to educate and gain input. The ending documents were well received by the community and are of good quality (usable).

Do you wish to have IMBA facilitate any of these efforts?

Yes

Project Timeline

What is your preferred timeline to start and complete this project? Give us a general sense of when you see your project hitting the milestones in the timeline shown.

Feasibility - Nov 2021 ; Visioning - Jan 2022; Concept Planning - Feb 2022; Design

Development - March/Apr 2022; Bid/ RFP - May/June 2022; Contracting - June 2022 or Jan 2023

Construction - Sept/Nov 2022 or Jun/Jul 2023

O&M - Jun/Jul 2023

Funding Needs and Understanding

This is an in-kind grant, and if successful, your project will be awarded staff time from IMBA Trail Solutions department (and qualified subcontractors), who will complete an agreed-upon trail planning process in your community. This is not a cash grant. Do you agree?

Yes

This is a one-to-one matching grant. For example, if you request and are awarded a \$5,000 grant, you must commit an additional \$5,000 payable as a check or electronic payment to IMBA. If you are awarded a \$30,000 grant, you must commit an additional \$30,000 payable as a check or electronic payment to IMBA. Twenty percent of your match is due

within 30 days of the award and you will receive progress invoices at project milestones. Do you agree?

Yes

To be awarded this grant, you must understand how your agency will disburse your share of the funds. Within municipalities, for example, the funds must be obtained through a process called “procurement.” Before submitting this application, contact your procurement or accounting department and learn what steps are required to access the money. Do you agree?

Yes

Amount Requested (to be matched one-to-one)(awards are typically from \$5,000-\$30,000)
\$10,000

Sara Hudson

From: Marty Caivano <marty.caivano@imba.com>
Sent: Friday, October 22, 2021 11:05 AM
To: Marty Caivano
Subject: IMBA TAG Grant Announcement



We are so happy you applied and we're looking forward to working with you!
Huge thanks for being a trail champion in your community, and we're so pleased we can assist you.

We're having a busy fall with field work, so in about a month's time, one of our project managers will follow up with you to define the official scope of work, tasks and contracting.

Feel free to reach out to me in the meantime with any questions, or if anything significant changes with your project.

Cheers!
Marty

--

Marty Caivano

Community Engagement Coordinator
International Mountain Bicycling Association
pronouns: she/her

Denver, CO

Our Mission is to **Create, Enhance** and **Protect** Great Places to Ride Mountain Bikes.

Meet incredible #TrailChampions in [Cedar City, UT](#) & [Cherokee, NC](#)

SUBJECT: Approve an Agreement between the City of Ashland and Northwest Community Services Agency Inc. (NWCSA) for CDBG CV Grant 21-38 for a Homeless Shelter (*Mayor*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor
City Attorney

EXHIBITS:

1. Agreement between the City of Ashland and Northwest Community Services Agency Inc
2. Exhibit 1: Agreement between the State of Wisconsin DOA and the City of Ashland

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

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

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

On June 29, 2021, the City Council voted to accept a Community Development Block Grant CV Program grant award in the amount of \$700,000. The City applied for the pass-thru grant on behalf of Northwest Community Development Services Agency, Inc. ("NWCSA") to the State of Wisconsin Department of Administration for the acquisition of a 24 hour multi-use emergency shelter at 2300 Lakeshore Drive West in Ashland to be owned and operated by NWCSA. The City previously entered into a contract with the State of Wisconsin upon acceptance of the grant award.

As part of its grant program requirements, the State requires a sub-grant agreement between the City and NWCSA to define the rights and responsibilities of the parties.

Council is being asked to approve the attached Sub-Grant Agreement to satisfy the grant requirements.

**AGREEMENT
BETWEEN
THE CITY OF ASHLAND
AND
NORTHWEST COMMUNITY SERVICES AGENCY, Inc. ("NWCSA")**

THIS SUBGRANT AGREEMENT is made and entered into for the period of 01/21/2020 through 05/31/2023 ("Performance Period"), by and between the **City of Ashland** ("City"), whose principal business address is 601 Main Street West, Ashland, WI 54806 and the **Northwest Community Services Agency, Inc.** ("NWCSA") ("Sub-Grantee"), whose service address is 1118 Tower Avenue, Superior, WI, 54880.

WHEREAS, on behalf of the NWCSA, the City applied for a pass-thru grant through the **Community Development Block Grant CV** Program, administered by the State of Wisconsin Department of Administration ("Department"); and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the Department has approved an award to the City in the amount of **\$700,000** ("Grant Funds") to be used for the acquisition of a 24 hour multi-use emergency shelter by the Sub-Grantee for eligible activities herein described ("Project") and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until all of the requirements of this Agreement have been completed and are in compliance with all of the requirements of a separate Agreement executed by the City and the Department, which is annexed hereto and made a part hereof:

Exhibit 1: Agreement between the State of Wisconsin Department of Administration and City of Ashland including Attachments A through F inclusive

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The City will:

Advance the received Grant Funds for the shelter facility building located at 2300 Lakeshore Drive West, Ashland, WI 54806;

Act as Administrator of the Grant Requirements as outlined in Exhibit 1;

The Sub-Grantee will:

Cooperate with the City to execute any necessary documents or provide documents as requested by the City for purposes of meeting the reporting requirements of the Department;

Own and operate a 24 hour multi-use emergency shelter at 2300 Lakeshore Drive West, according to all State and Federal laws;

Comply with all requirements of Exhibit 1 and any other Community Development Block Grant program requirements required of the Grantee except those that specifically must be done by the City as Administrator of the Grant.

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.

No commercial or political activity. Both parties recognize that NWCSA is a non-profit, non-partisan tax-exempt organization and agree that the advance funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, advance funds shall not be used to promote any commercial product or for-profit corporation.

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 Agreement, including failure to provide the services and work as set forth in this Agreement; and (c) any claim that the services or work product of the Indemnifying Party provided under this Agreement 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 shall survive the expiration and termination of the Agreement. NWCSA shall indemnify the City for any obligations of the City to indemnify the Department as contained in Article 3 of Exhibit 1.

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 this Agreement.

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.

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 (3) 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.

Additional Terms. Neither party shall assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of the other. This Agreement represents the entire agreement between the Parties in regard to the parties' responsibilities under the CDBG CV 21-38 Grant Agreement with the Department. 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 State of Wisconsin. 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.

Termination. If the Department terminates the Agreement attached as Exhibit 1, the City shall have no obligations to Sub-Grantee under this Agreement. The City will provide Sub-Grantee notice of any termination received from the Department under Article 10 of Exhibit 1 within 5 days of receiving such notice.

Reimbursement of Funds. Sub-Grantee shall refund the City within 30 days any refunds the City is required to make to the Department under Exhibit 1.

Conflict in Terms. If any conflict in terms exists between this agreement and the requirements in Exhibit 1, the terms of Exhibit 1 shall control.

IN WITNESS WHEREOF, the City and Sub-Grantee have executed this Agreement as of the date this Agreement is approved by the City Council.

NORTHWEST COMMUNITY SERVICES AGENCY, Inc.

CITY OF ASHLAND

BY: _____

BY: _____

Millie Rounsville

Debra S. Lewis

TITLE: Executive Director

TITLE: Mayor

DATE: _____

DATE: _____

City of Ashland Common Council Approval Date: _____

"Exhibit 1"

CDBG CV 21-38

**AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
CITY OF ASHLAND**

THIS SUBAWARD AGREEMENT is made and entered into for the period of **01/21/2020** through **05/31/2023** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and the **City of Ashland** ("Grantee"), whose service address is 601 Main Street West, Ashland, WI 54806.

WHEREAS, on behalf of the State, the Department administers the **Community Development Block Grant CV Program** ("Program"), to prevent, prepare for and respond to the coronavirus to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$700,000** for eligible activities herein described ("Project"); and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

Attachment A – Scope of Work
Attachment B – Budget
Attachment C – Source of Funds
Attachment D – Method of Payment
Attachment E – Reporting Requirements
Attachment F – Program Rules & Special Conditions

IN WITNESS WHEREOF, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

CITY OF ASHLAND

BY: 
Debra S. Lewis

TITLE: Mayor

DATE: 9/29/2021 | 12:46 PM PDT

DUNS Number: 071499719

**DEPARTMENT OF ADMINISTRATION
DIVISION OF ENERGY, HOUSING &
COMMUNITY RESOURCES**

BY: Chris Patton

TITLE: Deputy Secretary

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be the **Mayor**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made, or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachments. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 11. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."

ARTICLE 13. AMENDMENT

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 15. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 16. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 17. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 18. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 19. EXTRA WORK

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

ARTICLE 20. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

FISCAL TERMS AND CONDITIONS**ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

ARTICLE 22. ALLOWABLE COSTS

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

ARTICLE 23. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.

ARTICLE 26. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an invoice submitted to the following email or address:

DOADEHCRFiscal@wisconsin.gov

**Department of Administration
Division of Energy, Housing & Community Resources
Attn: Fiscal
P. O. Box 7970
Madison, WI 53707-7970**

Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement in the Attachments. Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachments. Invoices shall be accompanied by written documentation of eligible costs.

Final Payment/Close-Out

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department by the end of the Performance Period or upon termination of this Agreement unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Budget, described in the Scope of Work, as included in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

ADMINISTRATIVE TERMS AND CONDITIONS**ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

***NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 30. RECORDS AND REPORTS

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 32. EXAMINATION OF RECORDS

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 34. REASONABLE COSTS

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 37. LOBBYING

Program funds may not be used to influence federal contracting or financial transactions.

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 40. PATENT INFRINGEMENT

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

1. Scope of Work:

City of Ashland Homeless Shelter

- Funds will be used to purchase a commercial building in the City of Ashland, WI, to be used as a 24 hour emergency homeless shelter.

2. Time Table:

Due Date	Activity
Prior to Construction and Acquisition and/or Start of Program	- Execute Grant Agreement. - Establish record keeping system. - Establish financial management system. - Procure engineering and administrative services, if contracting with third-party firm(s) for these services. - Submit draft or executed grant administration contract to DEHCR CDBG Project Representative for review, if contracting with a third-party for grant administration. - Enter into the grant administration contract, if contracting with a third-party for grant administration. - Complete Environmental Report and obtain official approval from DEHCR Environmental Desk. Submit copy of approval from DEHCR Environmental Desk to DEHCR CDBG Project Representative. - Submit "Notice of Acquisition/Relocation to DEHCR" form (if applicable) - Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to project. Obtain federal Davis-Bacon wage rates if federal labor standards are applicable to project. Complete Record of Wage Decision Selection Form prior to bidding if federal labor standards are applicable to project; and submit to DEHCR CDBG Project Representative for review. Prepare and solicit construction and/or demolition related bids, if applicable. Check for wage decision updates prior to bid opening and inform potential bidders of updates if federal labor standards are applicable to project. Submit Notice of Contractor Award form(s) for prime contract(s) awarded, if applicable. Submit detailed bid tabulation summary to DEHCR CDBG Project Representative, if applicable. - Obtain all necessary permits. Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR CDBG Project Representative, if a pre-construction meeting was held.

July 31, 2021	• Begin Construction and/or Start Program. Document and report progress and/or delays to DOA.
September 25, 2021	• Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2021 through September 30, 2021, and Annual Section 3 Report for the period of October 1, 2020 through September 30, 2021 [reporting activities August 4, 2021 (the Award Date) through September 30, 2021], unless notified by DEHCR CDBG Project Representative of another submission date.
October 15, 2021	• Submit Semi-Annual Report and supporting documentation for the period of April 1, 2021 through September 30, 2021 [reporting activities August 4, 2021 (the Award Date) through September 30, 2021]. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Submit Client Income Certification Report and supporting Client Income Certification Forms for the period of April 1, 2021 through September 30, 2021 [reporting activities August 4, 2021 (the Award Date) through September 30, 2021].
January 15, 2022	• Submit Single Audit Statement for CY2021 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2022, whichever date is <i>earlier</i>).
March 25, 2022	• Submit Semi-Annual LSER (if applicable), MBE/WBE Report, and Section 3 Report for the period of October 1, 2021 through March 31, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
March 31, 2022	• Complete Fair Housing Actions described in the attachments of the Grant Agreement.
April 15, 2022	• Submit Semi-Annual Report and supporting documentation for the period of October 1, 2021 through March 31, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Report Fair Housing Actions completed (in the Fair Housing section of the Semi-Annual Report Summary Narrative) and submit supporting documentation to DEHCR. • Submit Client Income Certification Report and supporting Client Income Certification Forms for the period of October 1, 2021 through March 31, 2022.
September 25, 2022	• Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2022 through September 30, 2022, and Annual Section 3 Report for the period of October 1, 2021 through September 30, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
September 30, 2022	• Complete Single Audit and submit Single Audit Report for CY2021 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2022, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if

	the Grantee was required to complete a Single Audit for CY2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Conduct second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.
October 15, 2022	• Submit Semi-Annual Report and supporting documentation to DEHCR CDBG Project Representative for the period of April 1, 2022 through September 30, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Report status of second Public Hearing completion (in the 2nd Citizen Participation Public Hearing section of the Semi-Annual Report Summary Narrative) and submit second Public Hearing meeting notice, attendance list, and minutes to DEHCR CDBG Project Representative. • Submit Client Income Certification Report and supporting Client Income Certification Forms for the period of April 1, 2022 through September 30, 2022.
January 15, 2023	• Submit Single Audit Statement for CY2022 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2023, whichever date is <i>earlier</i>).
March 25, 2023	• Submit Semi-Annual LSER (if applicable), MBE/WBE Report, and Section 3 Report for the period of October 1, 2022 through March 31, 2023, unless notified by DEHCR CDBG Project Representative of another submission date.
March 31, 2023	• Complete all Construction and/or Program Activities. • End of Construction Period. <i>No construction expenses incurred after this date.</i>
May 31, 2023	• Submit Final Payment Request and supporting documents. • Submit Project Completion Report and supporting documents. • Submit Final Summary Narrative and supporting documents for the period of October 1, 2022 through May 31, 2023 (with the Completion Report). Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2023 through May 31, 2023 (with Completion Report). • Submit Final Labor Standards Compliance Report (LSCR) for each prime contractor (with Completion Report), if applicable. • Submit Annual Section 3 Report for the period of October 1, 2022 through September 30, 2023 (with Completion Report). • Submit Client Income Certification Report and supporting Client Income Certification Forms for the period of October 1, 2022 through May 31, 2023.
September 30, 2023	• Complete Single Audit and submit Single Audit Report for CY2022 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2023, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if

	the Grantee was required to complete a Single Audit for CY2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.
January 15, 2024	• Submit Single Audit Statement for CY2023 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2024, whichever date is <i>earlier</i>).
September 30, 2024	• Complete Single Audit and submit Single Audit Report for CY2023 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2024, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2023. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

ATTACHMENT B**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

Project	CDBG Award Amount	Grantee Match Amount	Total
24 Hour Homeless Shelter	\$700,000	\$50,000	\$750,000

Grantee Match:

No minimum match amount is required for the Grantee to be eligible for the total CDBG award.

Engineering/Architectural Costs:

No CDBG funds will be used for engineering/architectural costs. All engineering/architectural costs will be borne by the Grantee.

Administrative Costs:

No CDBG funds will be used for administration costs. All administration costs will be borne by the Grantee

Duplication of Benefits:

The Grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). A Grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need.

ATTACHMENT C

SOURCE OF FUNDS

Program Name: The United States Government, through the Housing and Community Development Act (HCDA) of 1974, as amended, has established the Community Development Block Grant (CDBG) Program and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

CFDA #: 14.228 Community Development Block Grant Coronavirus Funds

Federal Award Identification Number (FAIN): B-20-DW-55-0001

Federal Award Date: 07/01/2020

Total Amount of the Federal Award: \$33,087,255

Amount of Federal Funds Obligated by this Award: Refer to Budget

Funding Source: Community Development Block Grant is authorized by the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") Public Law 116-136, to respond to the growing effects of this public health crisis.

The contact information for the federal awarding official is:

Renee Ryles
Director, CPD

U.S. Department of Housing and Urban Development
Midwest Milwaukee Field Office
310 West Wisconsin Avenue, Suite 950
Milwaukee, WI 53203-2289

Phone: 202-402-4609
Renee.Ryles@hud.gov
Fax: 414-935-6779

The contact information for the pass-thru agency official is:

Susan Brown, Division Administrator

Department of Administration
Division of Energy, Housing & Community Resources
101 E. Wilson Street
Madison, WI 53707

Phone: 608-266-2035
Susan.Brown@wisconsin.gov

ATTACHMENT D
METHOD OF PAYMENT

CDBG Funds:

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Time Table in the Attachments. If the cost of making payments to eligible CDBG Grantees under this and other outstanding CDBG Agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under the Articles.

10% of the total grant award, up to a maximum of \$25,000, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG program required working documents, Grantee may request CDBG funds.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:

Project funds will be disbursed pursuant to the Budget described in the Attachments. The Grantee is responsible for requesting all payments as described in Financial Management chapter of the Department's Program Implementation Handbook.

Administrative Funds:

CDBG administrative funds are to be disbursed pursuant to the Budget described in the Attachments and according to the procedures in the Department's Program Implementation Handbook.

Matching Funds:

The Grantee shall provide sufficient funds to ensure that the Grantee Match requirement is met, as established in the Budget for the work described in the Scope of Work in the Attachments. Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee Match. It shall be considered an event of default if the Department determines the Grantee has not satisfied the Grantee Match funds requirement. The Department may require repayment in an amount determined by the Department in order to bring the Grantee into compliance with the Grantee Match requirement.

ATTACHMENT E**REPORTING REQUIREMENTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent revisions including but not limited to:

Reporting:

The Reporting shall be in the form as described in the Program Implementation Handbook.

Semi-Annual Report:

Semi-Annual Reports for the reporting periods of April 1st through September 30th and October 1st through March 31st shall be submitted during the Grant Agreement Performance Period and are due per the Grant Agreement Time Table in the Attachments.

Single Audit Report:

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and until the Grant Agreement has been closed, and due per the Grant Agreement Time Table in the Attachments. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted for the year, due per the Grant Agreement Time Table in the Attachments.

Section 3 Report:

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and for low- or very-low income businesses in connection with projects and activities in their communities. The Semi-Annual Section 3 Report and Annual Section 3 Report are due per the Grant Agreement Time Table in the Attachments.

Labor Standards Report:

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement Report, even if the number of hours worked for the reporting period are equal to zero. The report is due per the Grant Agreement Time Table in the Attachments.

Equal Opportunity Reports:

Two types of reports are required for equal opportunity reporting compliance:

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Report
- Fair Housing Report

The reports are due per the Grant Agreement Time Table in the Attachments.

Employee Self-Certification Report:

For CDBG projects that require job creation and/or retention by a Business, reporting of jobs created and/or retained by the Business is required. The Employee Self-Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

Client Income Certification Report:

For CDBG projects that require client income certifications for clients receiving services, a Client Income Certification Report is required. The Client Income Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

Project Completion Report:

Project Completion Report must be submitted no later than 60 days after the end of Construction Completion as defined in the Attachments of this Agreement. The report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total Performance Period and use of program income.

Additional Reports and Information:

The Department reserves the right to amend and require additional information or reports as needed.

ATTACHMENT F**PROGRAM RULES**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent amendments or changes.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

2. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Enact, strengthen, or advertise a local fair housing law;
- Send letters from the chief elected official of the local government to those in the business of selling, renting, or financing housing, encouraging them to adhere fully to the fair housing law; and
- Display a fair housing poster or provide fair housing information at an appropriate public place

These activities must be completed no later than the due date in the Grant Agreement Time Table in the Attachments. Failure to complete the activities will result in suspension of funds until the activities are completed.

3. AMENDMENT

The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

4. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer the CDBG activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Agreement. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official location. All subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

5. MONITORING

The Grantee will be monitored at least once during the Performance Period of the Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

6. ENVIRONMENTAL PROTECTION

The Grantee's chief executive officer shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR 58. The Grantee and its chief executive officer hereby consent to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

7. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

8. ACQUISITION/RELOCATION

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Refer to the Acquisition and Relocation section of the Program Implementation Handbook for further requirements.
- Develop and comply with the Residential Displacement and Relocation Plan certification pursuant to Section 104(d)(1) of the HCDA.
- Provide certification of protection of individuals to engage in non-violent civil rights demonstration pursuant to Section 104(1) of the HCDA.
- Provide all applicable certifications under Section 106(d)(7) of the HCDA.

9. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

10. LOBBYING

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

11. RECORD KEEPING

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement, Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a sub recipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

12. PROGRAM INCOME

Program Income means gross income received by the Grantee directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

13. FAILURE TO PERFORM

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD national objective.

SUBJECT: Approve an Original Alcohol Beverage Retail License Application for a Class B Fermented Malt Beverage and Class C Wine License for One Night in Bangkok, LLC at 311 Main Street East, Ashland, Agent Jodi Rush (*Clerk*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS: 1. Original Alcohol Beverage Retail License Application J Rush

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on November 4, 2021, that One Night in Bangkok, 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:

One Night in Bangkok, LLC and agent Jodi Rush have submitted an application for a Class B Fermented Malt Beverage License and Class C Wine License for 311 Main Street East, Ashland.

Jodi Rush has operated a food truck within the City of Ashland and is now establishing a physical restaurant location at 311 Main Street E.

State Statute requires all alcohol license applications be published for public notice three consecutive times prior to approval, and this has been done through the Ashland Daily Press.

The City of Ashland currently has no quota on Class B Fermented Malt Beverage Licenses (Beer) allowed within city limits.

Council is asked to approve the application for One Night in Bangkok, LLC.

R: 8.004641

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2021 ending: 06/30/2022
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } Ashland
☐ Village of }
☒ City of }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>4576-1030462214-04</u>	
FEIN Number <u>84-2669010</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ 100
☒ Class C wine	\$ 100
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 50
TOTAL FEE	\$ 250

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

One Night in Bangkok, 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>Rush</u>	(First) <u>Jodi</u>	(Middle Name) <u>L</u>	Home Address (Street, City or Post Office, & Zip Code) <u>24130 County Hwy E</u> <u>Mason, WI 54856</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
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 One Night in Bangkok Business Phone Number (715) 730-0476
2. Address of Premises 311 Main St. E Post Office & Zip Code Ashland 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.)

front & rear dining area, weather permitting an outdoor seating area between our building & stagecoach.

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? _____

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 8/9/19 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? **If yes, explain.** ☐ Yes ☒ No
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>Rush, Jodi L.</u>	Title/Member <u>Owner</u>	Date <u>10/26/21</u>
Signature <u>J. Rush</u>	Phone Number <u>(715) 730-0476</u>	Email Address <u>bangkokfoodtruckers@gmail.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 One Night in Bangkok 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

One Night in Bangkok
(Trade Name)

located at 311 Main St. E, Ashland, WI

appoints Jodi Rush
(Name of Appointed Agent)

24730 County Hwy E, Mason, WI 54856
(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 24730 County Hwy E, Mason, WI

For: One Night in Bangkok LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Jodi Rush
(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, Jodi Rush, 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.

Jodi Rush 10/30/21 Agent's age 56
(Signature of Agent) (Date)
24730 County Hwy E, Mason, WI Date of birth 07/31/65
(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) <u>Rush</u>		(first name) <u>Jodi</u>		(middle name) <u>L</u>	
Home Address (street/route) <u>24730 County Hwy E</u>		Post Office	City <u>Mason</u>	State <u>WI</u>	Zip Code <u>54806</u>
Home Phone Number <u>(715) 730-0476</u>		Age <u>56</u>	Date of Birth <u>07/31/1965</u>	Place of Birth <u>Janesville, 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.

☒ Member (owner) of One Night in Bangkok, 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.)
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 <u>One Night in Bangkok</u>	Employer's Address <u>24730 CTH E, Mason, WI</u>	Employed From <u>10/2019</u>	To <u>Present</u>
Employer's Name <u>MMC Thrift Store</u>	Employer's Address <u>208 Main St. W, Ashland, WI</u>	Employed From <u>7/2019</u>	To <u>10/2019</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.

Jodi L. Rush
(Signature of Named Individual)



SNAP TO VERIFY

Certificate Of Completion

Responsible Vendor Training Program

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5, 125.17(6), and 134.66(2m), Wis. Stats.

Name: Jodi Rush


Steven A. Dean, CEO
www.educlasses.org

This online responsible alcohol vendor training & assessment program is provided by Seller Server Classes. Having successfully completed the program, the student will be provided with this course completion certificate for their own records.

Name: Jodi Rush
Course Name: Seller Server Course
Date Completed: 11/3/2021
Expiration Date: 11/3/2023
Certificate Number: 79737
Provider: EduClasses.org

DSBWorldWide, Inc. 1800 Teague Dr., Suite 301, Sherman Texas 75090
www.sellerserverclasses.com



GRAB A TAB SIGN UP ONLINE GET CERTIFICATE

Managers...
Post This: Help Your Staff get their Seller Server Certificate

<https://Wisconsin.SellerServerClasses.Com>

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WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1939178320

JODI RUSH
ONE NIGHT IN BANGKOK LLC
24730 COUNTY HWY E
MASON WI 54856-4025

Wisconsin Department of Revenue Seller's Permit

Legal/real name: ONE NIGHT IN BANGKOK LLC

Business name:
311 MAIN ST E
ASHLAND WI 54806-1727

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030462214-04

We are here to serve you

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PO Box 8902
Madison, WI 53708-8902

Ph: 608-266-2776
Fax: 608-264-6884
Email: dorbusinessstax@revenue.wi.gov
Web: www.revenue.wi.gov
Main office: 2135 Rimrock Rd., Madison

SUBJECT: Approve Utility Access Agreement at 1522 9th Avenue West and 1604 9th Avenue West
(Public Works)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Utility Access Agreement

EXPENDITURES REQUIRED: \$ 4,380

AMOUNT BUDGETED: \$ 0

**APPROPRIATION
REQUIRED:** \$ 4,380 - Fund 690 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 agreement conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

In 1996, the City Council approved vacation of the portion of 16th Street West between 9th Avenue West and MacArthur Avenue while retaining an easement for public utilities and access to public utilities. The property owners have since constructed a shared private driveway in this area.

In Spring 2020, the Wastewater Utility damaged the private driveway in accessing a public sewer main in response to a residential sewer back up. This incident prompted an emergency project to replace the public sewer main.

Insurance has paid for the replacement of the private driveway. However, the City has agreed to pay an additional \$4,380 in order to rebuild the private driveway to be able to handle the weight of standard utility vehicles and equipment.

The attached agreement requires Council approval. The agreement was drafted by the City Attorney and approves the expenditure and also holds the City harmless for future wear and tear associated with use of the private driveway.

UTILITY ACCESS AGREEMENT

This Utility Access Agreement entered into by and between Henry and Kristin Quinlan, residents at 1522 9th Avenue West, Ashland, WI 54806, and Jessica Zepcyk resident at 1604 9th Avenue West, Ashland, WI 54806, collectively “homeowners” and the City of Ashland.

WHEREAS, homeowners are the owners of a private driveway located over the vacated portion of 16th Street West between 9th Avenue West and MacArthur Avenue.

WHEREAS, when said street was vacated the City maintained an easement for public utilities and access to public utilities over said private drive.

WHEREAS, the City wishes to improve the private driveway to build it up substantially to handle the weight of utility equipment for it to properly service utilities and decrease the likelihood of damage to said driveway.

WHEREAS, the City’s insurer paid damages to the homeowners related to damage caused by utility equipment to repair said driveway and the City is willing to contribute an additional \$4,380.00 to build the driveway more substantially to handle utility vehicles in exchange for a release of liability to damage from normal use of standard utility vehicles. This would not release the City from liability for damages caused by negligent acts that cause damage to the private driveway.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained it is agreed as follows:

1. The City will contribute \$4,380.00 in addition to the insurance payments to rebuild the private driveway owned by the homeowners in the vacated portion of 16th Street West located between 9th Avenue West and MacArthur Avenue to be able to handle the weight of standard utility vehicles and equipment.
2. That the homeowners agree that the City will not be liable for any damage or wear caused by normal use of standard utility vehicles and access to private driveway for utility maintenance and repairs. Damage caused by the negligent use of any equipment or other negligent acts by City personnel would not be released. The City would not be responsible for normal wear and tear due to its use as well. This agreement shall run with the land, may be recorded and shall bind any successor in interest of the property owned by the homeowners.

Dated this _____ day of _____, 2021

Debra Lewis, City of Ashland Mayor

Dated this _____ day of _____, 2021

Henry Quinlan, homeowner

Dated this _____ day of _____, 2021

Kristin Quinlan, homeowner

Dated this _____ day of _____, 2021

Jessica Zepcyk, homeowner

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of _____)

Personally came before me this ____ day of _____ 2021, the above-named, Henry and Kristin Quinlan, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of
My commission expires _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of _____)

Personally came before me this ____ day of _____ 2021, the above-named, Jessica Zepcyk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of
My commission expires _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of _____)

Personally came before me this ____ day of _____ 2021, the above-named, Debra Lewis, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of
My commission expires _____

SUBJECT: Approve a Proposal from the Historical Consulting, LLC for Professional Services to Prepare Nomination of a Fifield Row Historic District on the National Register of Historical Places (*Planning*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning Department
Historic Preservation Commission Chair

EXHIBITS:

1. Proposal from tes Historical Consulting, LLC
2. Proposal from UW-Milwaukee
3. Proposal from Fairchild & Flatt

EXPENDITURES REQUIRED: \$6,000 from the City's Historic Preservation Subgrant Award from the Wisconsin Historical Society

AMOUNT BUDGETED: \$6,000 through grant funding. No matching funds are required.

APPROPRIATION REQUIRED: No matching funds are required.

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 9, 2021 that tes Historical Consulting, 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, permits 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 that the City work to preserve and enhance its historic resources, and leverage Historic Tax Credits as a tool for making important improvements to historic properties. If the nomination to the National Register of Historic Places is accepted, all property owners of contributing structures within the Fifield Row district would become eligible for Historic Tax Credits.

SUMMARY STATEMENT:

The City received a grant through the WI Historical Society in the amount of \$6,000 for professional services to prepare a nomination for designation of a Fifield Row Historic District on the National Register of Historic Places. This grant requires no matching funds from the City.

Three proposals were received in response to a Request for Bids, with Fairchild & Flatt having submitted the lowest qualified proposal for \$5,500. The next lowest bid was received from the Historical Consulting, LLC (\$5,984), which is the proposal which the Planning Director and Historic Preservation Commission Chair recommend Council select for this project. Traci Schnell with tes Historical Consulting, LLC performed the City's 2017 Historical and Architectural Resources Survey, which was the basis of the City's WI Historical Society grant application and will set the parameters of the historic district nomination process. Based on her intimate knowledge of the district and community, staff and the Chair of the Historic Preservation Commission feel that working with the Historical Consulting, LLC will yield a quality end product and property owner engagement process in a timely manner.

NATIONAL REGISTER OF HISTORIC PLACES NOMINATION COMPLETION FOR FIFIELD PLACE HOMES (AKA FIFIELD ROW) HISTORIC DISTRICT

A PROPOSAL PREPARED FOR THE
CITY OF ASHLAND HISTORIC PRESERVATION COMMISSION
BY:

tes | Historical Consulting, LLC

Ms. Traci E. Schnell, M.A.

211 Paine Street

Kiel, WI 53042

Phone: 262.366.0397

e-mail: tracieschnell@gmail.com



View along N. 2nd Avenue East (aka Fifield Row) as of 2017.

PROJECT OBJECTIVE:

To prepare a National Register nomination for the Fifield Place Homes (AKA Fifield Row) Historic District.

PROJECT UNDERSTANDING:

The Fifield Place Homes (AKA Fifield Row) Historic District was identified as potentially eligible for the National Register of Historic Places as a result of a 2016-2017 historical and architectural survey of the City of Ashland that was completed/authored by me (Traci E. Schnell), while an employee of Heritage Research, Ltd. The results of that survey effort were confirmed at that time

by Ms. Diana Penkiunas of the Wisconsin Historical Society's Division of Historic Preservation. A brief summary of the proposed district follows (all of which is derived from the 2016-2017 report and photos are those which were taken by me and used in the report).

Fifield Place Homes (AKA Fifield Row) Historic District

Consisting of seven buildings total (one of which is considered to be non-contributing), the six contributing homes were built by Samuel S. Fifield. One of the houses served as his own home (at 110 N. Ellis Avenue and built in 1884), while the five other houses along N. 2nd Avenue East were built in 1887, in order to help alleviate the existing housing shortage (and were utilized as rental housing). The six homes remained in Fifield's ownership until his death in 1915, after which they were all sold off individually.

Per the results of the 2016-2017 survey, the proposed district was recommended as potentially eligible under Criterion A: History (in the area of Community Planning and Development) for its role in the city's documented building boom of 1887, a result of a significant influx of new residents. Additionally, potential eligibility under Criterion B: Significant Persons (related to Samuel S. Fifield) and Criterion C: Architecture was also under consideration and would need to be investigated. Regarding Criterion B, I am aware that the Shaw Point Historic District in the Apostle Islands, Bayfield County, was just listed this month (October) and that nomination did cite eligibility related to Samuel S. Fifield. Normally, just a single property can be considered National Register-eligible for its association with a Significant Person—so it's possible that Criterion B may not be an appropriate criterion for the eligibility of this district and that will have to be further investigated. [Note that the National Register Coordinator position at the Wisconsin Historical Society is currently vacant, as the former NR Coordinator, Ms. Peggy Veregin, just left her position as of October 22nd, 2021, so I could not follow up on this question]. As well, regarding Criterion C (and the potential for the inclusion of the Dr. George and Ida Harrison House within the proposed district which was noted in the 2016-17 survey), please know that I am aware that the Harrison House at 121 Lake Shore Drive East was demolished in 2019.



Above Left: Home of Samuel S. and Stella Fifield (2017). Above Right: Dr. George and Ida Harrison House as seen in 2017. It is no longer extant.

All aspects of the project will be completed by me, Traci E. Schnell, as sole proprietor of **tes | Historical Consulting, LLC**, the business I started in June 2018.

Traci E. Schnell, M.A.

BRIEF BACKGROUND/WORK EXPERIENCE

- B.A. and M.A. in Art History & Criticism (Architectural History emphasis) from the University of Wisconsin-Milwaukee
- Over twenty-six years of full-time experience in Cultural Resource Management, over twenty-three of which were spent at Heritage Research, Ltd.

THE ABOVE INFORMATION SATISFIES THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATION STANDARDS FOR ARCHITECTURAL HISTORY

Ashland-Specific Experience:

- Principal Investigator for the 2016-2017 Architectural and Historical Survey of Ashland
- Author of the Chapple and MacArthur Avenues Residential Historic District nomination (the district was listed in May 2014)
- Principal Investigator for the 2001 Architectural and Historical Survey of Ashland
- Additional WisDOT and Department of Natural Resources reviews in the City

Related Experience:

- Former Frank Lloyd Wright Wisconsin (now Wright in Wisconsin) board member; current member and continues to serve on the committee in charge of Wright & Like, an annual home tour held in different locations in Wisconsin where FLW sites are located
- Brown Deer Historical Society member and former president (2014-2018)
- Instructor for the biennial (and later annual) House History program held at the Milwaukee Public (Central) Library from 2003 until 2017
- Architectural/research advisor and/or researcher (volunteer) for the Wauwatosa Historical Society's annual Tour of Homes from 2000 to 2015; former Wauwatosa Historical Society president
- Past Board member and former president of Historic Milwaukee, Inc.; led its research committee for over twelve years

**NATIONAL REGISTER NOMINATION DELIVERABLES/
TASK ELEMENTS**

Products generated by this project will include those deliverables cited in both the Work Program and the Request for Bids, and will consist of the following:

- A. Accomplish and complete all research (above and beyond that gathered at the survey level) to thoroughly understand the historical or architectural importance and relevance of each property in the district. Confer with the National Register Coordinator at the Wisconsin Historical Society to fully confirm the appropriate Criterion (or Criteria) for the

nomination's eligibility.

- B. Thoroughly tour and inspect the proposed district and prepare appropriate architectural descriptions. Contact will be made with individual homeowners to assess what additional historical information and/or photographs they may have on/of their homes. It is understood that restoration work has occurred within the district since the 2016-2017 survey and, therefore, digital photos of all individual properties will be taken in order to update the existing survey photos in the Wisconsin Historic Preservation Database (WHPD), in addition to the broad views required for the nomination. As well, any new historical information found will be added to the WHPD records.
- C. Prepare a complete draft of the nomination. The nomination is comprised of two primary sections—one consists of a full architectural description of the buildings in the district and the consists of a substantive history of the district, including local context. Some of the context for the proposed district can be derived from the Chapple and MacArthur Avenues Residential Historical District, for which I was the author.
- D. Send a draft of the nomination to the City of Ashland's Historic Preservation Commission in advance of submission to the Wisconsin Historical Society, if requested in advance of submittal (generally nominations are provided to the community after submission to the WHS but with an appropriate amount of time for review/input). Address any review comments offered by the City and/or the Commission.
- E. Submit the district nomination (an electronic and a paper copy) to the Historic Preservation Division of the WHS for review and scheduling. Each submittal shall include all the necessary materials including a USGS map, 4' x 6' digital photographs, district mapping, digital images (TIFF images for the National Park Service and JPGs for the Wisconsin Historical Society), PowerPoint presentation for the Preservation Review Board (PRB), a 200-300 word web summary for posting on the WHS website, along with a completed nomination submission checklist and a list of owners names and addresses printed on mailing labels--all as described in the Work Program.
- F. Complete any final nomination revisions required by the WHS.
- G. Present nominations to the Preservation Review Board (PRB); the timing of which is subject to the PRB's schedule/calendar (See additional information provided in "Project Scheduling.")
- H. Make any final revisions required by the PRB, after which the nomination will be returned to the WHS for transmission to the U.S. Department of the Interior.

PROJECT SCHEDULING:

The project award and completion dates noted in the Request for Bids provide for an approximate 8-month work period. Accordingly, work will commence shortly after receiving the Notice to Proceed (it is assumed that a contract can be in place by no later than 15 November 2021). Although the project MUST conclude by no later than 30 July 2022, it would be my intent to submit the nomination to the Wisconsin Historical Society by or before May 2022. Progress reports will be submitted as outlined in the RFB.

Districts also generally require an informational meeting to be held in the community (with invitations mailed to the district homeowners but the meetings are open to the general community), in advance of the Preservation Review Board presentation. This accounts for one of the two trips to Ashland that are included in the budget at the conclusion of this proposal.

Because the presentation of the nominations to the Preservation Review Board (PRB, the group of which meets four times a year; in February, May, August and November) may not occur for up to six to nine months after submission of the nominations to the WHS, presentation dates to the PRB are unknown at this time (and could possibly occur after the grant cycle has concluded). PRB Presentation, as noted previously, is included in the project deliverables.

Please also be aware that while PRB meetings are most often held at the WHS in Madison, there is an attempt to hold at least one of the four meetings at another location in the state. Known past locations include La Crosse, Milwaukee and Oshkosh; however, they are not limited to those locations. Due to the COVID pandemic, the PRB meeting has been held virtually but it is hoped that it will resume as in-person in the near future.

If you have any additional questions or concerns regarding scheduling, please ask.

PRIOR NATIONAL REGISTER NOMINATION EXPERIENCE

TRACI E. SCHNELL

WISCONSIN NATIONAL REGISTER NOMINATION EXPERIENCE

(completed either as the sole author or as a contributing author)

Many of the following nominations have been scanned and are available on the NPS website.

BOLDED nominations were for historic districts

COMPLETED WHILE EMPLOYED AT HERITAGE RESEARCH, LTD.

Wauwatosa Arcade Building, Wauwatosa (1997)

Reformed Presbyterian Church of Vernon, Town of Vernon, Waukesha County (1999)

Bailey's Harbor Town Hall/McArdle Library, Bailey's Harbor (2000)

Albert Zahn House/Bird's Park, Bailey's Harbor (2000)

August Zahn Blacksmith Shop and Residence, Bailey's Harbor (2000)

McIntosh-Goodrich Mansion/Wisconsin Conservatory of Music, Milwaukee (2000)

Green Bay Road Commercial Historic District, Thiensville (2004)

Main Street Commercial Historic District, Thiensville (2004)

Pearl & Grand Avenue Residential Historic District, Mukwonago (2004)

East Forest Avenue Residential Historic District, Neenah (2005)

Racine Rubber Company Homes Historic District, Racine (2006)

Kegel's Inn, West Allis (2010)

Koelsch Funeral Home, West Allis (2010)

Alexander H. & Pauline McMicken House, West Allis (2010)

Owen & Margaret Oliver House, Town of Genesee (2010)

Juneau Highlands Residential Historic District, West Allis (2011)

Visitation Convent Complex, aka St. Mary's Home; School Sisters of Notre Dame Convent Complex, Elm Grove (2011)

Wauwatosa Avenue Residential Historic District, Wauwatosa (2012)

Carl & Therese Schauwitzer House, Muskego (2013)

Chapple and MacArthur Avenue Residential Historic District, Ashland (2014)

Independent Order of Odd Fellows Lodge No. 89, Rosendale (2015)

Nashotah House Theological Seminary, Delafield (2017)

North 47th Street Bungalow Historic District, Milwaukee (2017)

Genesee Woolen Mill Site, Genesee Depot (2017)

Kopperud Park Residential Historic District, West Allis (2017)

Farnsworth Public Library, Oconto (2017)

Schwartz Family House, Hartford (2018)

Luther Memorial Church, Madison (2018)

Glen Park Suspension Footbridge, River Falls (2018)

Mitchell Street Commercial Historic District, Milwaukee (2018)

Klueter Grocery Warehouse Building, Madison (2018)

COMPLETED AS tes | HISTORICAL CONSULTING, LLC

Bernard & Fern Schwartz House, Two Rivers (2019)

Holy Family Roman Catholic Church Complex, Cudahy (2021)

Kiel Mill, Kiel (2021)

George H. & Frances Daubner House, Brookfield (scheduled for PRB, November 2021)

The following were submitted (in 2021) to the WHS but have not yet been reviewed or scheduled for the PRB:

Ruth St. John and John Dunham West House and Gardens, Manitowoc

Wauwatosa Cemetery Chapel, Wauwatosa

Highland Park Historic District, Wausau

John & Florence Melster House, Waukesha

Theodore I. & Margaret Morey House, Waukesha

St. Mary's Catholic Church Complex, Waukesha

REFERENCES:

Although not requested in the RFB, I am pleased to offer the following references to substantiate the quality of my National Register nomination work and my ability to complete quality WHS subgrant work on time and within the grant budget.

Name: Mr. Shaun Mueller
Title/Position: Development Project Manager, Economic Development,
Department of Planning and Zoning
Municipality: City of West Allis
Phone #: 414.302.8470
Email: smueller@westalliswi.gov

Name: Ms. Tamara Szudy
Title/Position: Principal Planner, Development Department
Municipality: City of Wauwatosa
Phone #: 414.479.3521
Email: tszudy@wauwatosa.net

Name: Ms. Peggy Veregin
Title/Position: Former Wisconsin National Register Coordinator
(She resigned from the position on 10/22/2021)
Phone #: 847.323.1622
Email: pveregin@outlook.com

PROPOSED BUDGET

NATIONAL REGISTER NOMINATION COMPLETION FIFIELD PLACE RESIDENTIAL HISTORIC DISTRICT

City of Ashland, Ashland County

1. Direct Labor Cost

94 hours x \$52.00/hr	\$4,888.00
Hours include drive time to Ashland for two trips; one for research and photos and the other for the public information meeting. One round trip is approximately 10 hours.	

2. Direct Charges (Reimbursables)*

Mileage (estimate 1,500 miles @ .56/mile, the 2021 IRS mileage rate)	840.00
(Includes 2 round trips at 600 miles each and one round trip (200 miles) to Madison to present the nomination to the Review Board plus miscellaneous mileage)	
Meals	50.00
Lodgings [2 nights @ \$96.00(per diem)]	192.00
Photograph processing (approx. 18 photos, 2 sets)	8.00
USGS Quad	6.00

3. Total Compensation \$5,984.00



UNIVERSITY OF WISCONSIN-MILWAUKEE
ARCHAEOLOGICAL RESEARCH LABORATORY CENTER
CULTURAL RESOURCE MANAGEMENT

Proposal:

Nomination of the Fifield Row Historic District
City of Ashland, Wisconsin

October 22, 2021



University of Wisconsin-Milwaukee
Archaeological Research Laboratory Center, Sabin Hall
3413 N. Downer Avenue
Milwaukee, WI 53211
(414) 229-3078, malischk@uwm.edu

The **Cultural Resource Management** program (Archaeological Research Laboratory Center) at the **University of Wisconsin–Milwaukee** (UWM) here offers a proposal to the City of Ashland to complete a National Register of Historic Places (NRHP) District nomination for the Fifield Row Houses in Ashland, Ashland County, Wisconsin.

The project team for the National Register nominations project has over 50 years of combined professional experience in architecture/history and historical research. The project team is directed by **LisaMarie Malischke** (Principal Investigator) with **Kelly Blaubach** acting as the lead architectural historian. Two additional architectural historians, **Justin Miller** and **Gail Klein**, and GIS specialist **Nick Weber**, provide important supporting roles for the project. Our key staff exceed the National Park Service's Secretary of Interior's Qualification Standards for History and Architectural/History.

In addition to the combined professional experience of the project team, we have worked together for the past ten years, successfully completing many large-scale architecture history projects. The **West Hill Residential Historic District** in Chippewa Falls, the **Lincoln Boulevard Historic District** in Manitowoc, and the **A.D. Thompson Cabin** in Douglas County, are projects that demonstrate this expertise.

As UWM–CRM is part of a research-based public institution, we do not charge profit on our outside contracts, resulting in the maximum allocation of research funding towards project directed research. Moreover, the resources and support staff of our program consistently allow for our projects to be completed on time. For the City of Ashland National Register District nomination, we propose a final completion date of **July 1, 2022**.

We look forward to working with the City of Ashland on this important project.

LisaMarie Malischke, PhD, RPA
Principal Investigator
malischk@uwm.edu
(414) 251-8032



IMAGE COURTESY WISCONSIN HISTORIC PRESERVATION DATABASE, 2021.

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WHO WE ARE

Cultural Resource Management at the University of Wisconsin–Milwaukee has been providing historic preservation and archaeological consulting services to the public and private sectors since 1974. Our clients include agencies, municipalities, firms, and individuals.

UWM–CRM operates within the Archaeological Research Laboratory Center, and our multi-disciplinary staff includes specialists from a wide variety of backgrounds including architecture, historic preservation, public history, archaeology, anthropology, and geography. With over forty years of experience, we have established a reputation for high quality, cost-effective consulting work that combines the efficiency and client-oriented approach of the private sector with the thoughtful, thorough approach of the academic world.

WHAT WE DO

UWM–CRM offers clients a one-stop-shop consulting service for cultural resource compliance. Our architectural historians regularly complete reconnaissance and intensive surveys, Determinations of Eligibility, National Register of Historic Places nominations, and historic tax credit applications. UWM–CRM also provides a variety of consulting services including consultation, development and preparation of effects documentation such as Finding of No Adverse Effect, Documentation for Consultation, mitigation plans, and Memoranda of Agreement. In addition to our above-ground services, we also offer a full array of contract archaeology services including research, documentation, excavation, monitoring, and laboratory analysis.

Our facilities encompass 10,000 square feet of space devoted to offices, computer facilities, photographic and cartographic studios, archaeological research labs, and extensive storage. As a university program, UWM–CRM has access to the UW System Libraries and other research facilities, fleet vehicles, duplicating services, federally approved accounting services, computing consultants, and the State of Wisconsin liability and worker's compensation programs.



UWM–CRM is located in Sabin Hall at the University of Wisconsin–Milwaukee. Our building was built in 1928 and originally housed the science departments of the Milwaukee Downer College. Our physical address and contact person is:

LisaMarie Malischke
Cultural Resource Management
Archaeological Research Laboratory Center
University of Wisconsin—Milwaukee
Sabin Hall, 3413 N. Downer Avenue
Milwaukee, WI 53211
414-251-8032
malischk@uwm.edu

Our contractual matters are handled through the UWM Office of Sponsored Programs (OSP). The point of contact for contractual matters is:

Kate Mollen
University Grants & Contracts Administrator
University of Wisconsin—Milwaukee
Mitchell Hall, Rm 273
Milwaukee, WI 53211
(414) 229-2487
mollen@uwm.edu

Cultural Resource Management at the University of Wisconsin—Milwaukee is licensed to operate in the State of Wisconsin.

REPRESENTATIVE PROJECTS

UWM–CRM routinely completes architecture history investigations for a number of agencies and municipalities encompassing a variety of project types of differing scales. Included in our portfolio are National Register of Historic Places (NRHP) nominations, reconnaissance level surveys, intensive surveys, determination of eligibility assessments for NRHP listing, as well as many types of cultural resource documentation formats. Our architecture history experience covers the entire State of Wisconsin and includes a wide range of historical properties, themes, and contexts.

Listed below is a representative sample of architecture/history projects completed by UWM–CRM that reflect our breadth of experience with architecture history investigations throughout Wisconsin. Following this list are three highlighted projects that provide a more in-depth assessment of our expertise: **West Hill Residential Historic District** in Chippewa Falls, **Lincoln Boulevard Historic District** in Manitowoc, and the **A.D. Thompson Cabin** in Douglas County, Wisconsin.

SAMPLE OF ARCHITECTURE-HISTORY PROJECTS

National Register of Historic Places Nominations

Kohl's Food Store, Monona, Dane County, WI (Spring 2021)

La Crosse Fire Station No.5, La Crosse, La Crosse County, WI (Spring 2021)

Myrtle and Derwood Trimbell House, West Salem, La Crosse County, WI (Spring 2021)

Bangor Commercial Historic District, Bangor, La Crosse County, WI (Winter 2020-Spring 2021)

Smith School, Oshkosh, Winnebago County, WI (Summer 2020)

Razy and John Wright House, Medary, La Crosse County, WI (Summer 2020)

Stoughton Municipal Power Plant No.1, Stoughton, Dane County, WI (Summer 2020)

Antoine and Sarah Gordon House, Gordon, Douglas County, WI (Spring 2020)

Holy Trinity School, La Crosse, La Crosse County, WI (Spring 2020)

Hanmer Robbins and Rock School, Platteville, Grant County, WI (Summer 2019)

Leonard and Caroline Coates House, Platteville, Grant County, WI (Summer 2019)

Carsten and Dora Hinnners House, Platteville, Grant County, WI (Summer 2019)

Reconnaissance Surveys

Elroy-Sparta State Trail, Monroe and Juneau Counties (Winter 2020-2021)

USH 51 (Main Street), City of Stoughton and surrounding townships, Dane County (2010-2016)

Main Street, Village of Sussex, Waukesha County (Spring 2017)

Broad Street, City of Menasha, Winnebago County (Spring 2016)

Historic Context Studies

Wisconsin Hydroelectric Facilities (Fall 2017)

NRHP Determination of Eligibility Reports

Holy Ghost Parish Historic District, Village of Dickeyville, Grant County, WI (Winter 2017)

Calumet County Highway Shed, City of Chilton, Calumet County, WI (Summer 2016)

WEST HILL RESIDENTIAL HISTORIC DISTRICT

Chippewa Falls, Wisconsin

Between 2019 and 2020, UWM–CRM completed a National Register of Historic Places nomination for the West Hill Residential Historic District in the City of Chippewa Falls, Wisconsin. West Hill is a roughly five square block area consisting of 162 architecturally significant buildings dating from the 1870s through the 1960s. The properties illustrate popular architectural styles through time such as Italianate, Queen Anne, American Foursquare, Craftsman, Colonial Revival, Tudor Revival, Mediterranean Revival, French Provincial, Minimal Traditional, and Ranch.

The District nomination required street-by-street field surveys to identify properties meeting National Register eligibility status. Next, UWM–CRM, along with SHPO staff, completed site visits to verify the historic district boundaries. UWM–CRM's GIS specialist mapped the locations of all surveyed resources and proposed district boundaries, and UWM–CRM historians conducted archival research to prepare the historical context for the District.

The District nomination was presented and approved by the Wisconsin Historic Preservation Review Board in Autumn 2020 and is currently awaiting approval by the National Park Service.

Project reference: Daina Penkiunas, Wisconsin State Historic Preservation Officer,
daina.penkiunas@wisconsinhistory.org



LINCOLN BOULEVARD HISTORIC DISTRICT

Manitowoc, Wisconsin

In 2018, UWM–CRM completed a National Register of Historic Places nomination for the Lincoln Boulevard Historic District in the City of Manitowoc, Wisconsin.

The Lincoln Boulevard Historic District is an affluent residential neighborhood including 84 single-family homes of notable architectural styles such as Queen Anne, American Foursquare, Craftsman, Arts and Crafts, Colonial Revival, Tudor Revival, Mediterranean Revival, French Provincial, Minimal Traditional, and Ranch. The houses are located along a parkway boulevard with mature trees, many of them over 75 years old.

As part of the nomination process, UWM–CRM performed site visits to each property, created site plans and mapped District boundaries, while creating full narrative descriptions of each building's existing appearance, and corresponding historical contexts.

The nomination was approved by SHPO and the Wisconsin Historic Preservation Review Board in Fall 2018 and was officially listed in the National Register in March 2019.

Project reference: Troy Robillard,
robillardt@ayresassociates.com



A. D. THOMPSON CABIN

Douglas County, Wisconsin

UWM–CRM architectural historians evaluated the A. D. Thompson Cabin, constructed in 1906, and determined it was eligible for the National Register of Historic Places as a locally significant property exemplifying Rustic style architecture.

The architectural historians documented the cabin's "rounded saddle-notched log walls with curved corner notching and a large screened veranda." Contributing resources beyond the cabin itself included a log woodshed, an outhouse, a clapboard-sided children's cabin, and a wooden teepee frame.

Documentation included research and production of an in-depth historical context of the site and area, detailed descriptions of the architectural features of each contributing resource, photographic documentation of the cabin and its outbuildings, GIS maps of the property, and creation of a full description of the interior and investigation into the history of the property as well as modifications made to the structures over time.

The cabin nomination was presented and approved by the Wisconsin Historic Preservation Review Board in Autumn 2021 and is currently awaiting approval by the National Park Service.

Project reference: Daina Penkiunas, Wisconsin State Historic Preservation Officer,
daina.penkiunas@wisconsinhistory.org



PROJECT OVERVIEW

The National Register of Historic Places (NRHP) District nomination project will consist of the preparation of a National Register of Historic Places District nomination for six properties of the Fifield Row Houses in Ashland, Wisconsin. The properties within the District include five located along N. 2nd Avenue East (aka Fifield Row) and one along N. Ellis Avenue (aka 1 Fifield Place). This District nomination will be prepared in accordance with the procedures outlined by the National Park Service (NPS) and the Wisconsin State Historic Preservation Office (SHPO).

METHODS

The project necessitates several interconnected phases. The initial stage of the project consists of site visits to view each property located within the proposed historic district and complete exterior photographic documentation of the buildings and their existing settings following National Park Service and Wisconsin State Historic Preservation Office standards. Our in-house GIS specialist then produces required topographic maps with labeled UTM coordinates showing the historic district boundaries and locations of contributing/non contributing buildings.

Next, architectural historians conduct detailed research on the history of each building and the significance of the properties within appropriate architectural and historical contexts. Research will document the development of the Fifield Row Houses and will focus on contributing buildings within the district.

Archival research is followed by the preparation of the narrative portions of the District nomination as well as the assembly of supplemental documents required by the Wisconsin SHPO. UWM-CRM staff will update or create WHPD records for each contributing property as appropriate.

Upon completion, the nomination package will be submitted to the City of Ashland and, following the City's review, submitted to SHPO for review. Following SHPO review, UWM-CRM architectural historians will present the District nomination at the next available Historic Review Board meeting(s).



IMAGES COURTESY WISCONSIN HISTORIC PRESERVATION DATABASE, 2021.

DELIVERABLES

Deliverables for the project include three major items: (1) one completed NRHP District nomination form; (2) supplemental documents required by the National Park Service and the Wisconsin State Historic Preservation Office; and (3) presentation of the completed NRHP District nomination before the Wisconsin Historic Review Board.

The written NRHP nomination form will be submitted both in hard copy and digitally (as a Microsoft Word document, per SHPO requirement), and will include sketch maps, floor plans, and relevant historical images when available and appropriate. Supplemental documents to be submitted with the nomination include the following:

- a 200-300 word summary of the historic district for inclusion on the Wisconsin Historical Society's website
- a CD containing digital photos in TIFF format for submittal to the National Park Service
- a CD containing digital photos in JPEG format for SHPO use
- a USGS map with labeled UTM points showing the location of the historic district
- 2 sets of 4" x 6" color prints, labeled according to NPS guidelines
- a complete list of current property owners along with three full sets of mailing labels on Avery 5160, 5161, or similar format
- a PowerPoint presentation of the historic district for use at the Historic Review Board meeting

SUMMARY

Listing the Fifield Row Historic District in the National Register of Historic Places will bring both interest and appreciation to the neighborhood as well as render each contributing resource eligible for applicable tax incentive programs pursuant to the restoration of the properties. National Register listing can also encourage additional local preservation efforts throughout the surrounding community. With ample experience and expertise in this field, UWM-CRM will be pleased to assist the City of Ashland in this endeavor.



IMAGES COURTESY WISCONSIN HISTORIC PRESERVATION DATABASE, 2021.

PROJECT TIMELINE

The project timeline is presented below and assumes a notice to proceed by November 1, 2021. Final deliverables will be provided no later than **July 1, 2022**.

<i>Description</i>	<i>Date</i>
Notice to Proceed	November 1, 2021
Site Visits	November 2021—January 2022
Archival Research	December 2021—February 2022
Preparation of NRHP Narratives	February 2022—April 2022
Preparation and Assembly of Supplemental Documentation	April—June 2022
Deliverables 1 and 2: NRHP District Nomination and Supplemental Documentation	No later than July 1, 2022
Deliverable 3: Presentation of District Nomination at Historic Review Board Meeting(s)	Date TBD by SHPO

KEY STAFF

The project team for the Ashland NRHP District nomination has over 50 years of combined professional experience in architecture/history and historical research. The project team is directed by **LisaMarie Malischke** (Principal Investigator) with **Kelly J. Blaubach** acting as lead architectural historian. Kelly will conduct all site visits and act as primary author of the NRHP nomination. She will be assisted by fellow historians **Justin Miller** and **Gail Klein. Nick Weber**, the UWM–CRM staff GIS specialist, will produce all maps for the project.

Our key staff exceed the National Park Service's Secretary of Interior's Qualification Standards for History and Architectural/History.

LIST OF PROJECT TEAM

LisaMarie Malischke, Ph.D., Principal Investigator

Kelly Blaubach, M.A., Lead Architectural Historian

Gail R. Klein, M.S., Architectural Historian

Justin C. Miller, B. S., Architectural Historian

Nick Weber, GIS Graduate Certificate, GIS Specialist



LISAMARIE MALISCHKE, PRINCIPAL INVESTIGATOR



Since 2003, Dr. Malischke has engaged in historical archaeology at the local, regional, and federal levels. She has extensive experience researching and conducting archaeology at colonial sites throughout the western Great Lakes and colonial Louisiane, particularly with regards to structural remains. Additional research avenues include the study of southeastern vernacular structures and adopted architectural styles. Dr. Malischke is an expert in colonial and farmstead settlement patterns across the eastern United States, as well as the rise of urbanization and industrialization since colonial times. Recent research directions include industrial archaeology as it pertains to both large and small scale sites.

EDUCATION

Ph.D. Anthropology, University of Alabama
 M.A., Anthropology, Western Michigan University
 Graduate Certificate in Ethnohistory, Western Michigan University
 B.S. Botany, University of Iowa

In terms of administrative and project management experience, LisaMarie concurrently manages multiple cultural resource projects requiring compliance with Section 106 of the National Historic Preservation Act (NHPA), with the National Environmental Policy Act (NEPA), as well as state-level compliance. At UWM-CRM, LisaMarie is a main point of contact for Wisconsin Department of Transportation projects. Dr. Malischke directs full time Archaeologists with these endeavors.

MEMBERSHIPS

Society for Historical Archaeology
 Southeast Archaeological Conference
 Midwest Historical Archaeology Conference
 French Colonial Historical Society
 American Society for Ethnohistory

PUBLICATIONS

Cultural Resources Investigations for the Grand Trunk Yard Improvements, Milwaukee County, Wisconsin, 2021.

Archaeological Phase III Investigations at Historic Site 22HI889 in Hinds County, Mississippi, 2017.

TRAINING

Register of Professional Archaeologists (2016 to present)
 National Preservation Institute Section 106 Training, 2021
 Battlefield Metal Detection, National Center for Preservation Technology and Training (NCPTT), National Park Service, 2016

KELLY J. BLAUBACH, LEAD ARCHITECTURAL HISTORIAN



Kelly is an architectural historian who began working at UWM–CRM in 2014. With experience in reconnaissance– and intensive–level surveys as well as historic and archival research, Kelly has prepared many Determinations of Eligibility reports and effects documentation for cultural resources throughout the state of Wisconsin. She works with a vast array of property types, including residential properties, farmsteads, commercial buildings, industrial sites, and municipal and civic buildings. For this project, Kelly’s responsibilities will include project management assistance, attending informational meetings, conducting fieldwork, and historical research. She will lead report writing and report production. Kelly lives in Waukesha County.

EDUCATION

B.A., History, Carroll University
M.A., Public History, concentration
in Historic Preservation, University of
Wisconsin—Milwaukee

MEMBERSHIPS

Historic Milwaukee, Inc.

TRAINING

The Recent Past: Strategies for
Evaluation, National Preservation
Institute (2018)

Section 106: An Introduction, National
Preservation Institute (2016)

Historic Preservation Consultants
Seminar, Wisconsin Historical Society
(2014–2017)

Local History & Historic Preservation
Conference, Wisconsin Historical
Society (2014–2017)

Historic Preservation Conference,
National Trust for Historic
Preservation (2013)

RELATED PROJECTS

Statewide Hydroelectric Context—Statewide, Wisconsin

UWM–CRM worked with the Wisconsin Public Service Corporation to develop and implement mitigation measures for required upgrades to a hydroelectric facility northwest of Merrill, Wisconsin. The Grandfather Falls hydro plant, determined eligible for listing in the National Register, was one of the few remaining hydroelectric facilities in the region with its original early–twentieth century wood penstock pipelines. As such, the project team worked to develop creative mitigation to reflect the unique significance of the property. A portion of one wood penstock was salvaged and incorporated into the landscape of the adjacent Ice Age Trail, which runs through the property. In addition, Kelly developed a historical context for the development of hydroelectric technology and facilities in Wisconsin. The project team also produced archival photodocumentation of the hydro plant, its penstocks, and associated resources in three seasons. Then, UWM–CRM developed text and visual content for informational signage to be installed at the facility.

Historic Districts Effects Assessment—Quincy, Illinois

UWM–CRM conducted an effects assessment for a cell tower project in the City of Quincy, along the Mississippi River in Adams County, Illinois. The project area encompassed four historic districts listed in the National Register of Historic Places: the Downtown Quincy Historic District, the East End Historic District, the Northwest Historic District, and the Southside German Historic District. The City of Quincy, due to its location along the Mississippi River, was a bustling travel center in the early–to–mid 1800s, and Quincy’s residential districts contain houses constructed as early as the 1830s and 1840s. Kelly conducted photographic documentation, archival research, and effects assessment for all NRHP listed resources.

GAIL R. KLEIN, ARCHITECTURAL HISTORIAN



EDUCATION

M.S., Historic Preservation,
University of Oregon
B.A., History, Art,
North Central College

MEMBERSHIPS

Wisconsin Historical Society
National Trust for Historic
Preservation

PUBLICATIONS

“Preserving America’s Historic
Grange Halls,” ASHP Journal, 2009
“Unity, Liberty, and Charity: A History
of the Grange in Lane County,” Lane
County Historian, Summer 2009

TRAINING

The Recent Past: Strategies for
Evaluation, National Preservation
Institute (October 2018)
Historic Preservation Consultants
Seminar, Wisconsin Historical Society
(2009–2017)
Local History & Historic Preservation
Conference, Wisconsin Historical
Society (2009–2017)
Historic Tax Credits Workshop,
Wisconsin Historical Society (2017)
Section 106: An Introduction, National
Preservation Institute (April 2011)

Gail has been working as an architectural historian and historic preservation consultant in Wisconsin since 2009 and has been with UWM–CRM since 2014. Gail’s historic preservation work includes the preparation of multiple National Register nominations, intensive survey reports, historic tax credit documentation, and Determination of Eligibility reports. She leads historic preservation projects documenting and evaluating a wide range of historic property types, architectural styles, and historic districts. Gail’s responsibilities include assisting with historical and archival research. She will also contribute to report development and assembly. Gail lives in Stoughton, Wisconsin.

RELATED PROJECTS

National Register of Historic Places Nominations: New Hope Norwegian Evangelical Lutheran Church (New Hope, Wisconsin); Samuel and Nina Marcus House (Spring Green, Wisconsin); William and Annie McDermot House (Fond du Lac, Wisconsin); Spellman Brothers Granite Company (Sauk City, Wisconsin); Henry and Barbara Bierbauer House (New Lisbon, Wisconsin)

Gail completed National Register nominations for a variety of residential, commercial, and civic properties, on behalf of municipalities as well as private property owners. For each nomination, Gail conducted intensive archival research, completed interior and exterior photographic documentation, and prepared detailed historical context narratives to evaluate each property’s significance within the historic and architectural landscape of the surrounding community. Gail presented all nominations before the Wisconsin Historic Review Board and each was approved for listing in the National Register of Historic Places.

Milwaukee Electric Railway & Light Company Intensive Survey, WE Energies—Milwaukee, Kenosha, Racine, Waukesha, Jefferson, Ozaukee, and Sheboygan Counties, Wisconsin

UWM–CRM completed a survey of built resources along the historic Milwaukee Interurban rail lines between the City of Milwaukee and destinations in surrounding counties. The UWM–CRM team utilized GIS mapping to locate and identify geographically isolated bridges, culverts, and other resources historically associated with the interurban railway. UWM–CRM conducted archival research to provide a historical context for the surveyed structures, and identified those considered potentially eligible for listing in the National Register of Historic Places. WHPD records were created and GIS data was provided to WHS for all surveyed structures. Gail served as project lead, conducting intensive-level field survey, and authored sections of the final report.

JUSTIN C. MILLER, ARCHITECTURAL HISTORIAN



Justin has been working as an architectural historian in Wisconsin for over ten years and has been with UWM-CRM since 2014. Justin's historic preservation experience includes National Register nominations, reconnaissance and intensive survey work, Determination of Eligibility reports, and cultural resource compliance projects including consultation and developing Memoranda of Agreements. Justin also serves as the current chair of the Chicago chapter of Docomomo, an international organization dedicated to the preservation and appreciation of Modern-era buildings, landscapes, and allied arts. Justin's responsibilities will include research and fieldwork, photography, and assisting with report writing and production.

EDUCATION

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

MEMBERSHIPS

Docomomo US/Chicago
Society of Architectural Historians

PRESENTATIONS

"Mount Telemark: Modernist Ski Resort in the Northwoods," Virtual presentation co-sponsored by Docomomo Minnesota and Docomomo Chicago (April 2021)

Moderator, "Modern in the Middle: Chicago Houses 1929-75," Virtual presentation co-sponsored by Glessner House and Docomomo Chicago (April 2021)

"Looking at H.H. Richardson's Other Chicago House," Chicago Architecture Biennial lecture (December 2017)

"Not So Convenient or Artistic as We Had Expected," Chicago Architecture Biennial lecture (December 2015)

TRAINING

Preserving the Recent Past 3 conference, University of Southern California (2019)

Identification and Evaluation of Mid-20th-Century Buildings, National Preservation Institute (2011)

Local History & Historic Preservation Conference, Wisconsin Historical Society (2008–present)

RELATED PROJECTS

West Hill Residential Historic District NRHP Nomination -- Chippewa Falls, Wisconsin

In Spring 2020, Justin completed a National Register nomination for the West Hill Residential Historic District in Chippewa Falls. The West Hill district contains 162 houses that reflect the economic prosperity of Chippewa Falls and illustrate the range of architectural styles popular from the 1870s through the 1950s. As part of the nomination process, UWM-CRM conducted archival research at local libraries, photographed every building in the historic district, and conducted interviews with select homeowners. UWM-CRM's staff GIS specialist also worked with the Wisconsin Historical Society to develop a streamlined process for submitting the mapping and photographic components of the National Register submittal. The West Hill Residential Historic District was approved for listing in the National Register in Fall 2020.

Milwaukee Public Schools Intensive Survey -- Milwaukee, Wisconsin

Beginning in 2018, UWM-CRM worked with the Wisconsin Historical Society to identify and document all current and former public school buildings associated with the Milwaukee Public Schools, the largest school system in the state. The intensive survey identified nearly 200 purpose-built school buildings dating from the 1870s through the 1980s. The survey also paid special attention to the 58 Modernist-style schools that were built between 1949 and 1965 as part of a post-WWII building boom. The project team developed a historic context focusing on the architectural, educational, and social development of the Milwaukee public school system. The project team also produced photographic documentation, GIS mapping, and recommendations for future National Register or local landmark listing. Justin served as the lead architectural historian and primary author on the project.

NICK WEBER, GIS SPECIALIST



EDUCATION

Graduate Certificate in Geographic Information Systems, University of Wisconsin–Milwaukee
B.A., Anthropology, University of Wisconsin–Milwaukee

MEMBERSHIPS

Wisconsin Land Information Association

PUBLICATIONS

“\$1.87 Each, Four Feet Long and Over; \$0.87 Each, Less Than Four Feet: A Spatial Analysis of Coffin Handle Types from the Milwaukee County Poor Farm Cemetery”
Wisconsin Land Information Association, Spring Meeting (2018)

TRAINING

Basics of Using LiDAR Data,
Wisconsin State Cartographers Office (2018)

Wisconsin Land Information System,
Spring Meeting Conference (2018)

ESRI Wisconsin Users Group
Conference (2015–2016)

Maintaining Parcels in ESRI’s ArcGIS Parcel Editing Solution (The Parcel Fabric), ESRI Wisconsin Users Group Meeting (2015)

Nick has worked as an archaeologist in Wisconsin and the Midwest since 2004 and engaged with Geographic Information Systems (GIS) since 2009. Nick started working with UWM–CRM in 2014 and became the program GIS Specialist in 2016. Nick’s previous GIS projects and experience cover a wide range of geospatial fields and activities, including geospatial data production, geospatial database maintenance and data curation, predictive modeling, spatial analysis, remote sensing, LiDAR data processing and analysis, as well as spatial web-based mapping and mobile application development.

On survey projects, Nick works closely with the architecture history project team to streamline survey efforts and improve survey data accuracy. Prior to any field survey work, Nick produces detailed, user-friendly survey maps. He coordinates with the survey team to utilize hand-held GIS data collection devices, as necessary. Following the field survey, Nick compiles and curates the survey data. Nick also works with the project lead to produce project-specific submittal maps based on content, layout, and report format.

Nick’s responsibilities for the Ashland NRHP District nomination project will include creation of project submittal maps and assistance with logistics, report writing, and report production.

The fee below represents a lump sum figure for the nomination work described in the Project Scope and Methods.

The budget proposal includes the fully burdened projected salaries, travel expenses and supply costs associated with the proposed level of investigations and reporting. *Please note that UWM-CRM does not charge profit on funded projects.*

<i>Description</i>	<i>Cost</i>
One NRHP District Nomination	\$6,000.00
Total Project Cost	\$6,000.00



October 25, 2021

Megan McBride
Director of Planning & Development
601 Main St W
Ashland, WI 54806

RE: Proposal for NRHP nomination preparation for the Fifield Row Historic District

Dear Ms. McBride:

I appreciate the opportunity to submit the attached proposal for writing the National Register of Historic Places (NRHP) nomination for the Fifield Row Historic District, City of Ashland, Ashland County, Wisconsin.

Fairchild & Flatt is a small historic preservation consulting business with a particular specialty in Victorian buildings and historic maritime resources. I work full-time as a Historic Preservation Specialist for multiple companies and organizations, primarily the City of Green Bay and Archaeology and Historic Research Services in New York. Additionally, I enjoy writing NRHP nominations for buildings throughout Wisconsin. My wife, Dr. Jennifer Flatt, works full-time as the Dean at NWTC's Marinette campus and reviews all nominations for clarity and correctness. Our most relevant experience to the project in Ashland includes three NRHP nominations for individual properties (including one 1880s-era house) and one NHRP district nomination (42 buildings). We have the knowledge, experience, and availability to write the Fifield Row Historic District NRHP nomination.

Should you require further information or wish to discuss the project, please feel free to contact me at 715-508-1881 or wmjasonflatt@gmail.com.

Sincerely,

Wm. Jason Flatt, PE

Proposal Enclosed



PROPOSAL –NRHP nomination preparation for the Fifield Row Historic District

1. Contact Information

Company Name - Fairchild & Flatt Consulting, LLC
Address - 1857 Riverside Avenue, Marinette, WI 54143
Phone - h. 715-735-1881; c. 715-508-1881
Contact - Wm. Jason Flatt, PE
E-mail - wmjasonflatt@gmail.com

2. Team Members

Wm. Jason Flatt, PE - Project Lead and Principal Investigator

- Responsible for researching, documenting, photographing, and writing NRHP district nominations.
- Author, National Register of Historic Places Nomination for the Potawatomi State Park Observation Tower, Door County, Wisconsin. Listed on the National Register of Historic Places on 5 February 2021 under Criteria A and C.
- Author, National Register of Historic Places Nomination for the City of Green Bay Downtown Historic District, City of Green Bay, Wisconsin. Listed on the National Register of Historic Places on 13 May 2019 under Criteria A and C. District contains 42 buildings.
- Author, National Register of Historic Places Nomination for the Mary and Harry Brown House, City of Marinette, Wisconsin. Listed on the National Register of Historic Places on 5 October 2015 under Criterion C.
- Satisfies the Secretary of the Interior's Professional Qualification Standards for Architectural History.

Dr. Jennifer Flatt - Staff

- Responsible for editing NRHP district nomination text.

3. Background Experience

Résumé for Project Lead is attached.

4. References

Cheryl Renier-Wigg, Assistant Development Director, City of Green Bay (920-448-3412; cherylre@greenbaywi.gov), is knowledgeable about my work in writing the NRHP district nomination for Green Bay's Downtown Historic District (42 buildings total – 37 contributing, 5 non-contributing)



5. Fees and Scope of Work

Fairchild & Flatt will prepare a National Register of Historic Places (NRHP) district nomination for the Fifield Row Historic District, City of Ashland, Ashland County, Wisconsin. Progress reports will be provided per the proposed timeline below.

This proposal is predicated upon the assumption that the property owners seek to have the properties added to the National Register of Historic Places and that the City of Ashland is willing to provide access to any known historical records associated with the properties (specifically, a complete copy of the 2016-2017 architectural resource survey, a list of the current owners of record for the subject properties and their mailing addresses, as well as any relevant historical information that the City may have collected related to these properties, such as newspaper articles, structural reports, maps, etc.). The City of Ashland is to be wholly responsible for all mailings to property owners or other stakeholders as part of this project (including costs associated with those mailings) and scheduling and noticing any meetings or events associated with this project. The City of Ashland will provide any venue(s) required for in-person meetings.

The fee for all consultant work and expenses shall be a firm-fixed-price of \$5,500, payable upon project close-out following the submittal of final report revisions to SHPO. This fee shall include all project deliverables, specifically the following.

1. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (NPS Form 10-900).
2. One electronic copy and one paper copy of a 200-300-word summary of the significance of the district.
3. The full text of the nomination and of the summary statement on compact disc.
4. Photographs: Two commercially printed sets of digitally produced images printed at a size of 4" x 6" and labeled on the back in pencil. Digital image files in TIFF format on an archival compact disc. All photographs, printed and digital, will comply with the National Park Service's National Register Photo Policy.
5. A PowerPoint presentation that fully documents the significance and appearance of the district for the Review Board meeting. The PowerPoint presentation will be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files

must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.

6. Original USGS quadrangle maps as needed to identify the nominated district. The maps must be labeled appropriately, as specified by the National Register and the SHPO, and will include construction lines for the calculation of UTM coordinates.

7. District maps, site plans, and/or floor plans, as needed (Fairchild & Flatt assumes and states that no floor plans are needed).

8. A complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format. (Fairchild & Flatt can provide these mailing labels, but would like to discuss whether the City of Ashland could provide said labels as part of contract finalization discussions).

9. One completed nomination submission checklist.

10. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the Subgrant Manual. New or updated records are required for all resources in the district whether contributing or non-contributing. The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month to enter the nomination findings for this project.

11. The City of Ashland has hereby advised the consultant that the consultant (Fairchild & Flatt) will be responsible for presenting the nomination to the State Historic Preservation Review Board when it appears on the Board's agenda, and that any corrections or additional information required by the State Review Board or the National Park Service will be provided by the consultant. Costs associated with required corrections is included in the project budget.

Additionally, the fee includes an on-site visit at a mutually agreeable time for the purposes of one public meeting, if desired, and monthly virtual meetings and/or project updates.

6. Proposed Timeline

Project Award	November 2021
Property Photographs	by end of January 2022
Research and Writing	December-June 2022
Draft Report text for Client Review	June 30, 2022
All deliverables due	July 29, 2022

William Jason Flatt, P.E.
1857 Riverside Avenue
Marinette, WI 54143
715-508-1881
wmjasonflatt@gmail.com

EDUCATION AND LICENSES

M.A. in Historic Preservation, 2014 (GPA 3.94)
Goucher College
Thesis – *The Professionalization of Historic Preservation*

M.B.A., with Emphasis in Project Management, 2011 (GPA 4.00)
University of Wisconsin Oshkosh (AACSB-accredited)

M.S. in Ocean Technology and Commerce, 1999 (GPA 3.54)
Webb Institute of Naval Architecture

B.S. in Naval Architecture and Marine Engineering, 1998 (GPA 3.40)
Webb Institute of Naval Architecture

Licensed Professional Engineer (Wisconsin PE License # 41240)

WORK HISTORY

Archaeology & Historic Resource Services (AHRS), Cultural Resource Specialist, 2016-present
As-needed Cultural Resource Specialist for architectural history and maritime artifacts. Author of Intensive Level Architectural Surveys, Alternatives Analyses, and Section 106 Reports throughout NY, NJ, and PA. A small selection of completed work includes the following.

- Historic Resource Survey of multiple Ridge Farm properties, South Whitehall Township, Lehigh County, PA, including the identification and determination of NRHP eligibility for the John Eckert farmstead and estates
- Honeywell office complex, Intensive Level Architectural Survey, Morris Township, NJ
- Gerda Ameristeel industrial facility, historical evaluation, Perth Amboy, NJ
- Alternatives Analysis for NRHP-listed buildings, Village of Malone, NY
- Identification and historical assessment of shipwrecks and waterway infrastructure in the Gowanus Canal EPA Superfund site, Brooklyn, NY

City of Green Bay, Historic Preservation Specialist, 2015-present

Historic Preservation Specialist for the City of Green Bay, Wisconsin. Provide support for city's economic development and planning departments. Responsible for all matters related to historic preservation as defined by city municipal code (chapters 13-200 and 13-1500), as well as

- Section 106 portion of environmental reviews (including HUD CDBG program),
- NRHP district nomination for the East Side downtown historic district (42 buildings),
- Intensive-level architectural survey of the Astor NRHP district (300+ houses),
- Historic Preservation Revolving Loan Fund program creation and implementation,
- Historic preservation ordinance revisions,
- Certified Local Government initiatives (CLG designation 8 May 2019), and
- the City's Historic Preservation Plan.

Fairchild & Flatt Consulting, Principal, 2013-present

Principal and owner of a historic preservation and engineering consulting company. Recent projects include

- the NRHP nomination for the Millston Union Church in Millston, Jackson County, Wisconsin (submitted and awaiting SHPO review as of 26 October 2021),
- the successful NRHP nomination for the Potawatomi Tower in Door County (added to Wisconsin State Register of Historic Places November 2020, NRHP listed 5 February 2021),
- the successful NRHP nomination for the Mary and Harry Brown House, Marinette, Wisconsin (NRHP listed 5 October 2015), and
- Section 106 research for cell phone antenna installations throughout Wisconsin.

University of Wisconsin-Marinette, Instructor, 2008-2018

Part-time Instructor

- Geometry
- Algebra
- Pre-calculus
- “Introduction to Shipbuilding”
- “Applications of Modern Shipbuilding Design,” a 60-hour course developed in conjunction with the US Navy’s NSRP intended to provide practical skills and knowledge required for entry-level designers in shipyards or design offices, including basic instruction in the use of ShipConstructor software

Marinette Marine Corp., Naval Architect and Dockmaster, 1999-2011

Responsible for stability analyses, module handling construction procedures, vessel launch, drydock plans, writing bid proposals, conducting tests during sea trials, and completing other naval architecture drawings and functions. Obtained U.S. Navy certification as “Facility Operations Supervisor for Marinette Marine Corporation, Ship Transfer and Side Launch System” in 2007. Trained in Defense Acquisition University Earned Value Management and assigned as Cost Account Manager for accounts totaling in excess of \$2 million. Worked as Chief Naval Architect overseeing a department of six engineers and designers during several years of my tenure. Lead Naval Architect on

- U.S. Coast Guard WLM and WLB buoy tenders
- NYC Staten Island Ferries
- U.S. Coast Guard Great Lakes Icebreaker (USCGC Mackinaw)
- U.S. Navy Improved Navy Lighterage System (INLS)
- U.S. Navy Littoral Combat Ship (LCS)
- research vessels for both National Oceanic and Atmospheric Administration and University of Alaska-Fairbanks
- Assorted commercial tugboat programs

Internships:

Stolt Parcel Tankers - Winter 1998 - Houston, Texas

American Bureau of Shipping - Winter 1997 - Houston, Texas

Matson Navigation Company - Winter 1996 - Cadet, *S.S. Ewa*, off the Pacific Coast

Westport Shipyard - Winter 1995 - Westport, Washington

SELECTED PUBLICATIONS

The Naval Architect's Role as a Cultural Resource Specialist. Wm. Jason Flatt, PE. A paper presented on 27 October 2017 at the Society of Naval Architects and Marine Engineers (SNAME) Maritime Convention in Houston, Texas.

National Register of Historic Places Nomination for the City of Green Bay Downtown Historic District, Green Bay, Wisconsin. Wm. Jason Flatt, PE, 22 February 2017. Added to National Register of Historic Places 13 May 2019. District contains 42 buildings.

Identification and Historical Assessment of "Target 31a" 4th Street Basin Gowanus Canal Superfund Site Brooklyn, New York. Wm. Jason Flatt, PE, and Michael Audin, RPA, 14 March 2016. Submitted to US EPA and New York SHPO.

Identification and Historical Assessment of Targets 37a, 37b, 37c, and 39, Located in the 6th Street Basin, and Targets 31 and 31b, Located in Turning Basin 4, of Gowanus Canal. Wm. Jason Flatt, PE, and Michael Audin, RPA, 24 April 2016. Submitted to US EPA and New York SHPO.

National Register of Historic Places Nomination for the Mary and Harry Brown House, Marinette, Wisconsin. Wm. Jason Flatt, PE, 20 October 2014. Listed on the National Register of Historic Places on 5 October 2015.

AWARDS

2019 Goucher College MAHP Distinguished Alumnae/i Award

For significant contributions to historic preservation practice and policy

2018 Peter Angilello Outstanding Achievement Award

Brown County Trust for Historic Preservation

For outstanding achievement in Historic Preservation, Brown County, Wisconsin

2012 Master of Arts in Historic Preservation Alumnae/i Prize, Goucher College

Established in 2002 by the first two graduates of the Goucher College MAHP Program to encourage and reward an outstanding first year historic preservation graduate student.

For the best term paper in Introduction to Historic Preservation

2010 LCS Bull Rider Award, Marinette Marine Corporation

The Bull Rider Award was developed by the US Navy to recognize individuals and teams who have shown exceptional services, above and beyond.

For supporting the Littoral Combat Ship program

COMPUTER SKILLS

Proficient with MS-Word, Excel, PowerPoint, AutoCAD, and GHS

Familiar with NavCad, SHCP, HECSALV, and ShipConstructor

LANGUAGES

Conversational Portuguese and Spanish

PROFESSIONAL MEMBERSHIPS

SNAME (Society of Naval Architects and Marine Engineers)

Wisconsin Association of Historic Preservation Commissions, Board Member, 2015-present
(President 2019-present)

Marinette County Historical Society, Board Member, 2004-present

Wisconsin Historical Society, member

COMMUNITY INVOLVEMENT

Aldersperson, City of Marinette, Ward 8, 2015-present (re-elected 2017 and 2020)

Marinette Lions Club, Member, 2000-present

(President 2004-2005, 2009-2010, 2018-2019)

City of Marinette Historic Preservation Commission, Commissioner, 2003-present

Marinette County Historical Society Museum, Volunteer, 2001-2005

Local History Expert (<https://fairchildandflatt.com/local-history/>)

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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Mon, Sept 13, 2021 5:00 PM - 6:30 PM (CDT)

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

<https://global.gotomeeting.com/join/852566573>

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 852-566-573

I. Call to Order

- a. Roll Call
Present: Dave Ullman, Kevin Haas, Mike Amman, Meghan Salmon-Tumas
Excused: Dawayne Lampson
- b. Agenda Modification
Haas motion to approve agenda as is
Motion Carried unanimously
- c. Approval of Minutes
 - i. Approval of April 21, 2021 Minutes
Amman moves to approve minutes from April 21, 2021
Haas second
Motion carries unanimously

II. Public Comment Period

III Information Items

- o Parks Projects Updates
 - o Kreher Park Trail Project (Superfund Site) was awarded to Angelo Luppino and is expected to be completed yet this year
 - o Kreher Park Redevelopment: Parking Lot and Thoroughfare project is currently out to bid
 - o Parks bathrooms are starting to close at dusk (8-9pm); there are only 2 caretakers left on staff, they are working weekends.
 - o Campground were full each night July, August and even into Sept. Prentice Park campground revenue has been more than double normal this year.
- o Recreation Updates
 - o APR had a very successful summer offering recreational programs. Rowan lead 8 weeks of day camps that were full each week. Tennis ran for 6 weeks, the last three weeks we had a parent volunteer to step in to coach – thank you Lisa Guski. Ninja was very successful for the first session and was cancelled the 2nd session. Gymnastics had a good turnout throughout the summer.

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- Fall programming is starting slow but strong. 43 kids are enrolled in flag football. Lowers level gymnastics classes are full with waiting lists. Upper level classes are filling up. APR will be running a small after school program for students in grades K-3, 4 days/wk from 3:15-5:15 starting the last week in Sept. Cost will be \$6/day. Space will be limited to 15 kids. Registrations will be opening up for this program this week. In October APR will start to offer tennis, fun, run and read, and archery. Plus we will be opening the Center for open gyms, indoor playground use and rentals. Masks are required and staff will be sanitizing regularly. Open climbing/bouldering has been going on since early August and will continue into the fall. This happens each Tues and Thurs 5:15-6:16pm
- Will hold Loose Caboose kids race day before Whistlestop Marathon.
- Urban Forestry
 - The City received an updated tree quote from Earth Sense Garden Center in Washburn and has accepted their proposal. Will get 83 trees. Trees will be delivered and planted along Vaughn the last week of September.
 - Ullman: do we get a discounted rate for buying bulk
 - Hudson: yes
 - Ullman: we should open the buy up to residents
 - Hudson: we can do that with our next buy, next year, to reforest Chapple Ave
 - Amman: is there money budgeted to urban forestry?
 - Hudson: this year, \$12,000 is being used to match grant for this; next year's budget is currently under consideration.
 - Amman: expect the new EAB plan to be expensive. We should push for more money for urban forestry.
 - The City has also signed a contract with Bluestem Forestry Consulting to update the City's EAB plan which will be completed by December 31, 2021. Hoping to distinguish between Ash trees appropriate for treatment versus those needing removal.

VI. Business Items:

- Approval of new Ashland Parks and Recreation Logo
 - Chelsea List, Deputy Clerk, helped create a new logo based on the new Ashland Main Street Programs logo. APR staff is seeking approval of what new logo to use.
 - Ullman and Amman: prefer versions with snowflakes
 - Some discussion leads to preference for middle logo, including swimmer and snowflake, though right-most square needs to be aligned with others
 - Ullman: how does this logo fit into broader marketing strategy?
 - Hudson: tagline is consistent with those used by City and other departments; no strong marketing campaign currently

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- Haas makes motion to select logo number 2 (with blue swimmer and green bike)
 - Ullman seconds
 - Motion carries unanimously
 - Amman: how will the logo be used
 - Hudson: It will be used on email signatures and letterheads, possibly on T-shirts for staff
 - Haas: logo could be used on signs when they need replacing
- Approval to Apply for a Wisconsin DNR 2022 Urban Forestry Grant: City Tree Inventory Updates, Urban Forestry Plan plus Continued Effort on Urban Reforestation.
 - APR staff is seeking approval from the PRC to apply for the above grant. The grant request would be used to update the City's current tree inventory, replanting of the current urban forest, and implementation of the newly updated City of Ashland Emerald Ash Borer (EAB) plan. The City's current tree inventory was done in 2017 and it is recommended to be done every five years. Over the course of the last five years, the online inventory has not been updated and there have been some major changes to the city's urban forest in this time. To accurately manage the trees, an updated inventory must be done. Current staff will also be able to learn how to update and manage the new inventory. Other aspects of this grant would be to replant street trees removed as part of construction projects and EAB readiness.
 - Ullman: what is the timeline for this grant?
 - Hudson: apply in Oct, notified in Nov.-Dec., money available in January and must be used by end-of-year
 - Amman: Motion that city staff applies for the 2022 Urban Forestry grant
 - Haas seconds
 - Motion carries unanimously
- Approval to Apply for a Wisconsin Coastal Management Program Grant: Pedestrian Access - Waterfront Trail Reconstruction
 - City staff is seeking approval to apply for the above grant to help pay for the repaving of the waterfront trail from Sanborn Ave to Ellis Ave and 9th Ave East to US Hwy 2 (Ashland Honda Toyota). The City initially intend to pave this section of the ARTS trail with WisDOT funding but bids for this project came in \$400,000 over budget due to having to widen the trail to meet DOT standards. The DOT grant will now be used to repaved/construct the ARTS from Walmart to Sanborn including the section of trail from the blue wave to 22nd Ave W. The City will work with a local engineer to gain cost estimates before the grant is due on Nov 1, 2021.
 - Ullman: could the crossing by Walmart be improved?

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- Hudson: yes, and because it's a state highway, DOT needs to approve any changes there. With new development happening there, there is a renewed need to improve conditions. Highway will be redone in 2026.
- Ullman: What can we do now?
- Hudson: I will direct that question to John Butler
- Ullman: motion that city staff should apply for this WI Coastal Management grant
 - Second from Amman
 - Motion carries unanimously
- Discussion and Recommendation to Bring to Common Council Parkitecture's Proposal for Design of Prentice and Kreher Parks Campground Expansions
 - Staff is also seeking the go-ahead to work with a qualified landscape architecture firm to plan and redesign Kreher Park and RV Campground and Prentice Park Campground to provide more camping opportunities. At Kreher Park, the firm would work to create an ADA-compliant bathhouse, update water and electricity at each site, and include measures to improve the water quality at Kreher Park Beach. This would be done with the hopes that the City Council is in favor of using American Recovery Program Act (ARPA) funds to give tourism opportunities a boost in the City of Ashland by updating the City's campgrounds. The estimated cost for this work is estimated at less than \$15,000 at Kreher Park and less than \$5,000 for Prentice Park. This item is being brought to the COW on 9/14/21 along with the idea to reconstruction the current boat launch.

From the COW agenda: Over the course of the past several years, City staff have been attempting to find enough funding to complete the community's vision to redevelop Kreher Park (the former Superfund site). The City has received \$625,000 toward this redevelopment, which we need a match of \$500,000, creating a total of \$1,125,000 for the project. This past summer (2021), the City asked an engineering and marine construction firm for updated estimates to construct the proposed boat launch at Kreher Park. These estimates came in at \$1,400,000 for the construction of just the boat landing. This cost does not include paving of the parking lot and thoroughfare, or the installation of bioswales or stormwater retention. These additional expenditures are estimated at \$800,000, bringing the total cost of complete redevelopment over \$2,200,000.

At this time, the staff is recommending that instead of building a new boat launch on the former Superfund site, efforts are to be shifted to seek funding to reconstruct the existing boat launch on Prentice Avenue to become ADA compliant and be able to launch large boats (>26' in length). An underwater dive inspection has been done on the current Kreher Park Boat Launch on Prentice Avenue and staff are awaiting the results and cost estimates for

reconstruction.

- Amman: it is really a shame that the parking would be so far from the boat launch.
- Ullman: does the team at Parkiture have a proposal?
- Hudson: they have a scope of work, which tells what they will do to create a proposal.
- Ullman: I want to advocate for tent sites at Kreher, so I want a chance to do that when they start creating a proposal.
- Amman: Is Prentice due for redevelopment?
- Hudson: yes, nothing has changed since it was built in the 90s. The power sources are outdated, insufficient, and unreliable. Camping has become a revenue source in last five years, so it makes economic sense to invest in it.
- Amman: Could city staff create their own plan based on internal knowledge of the park?
- Hudson: I think we could, but staff doesn't have time or ability to produce drawings. This company can also provide broader inspiration based on what is working in other communities.
- Amman: where are recovery funds going?
- Hudson: we have two years to use them, so they will go to this. Three-fourths to two-thirds will go to this (a tourism project) and the rest to infrastructure projects.
- Haas: we are using techniques to stretch out the money and make it go farther, not use it all in one project.
- Ullman: it seems like a good idea to utilize an architecture firm to envision how to better develop our lakefront. I support this effort.
- Amman: should we be using these funds for items on the Capital Improvements Projects list instead?
- Hudson: Due to the high cost, Kreher Park development, will only be possible with these funds. But, yes, we do have a long list of needed projects. This seems like high-priority on the list.
- Amman: I support investing in Kreher.
- Ullman: Motion to bring to common council discussion on working with a landscape architect to design Kreher and Prentice Park Campground Expansions
 - Second by Haas
 - Motion carries unanimously
- Discussion and possible action on the Ashland Oredock Redevelopment: Diamond Access Project scope.
 - To date, \$1,030,757.00 has been raised towards the Ashland Oredock Diamond Access Project. The Trust has allocated \$1.6M towards this project. Totalling ~\$2,630,757.00. Of this, ~\$700,000.00 has spent on the 151 Lookout, light towers, ladders, timbers and benches. Leaving ~\$1.9M to be

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spent on the Diamond Access project. The last cost estimate (bids) the City received for this project in May 2020 were \$2,159,815. The estimate included the 1 bridge, estimated to cost \$250,000. If awarded the RTP funding, an addition \$125,000 would be able to add to the project for railings. Making the total dollar amount available for the Diamond Access Project to just over \$2M. City staff is asking the Trust for approval on the idea that we only go as far out as we can on the diamond access project as we currently have funding for. So instead of going all the way out to the end, we maybe only make it to 1600'. This still gives people access to the diamonds for fishing and gets them closer to the end. Funding to get to the end can be found later. City staff would like to go out to bid on this project in early 2022 so it can be completed by 2023. This item has also been brought to the Trust.

- Amman: That seems reasonable
- Haas: Yes, disappointing but reasonable. We need to leave money in the trust fund.
- Amman: motion to go out to bid on diamond access without a bridge to make it to the end, or as close as possible
 - Second by Ullman
 - Motion carries unanimously

V. Next Meeting Date

Monday Oct. 18 5pm

Haas moves

Salmon-Tumas seconds

Motion passes unanimously

VI. Comments and Questions

VII. Adjourn

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

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PARKS & RECREATION COMMITTEE MEETING MINUTES

Wed, April 21, 2021 5:00 PM - 6:30 PM (CDT)

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

<https://global.gotomeeting.com/join/852566573>

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 852-566-573

I. Call to Order

a. Roll Call

In attendance: Mike Amman, Meghan Salmon-Tumas, Kevin Haas, Sarah Jackson, Kelly Westlund, Dave Ullman

Excused: Dawayne Lampson

Public: Alaina Kuhlman, Katie Zimmer, Chue Lee Chang, Anna Marhefke, Karadyn Kiviaho, Aja Gregg, Nicole Foster, Charmaine Swan, Jaclynn Findlay, Cameron Kadlubowski,

b. Agenda Modification

Haas motion to move presentations to start of meeting and to change minutes approval to March 24th minutes

Salmon-Tumas seconds

Agenda modification approved unanimously

c. Approval of Minutes

i. Approval of March 24 Minutes

Approval carries unanimously

II. Public Comment Period

III. Presentations:

- Presentation by Northwest Wisconsin Lung Health Alliance
 - o Charmaine Swan and Chue Lee Chang from the Northwest Wisconsin Lung Health Alliance, present about a Tobacco Usage in City of Ashland Parks survey that was done this winter.
 - o Chue is an intern working with the Alliance and a senior at Northland College. Charmaine is the Specialist | Public Policy & Advocacy for the NW Wisconsin Lung Health Alliance

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- Evaluated signage and found it faces parkgoers at bayview dock but not park/playground. Signs on bathrooms help. No signs at Hodgkins.
- Recommendation: double signs OR place signs at entrances where possible; Use larger signs; focus on most-used parks
- Interviewed park users were unaware of smoke-free policy and had observed smoking at parks.
- Recommendation: public awareness campaign through social media, newspaper, billboard
- Online survey found about half park users aware of smoke-free policy
- Survey found that purple park, which has the most signs, had more awareness of policy there
- Although most survey respondents were non-smokers, smoking respondents were largely neutral or supportive of the policy
- Presentation by Northland College Sustainable Community Development – East End Park Community Visioning Program Result.
 - Nicole Foster, professor of Sustainable Community Development at Northland College, and her Community Sustainability Students present the results of the East End Park Community Visioning Session that was held at the East End Skating Rink on April 10 from 10am-Noon. Approximately 30 people showed up for the event.
 - Students discussed east end with community leaders and organized an engagement event
 - Found that East End residents feel left out of development, that parks have not been improved as needed
 - East End park is seen as neglected and needed
 - Survey found that most residents do not use EE Park. Those who do visit it frequently were long-term residents
 - Ice skating was most common reason to visit EE Park
 - Residents want in EE Park:
 - Infrastructure: (1) playground and (2) seating/tables/shelters
 - Tennis court removal was favored, with a tie following between maintaining them and splitting them into a hybrid use
 - Better biking and walking infrastructure wanted
 - Maintenance: ice rink must be better drained for 4-season use
 - Residents want basketball at the EE Park!
 - More community events at the EE Park are wanted
 - Improved landscaping should include flower or native garden and open green space (eg. drained ice rink)
 - Park needs a name and a sign and art
 - Ullman asks how we might have a drained area in summer that provides an ice rink in the winter

- Hudson responds that lime could be added or it could be made into a rain garden in summer
- Foster adds that residents would choose the rink over the drainage if needed to choose

IV. Information Items

- Parks Projects Updates
 - Campgrounds, Bathrooms and Pavilions will be opening at or around May 15, 2021, as long as the weather cooperates.
 - Smelting has gone well; people were unhappy about Bayview pier closing
 - Ullman asks if city is considering any awareness-raising around PFAS/PFOS advisory
 - Hudson agrees that some education is needed and should plan it for next year
- Recreation Updates
 - **Earth Day Celebration** – City Staff are hosting an Arbor Day Celebration and Earth Day Clean Up on April 24, 2021 at the H. Pearson Plaza Park. Two apples trees will be planted for the Arbor Day Ceremony. All city departments chipped on money to purchase 70 t-shirts to hand out to volunteers.
 - **Babe Ruth** – APR was approached to take over registrations and organization of Ashland Babe Ruth this year.
 - **Summer Program Planning** - APR Staff have been getting lots of phone calls about summer programs. The department hopes to have our offering finalized and open registrations by Mid-May. Will offer Rec&Read in partnership with library, using new bookmobile bike.
 - **HVAC Installation** – the new HVAC installation is 98% complete at the BCC
 - **MOU** – APR staff is working on updating the MOU with the Ashland School District and Ashland Little League for use of City amenities/facilities.
- Urban Forestry
 - The City Received 2 tree quotes. Both quotes came in over budget. APR Director is looking into purchase fewer trees from 150 trees to 100 trees.

V. Business Items:

- Approval to Apply for a DNR Recreational Trails Grant for the Ashland Rails to Trails System Improvements: Waterfront Trail Stabilization
 - The Parks and Recreation Department is seeking approval to apply for a WDNR Recreation Trails Program (RTP) Grant for improvements to the Ashland Rails to Trails System (ARTS). This grant would be used stabilize the sloughing bank

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near the intersection of the Waterfront Trail and Sanborn Avenue. Please see attached map and photos. The damage to shoreline was noticed last fall and spring thaw has caused additional sloughing. It is estimated that this section of shoreline will need approximately 35 dump truck loads of extra heavy rip rap at \$750.00/load to stabilize the shoreline and rental of a long arm excavator to perform the work, estimated to cost \$15,000. The budget also includes repaving of 450' of trail. This section of the trail is not being reconstructed in 2021 as part of the WisDOT TAP grant. If awarded this would be a 2022 project based on project work load and match funding. It is estimated the project would cost a ~ \$62,000. The City would be asking to fund \$ 31,000.00 Fund 453 Waterfront Development 2022 CIP and \$ 31,000.00 DNR RTP Grant.

- Motion to apply from Ullman, second from Salmon-Tumas
- Motion carries unanimously
- Approval to Apply for a WDNR Land and Water Conservation Grant for the Ashland Oredock Redevelopment: Pedestrian Access
 - City Staff is seeking approval to apply for a Wisconsin Department of Natural Resources Land and Water Conservation Fund (LWCP) Program for the Ashland Oredock Redevelopment: Diamond Access and Pedestrian Access. DNR Grant Specialists suggested the City of Ashland to apply for LWCF to try and fulfill that gap. Please see attached sheet. Staff estimates the reconstruction of the Ashland Rails to Trails System (ARTS) from Willis Avenue North to 9th Avenue East past the Ashland Oredock to be ~\$50,000.
 - Motion by Jackson to apply, second from Amman
 - Motion carries with 1 abstention, 5 in approval

VI. Next Meeting Date

May. 19th 5pm

VII. Comments and Questions

VIII. Adjourn

Move to adjourn by Westlund, second by Ullman, motion carries unanimously.

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate

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based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.



City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held
on **Tuesday, October 19, 2021 at 6:30 p.m.** via
GoToMeetings.

Committee Members Present: Mayor Lewis, Laurie Gregor, David Mettille, Eric Lindell, Ana Tochtermann, Katie Gellatly

Committee Members Absent: John Beirl

Staff Present: Megan McBride

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

Agenda

1) Call to Order and Roll Call

2) Approval of Agenda

Mayor Lewis informed the Plan Commission that for item 5a, the required legal public hearing notice was issued, but direct mailings regarding the public hearing were not sent to surrounding property owners due to a staff error. The Mayor asked the Plan Commission if they would like to proceed with their discussion since all legal meeting notice requirements were met, or if they would like to table it to the next meeting to allow time for discretionary mailings to be sent.

Motion to approve the agenda with item 5a removed by Eric Lindell. Seconded by David Mettille. Passed unanimously.

2) Consent Agenda

a) Approval of minutes from the September 21, 2021 Plan Commission meeting

Eric Lindell pointed out that he did not move to adjourn at the September 21, 2021 meeting. Megan McBride said that she listened to the audio again, and the minutes should be corrected to reflect that David Mettille moved to adjourn the September 21st meeting, not Eric Lindell.

Motion by David Mettille to approve minutes from the September 21, 2021 Plan Commission meeting with correction. Seconded by Laurie Gregor. Passed unanimously.



3) Public Comment (non-agenda items)

None.

4) Action Items

a) Public Hearing and Vote on a request to rezone parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1). Applicant: Lawrence Pufall

Tabled until next meeting.

5) Announcements/Reports/Comments/Questions

a) Updates on Timeless Timber redevelopment projects

Megan McBride updated the committee that the commercial development project is just waiting on an updated financing letter to reflect the increased project cost for submission to Wisconsin Economic Development Corporation (WEDC). This will be the last piece of documentation needed for the City's Idle Sites grant application to support this development project, and the overall property shall be subdivided after this Grant Agreement is received from WEDC and approved by Ashland City Council. State plan approval has already been obtained for the commercial project, as well as preliminary approval of their stormwater management plans and permitted by the WI Department of Natural Resources. For the residential development project, they are finalizing their civil engineering plans and will be submitted for state plan approval early this winter. Contingent upon state approval and successful negotiation of a Development Agreement, the residential developer also intends to begin construction in spring of 2022.

6) Adjournment

Motion to adjourn by Eric Lindell. Seconded by Mayor Lewis. Passed unanimously.

Meeting was adjourned at 6:41 pm. Minutes done by Megan McBride.



City of Ashland, Wisconsin

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

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on
Tuesday, September 21, 2021 at 6:30 p.m. via
GoToMeeting.

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

Committee Members Absent:

Staff Present: Megan McBride

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

Agenda

1) Approval of Agenda

Motion to approve the agenda with item 5b tabled for a future meeting by Eric Lindell. Seconded by John Beirl. Passed unanimously.

2) Consent Agenda

a) Approval of minutes from the August 17th, 2021 Plan Commission meeting

Motion to approve minutes from the August 17th, 2021 Plan Commission meeting by Eric Lindell. Seconded by David Mettille. Passed unanimously.

3) Public Comment (non-agenda items)

None.

4) Action Items

- a. Public Hearing and vote on a request for a Conditional Use Permit (CUP) to operate an emergency residential facility at 2300 Lake Shore Drive W, parcel #201-04745-0000, zoned Regional Commercial (RC), Waterfront-Overlay (W-O), Gateway-Overlay (GTWY-O), and Wetland-Overlay (WET-O). Applicant: Northwest Wisconsin Community Services Agency (NWCSA)

Motion to go into public hearing by Eric Lindell. Seconded by David Mettille. Passed unanimously.

Megan McBride explained the Class 2 public hearing notice which was issued, and that public hearing notices were sent to all property owners within 200 feet of the proposed development. Additionally, flyers were made to inform neighbors about both the Plan Commission public hearing and hybrid public hearing which will be held by the City Council at their September 28, 2021 meeting, and these flyers were distributed door to door for all surrounding properties as well. She then went through the review criteria for the item outlined in the staff report, and associated recommendation for approval with conditions.

City Attorney Max Lindsey provided an overview of Conditional Use Permit (CUP) legislation in Wisconsin, which was changed in 2017 and greatly limited the discretion of communities in deciding whether or not to grant CUP's. He explained that all conditions must be reasonable, and to the maximum extent feasible shall be measurable and based in fact. The role of the municipality is then to evaluate conditions which can address compatibility and neighbor concerns, and if the applicant is willing to meet all conditions then the CUP must be granted.

John Beirl asked if the Plan Commission and City Council can legally deny the CUP request, and if so what the appeal process would be.

Max Lindsey said that the applicant would need to appeal the decision in circuit court within 30 days of denial, and demonstrate that the basis for denial does not meet City and state standards and/or that conditions imposed do not meet the criteria set in state statute. Max Lindsey also explained that if Plan Commission and City Council does not feel this is an appropriate use in the specified zoning district, then changes to the City ordinances would need to be made to reflect this. He also explained that there is not substantial evidence to demonstrate that the project would devalue surrounding homes, confirmed by City assessor Walt Hughes prior to the meeting. Therefore, this alone would likely not be sufficient grounds for denial of the CUP. Additionally, he explained that he has spoken with Bay Area Rural Transit (BART), who explained that the property at 2300 Lake Shore Dr W is not a designated stop but is considered an on-call stop. Therefore, they could provide transportation for individuals to and from the shelter with sufficient notice ahead of time.

Kevin Seefeldt (507 Beaser Avenue) expressed that he is supportive of having a homeless shelter in Ashland, as this is an urgent need for the community. He said that he does not feel the site identified is a sustainable or appropriate option, with concerns about the mix of individuals and families who will occupy the shelter and the feasibility of on-site staff being able to adequately manage the number of rooms available. He also expressed concerns regarding the eligibility criteria which will exclude certain populations, who will continue to be homeless and will not have access to services.

JoAnn Erickson (3300 City Heights Rd) expressed that it is a shame that the public was not more informed and involved in the process when the initial grant application was submitted for the project, and that it has been an unfair process for the community to provide input. She stated that the community has not had time to process this proposal, and that it is particularly unfair to the owners of El Dorado's and other surrounding property values which will be devalued. She asked what the enforcement mechanisms are for failure to comply with requirements, and stated that it would be difficult to enforce long-term. She also stated that it is located in a primary commercial corridor into the City, and this use has the potential to create an eyesore at one of the city's gateways.

Kevin Kegel (221 Prentice Heights Rd) expressed agreement with the previous comments made, and stated that the property is prime for development which will add to the community's tax base. He said that the building is in bad shape with mold being a major issue, and is also an eyesore in this area of the community. He does not feel this proposed use is sustainable, and that the city should focus on making the lakefront appealing to residents and visitors. He acknowledge that we have a local issue with homelessness, and that a shelter should be located closer to services that residents will need to access. He expressed concerns for how the property will be monitored for people coming and going, and that he feels this is the worst possible use for this particular property.

Anthony Jennings (owner of 315 Turner Rd) said that he has heard many comments in opposition to the project, but has not heard any good alternative proposed for a better location. He said that neighbors will likely be opposed no matter where a shelter would be located, and that he worked with the Homelessness Task force to evaluate alternative locations. He emphasized that the Ashland Motel is already being heavily utilized through local voucher programs, which does not offer any monitoring of the site. He acknowledged the concern about certain populations being ineligible to stay at the facility, but noted that this may be a positive if families are going to be staying there to ensure sex offenders and people with a record of violence in the past 5 years will not be sheltered in the same location. He said that perhaps a separate facility will need to be looked at to house individuals who do not qualify for this shelter, but that the current proposed sheltered is also not meant to be the single solution to homelessness in Ashland. He said that the grant application process was short because funds became available related to COVID, and that it would not have made sense to engage neighbors about a specific property without knowing if funds would be available for acquisition. He encouraged anyone who is worried about how the site will look to offer to volunteer, as he and his staff plan to. He also noted that while this lot may be prime for a hotel development, there are plenty of other properties along the highway that would also be good for this use and they cannot all be reserved until a private developer comes forward with desire to redevelop them.

Brett Beeksma (601 Prentice Heights Rd) expressed concerns as a nearby property owner for safety, and asked what other hotels have been utilized for vouchers and if any

issues have been experienced at these locations. He also asked what neighbors are supposed to do if issues do arise. He said that the condition to have a contact number be provided to properties within 200ft is insufficient.

Millie Rounsville clarified that a direct contact number can be provided to anyone who wants it, not just property owners within 200 feet. They would like to maintain clear lines of communication, so they can quickly respond to neighborhood questions and concerns. She provided additional background about the project, and clarified that NWCSA does not currently own the property so concerns about current management or operations would not be associated with oversight by their organization. There are approximately 20 rooms in the single-story hotel building, with the office space located in the center of U-shaped building. They would utilize all of the existing rooms, though they may lose one to two rooms when they improve 10% of the bedrooms to be ADA compliant. She explained that individuals staying at the site are checked in and out each time they leave the facility, and that their belongings are searched each time they check into the facility to ensure weapons, drugs and other prohibited items are not brought in. Residents are also not allowed to have any guests on the property who are not enrolled in the facility. All residents must work with a cases manager, and outside service agencies will come to the shelter to connect directly with residents as well. She said that they typically do a 30 day shelter, but if a resident is waiting to get into alternative stable housing then they are allowed to stay beyond the typical 30 days.

Alex Honstad (204 Prentice Heights Rd) said that she moved in after the period of time when the City allowed homeless individuals to camp in Prentice Park, and has heard about many issues from her neighbors of people knocking on doors to ask for money and food. She asked what measures will be put in place to prevent this from happening, and make neighbors feel safe.

Millie Rounsville explained that she has not had issues with any of her vouchers participants going door to door, and that panhandling anywhere in the community violates their rules for participants.

Katie Gellatly, owner of the Blue Wave Inn, Sandbar, and Solstice Outdoors located in the Northland College-owned building directly across the street from the proposed emergency residential facilities, shared her experiences with the property over the past two years. Since her building is open for guests 24 hours, they have experienced issues of people sleeping in her vestibule, harassing her staff when they come in to open the business in the morning, and there have been issues of needles along the waterfront in this and other areas. She said that it is challenging to think about this facility converting to an emergency residential facility long-term.

Joel Langholz (1114 6th Ave W) said that he has experience working with homeless folks through a volunteer capacity, and also when he was a business owner of Salmagundi on West Main Street. When his business was located directly next to Menard Park, they did

have issues of homeless people sleeping in the park, so he sympathizes with the concerns of business owners. He acknowledged that there will be challenges and issues associated with the property, but that he is confident that Millie Rounselle knows what she is doing and how to manage the property appropriately. He agreed with previous comments that volunteers will be important to the success of this project, and that perhaps there will be opportunities for the El Dorado's building to convert to a positive associated use in the future. He overall expressed support for the project, and said that while it will not be the end all solution to homelessness in our area it will be an improvement for oversight of the property and as a single point of intervention to connect residents with local resources.

Kaas Baichtal, who served on the homelessness task force as a landlord representative, commented that the perception of short notice to the community is subjective. She explained that the task force has been working on this project for approximately a year, and that these meetings were all open to the public and publicly noticed. She said that the grant process went remarkably quickly, only because the funds available were left over COVID money which the state approached the City to encourage them to apply for. The committee considered multiple locations, and decided to partner with NWCSA because of their experience and demonstrated ability to effectively run shelters in Superior.

Gina Beeksma (601 Prentice Heights Rd) expressed that her biggest concern is related to people who are denied access to the shelter because they do not meet eligible criteria. She is worried that people will be loitering and will make their way to neighboring residential properties.

Megan McBride shared the following comments received prior to the meeting:

Larry Cicero provided the following comments prior to the meeting: "This location is bad because it has individual exits or entrances which is not secure or feasible to be monitored by one on-site staff person. This location is also a gateway to the community, and this proposed use does not reflect the comp plan's recommendations for the waterfront. This location is also across from the Sandbar and a very nice beach used by children. Having this location be a shelter will also make devalue El Dorado's building, making it worthless. This will also take the land off the tax roll, remove room tax dollars, and further limit the already tight market for hotel rooms during peak tourism season."

Clair Helsper at 109 Prentice Heights Road provided the following comments prior to the meeting: "I am opposed to the project, we have small children on that block as well as several widows who live alone, so this is not a good place for a homeless shelter. This location is also a gateway to the city and a homeless shelter there is not a good representation of the city or the best use of this piece of property."

Meegan Gosseline at 223 Prentice Heights Road provided the following comments prior to the meeting: "Regarding the proposed emergency residential facility I am adamantly

opposed! I chose to invest in Ashland for my home and retirement, safety was my utmost concern. This facility is only trees away from my home! Reconsider please.

Clarence and Kathy Osmak provided the following comments prior to the meeting: "In regard to the Northwest Wisconsin Community Services Agency application for a conditional use permit to institute an emergency residential facility at 2300 Lake Shore Dr. W, I request that you vote NO on this application. Why is the meeting on September 21st only available for the public on GoTo Meeting? Why has this meeting been so secretive? What are you afraid of? The meeting on September 16th was open to the public to attend in person and this Plan Commission meeting is not. Here are some reasons why I am opposed to this project. First the location is right on a US Highway with a Lake Superior view. A homeless shelter is not the first thing that tourists want to see when they come into Ashland. Businesses will lose because tourists will just go through town and to another city to shop and eat. The beach will not be safe for our children.

Second, as a senior citizen who has recently moved into the Ashland area I worry about security. There is no way that any person can be controlled 24/7. We moved here for the security and do not want to have to worry about anyone coming onto our property. Also, our taxes have been raise with the last evaluation and with a homeless shelter a half mile away our property value will go down, even with rising taxes. The City will also be losing their tax base with this location.

Third, the motel is in bad condition and should be destroyed due to mold and other hazards. This facility will only attract more issues to our area. Vote no, we are absolutely against this facility being added.

Randy and Sue Spangle provided the following comments prior to the meeting: "We are Randy and Sue Spangle, we are lifetime residents of Ashland and are opposed to the current proposed location for the homeless shelter at the Ashland Motel site. We are not opposed to the need for a homeless shelter.

We feel that the proposed location is not a good option due to the stretch of highway that welcomes people to Ashland and seeing a homeless shelter will affect tourism and the other businesses on that stretch of highway. We feel with the beautiful views of lake superior that site should be developed commercially. It is also not congruent of our cities goals for tourism to make us a destination city to visit and not have people just drive through it.

Substance Abuse concerns are a key factor with homelessness. I know first hand the impact of alcoholism and substance abuse as I was the Director of the Ashland Area Council on AODA for 38 years, from 2014-2017 I also was the Substance Clinical Supervisor for North Lakes Clinic. At the time of my retirement I was the most senior substance abuse counselor and clinical Supervisor in the State of Wisconsin. According to the National Institute of Drug Abuse (NIDA) 30- 40 percent of the homeless are alcohol or drug dependent.

At the informational meeting held at the Vaughn library stories of Drug paraphernalia and needles of IV drug users have been a documented problem with the businesses along that stretch.

It is also my understanding that the Ashland Motel proposed homeless shelter cost is using all of the \$700,000 in COVID funds to purchase a building with very little \$ for services. As an addiction professional if you don't treat the addiction of the 40% or more who will be using the shelter no long term results will occur. I urge the committee to NOT grant the conditional release permit and continue to look for a better location options.

Terri Zivic of Bayfield County provided the following comments prior to the meeting: "I am a resident of Bayfield County and I attended the public information session on 9/16/21. Over the past winter I volunteered with the not for profit organization Ashland Homeless Help to provide resources to keep clients sheltered and out of living in their cars. I was aware that there was a task force looking at this for the city but I had no idea that it was comprised of such a large and diverse group of professionals and individuals from various backgrounds all working together to come up with a solution. It appears to me that task force recommendations meet all of its stated goals.

I listened to the questions and comments from individuals and specifically business owners and homeowners concerns. I can certainly understand those viewpoints. This is a complicated issue and it affects many. I do believe though that the benefits of having this property managed by a human services organization that can provide supervision and structure for residents a vast improvement over the current situation. I see the benefit of using the grant money when it is available.

This will only be a first step but I believe it is important to use the resources that the city has available in this case to move forward with this recommendation for the approval of a conditional use permit. I am hopeful that with the continued support of the task force and the community many of the concerns about the project's location can be more fully responded to in time."

Stan Schrock provided the following comments prior to the meeting: Happy Tuesday! I'd like to share some comments and pose a couple questions for the Planning Commission and City Council regarding the proposed emergency homeless shelter.

First, what a great service that I think will help a lot of people and families who truly need and deserve it. Well done on finally making this a reality! I volunteered and worked at a shelter for roughly two years; I've seen how important a shelter like this can be for many folks. I agree that the current voucher program is unsustainable and does very little to spark true change. The shelter model and stipulations all make sense to me:

Participants must be enrolled in a program; no drugs, weapons, sex offenders etc are eligible; 24-hour staff on site. 1. How will these stipulations be enforced to ensure participants and staff remain in a safe environment, and ensure that there are no drugs, weapons etc brought into the shelter? 2. It is inevitable that individuals or groups will go to the shelter thinking/hoping to be accepted on a drop-in basis. What happens when those folks are turned away? Is there a plan for providing information to those folks on where they can go after they're turned away? A service or transportation to get them to a

new location? Is there a plan or at least increased awareness from Ashland PD for the surrounding residential neighborhoods? Those who are turned away due to drug or weapon possession / sex offender status will likely make their way to the nearest homes, garages, and businesses... Thanks for your time and for working to help those in need!

An anonymous resident provided the following comments prior to the meeting: I am a tax payer who does not want my taxes going towards housing homeless people staying in the hotel. I feel if you do this it will encourage more homeless to come to our area. Also, as people drive through Ashland it has the potential to be an eyesore to our community. Please do not let this happen in Ashland.

Melissa Martinez, Director of the Washburn Chamber, expressed opposition to the proposed use in this location for several reasons. She is opposed to it because it would take room tax away from the Ashland Area Chamber of Commerce, and is not an appropriate location for this use. She expressed concerns that the property is not located near critical services for the individuals who will be served, and she would rather see more funds be spent on a location that will meet the needs of residents and ensure accessibility to services. She said that if we care about addressing homelessness in our area, we also need to care that they can access services to help address underlying causes of homelessness as well.

Ana Tochterman shared comments from Pat Ondarko, who contacted her to express support for the project because it is a need for the community.

Millie Rounsville addressed concerns around people wandering off the property, and said that this is not an issue they experience with their current shelter in Superior which is located directly within a residential neighborhood. She also said that there will be cameras on the front and back of the building, and always a minimum of 2 staff people at all times to ensure that the cameras can be constantly monitored for people coming and going from the property. She said that this facility is just intended to be one tool in the toolbox, and that they will partner closely with the warming shelter in Bad River which does not have the same eligibility criteria so they can refer people in the winter time who do not qualify to stay at the emergency shelter. She said that they are happy to give tours of the facility to anyone interested, and they want to continue to receive input to ensure the facility can best serve the community and be compatible with surrounding uses.

Kevin Kegel (221 Prentice Heights Rd) asked for clarification regarding the process for checking in and out. He asked if residents are confined to their rooms, and need to be let out by shelter staff in order to leave. He also asked if people's belongings are checked each time they reenter the facility, or only during their initial check in.

Millie Rounsville explained that people are able to leave their rooms, but will not have keys to get back into their rooms without a shelter staff person. Each time somebody

leaves the facility they will need to check back in, and they will have their belongings searched. She said they will also always have 2 people on site for safety, and so that if one person is checking residents in the other person will still be able to monitor the office and cameras. They may have additional volunteers on site, but will always minimally have 2 staff people.

JoAnn Erickson asked how long vouchers are currently good for.

Millie Rounsville explained that vouchers are typically between 3 days and one week, but can be extended if somebody is waiting to get into another form of housing.

JoAnn Erickson asked how many people are served at one time in their shelter in Superior, and how can we ensure that the facility will really serve people from our area and not people coming in from other communities once the shelter is established.

Millie Rounsville said that their current shelter is only for men, and serves 20 men at a given time. She said that based on demographic data of residents, only 5 people between all of the counties that NWSCA serves were documented as people who came from outside of the area in which they are being served.

Kevin Seefeldt shared that he has been contacted by several property owners, including Lakeshore Sales and Service who is opposed to the project. The owner of the Crest Motel also expressed opposition because the property is located within the commercial gateway. The owner of Hometown Auto also expressed opposition because of the loss of tax base to the community.

Kaas Baichtal commented on the concerns related to mold, and pointed out that mold remediation and future prevention could be included within the overall renovation of the building.

Millie Rounsville explained that they did have the building inspected by a certified Building Inspector, and the primary issues identified were the wiring and that there is no vapor barrier or insulation on the bottom of the building leading to heat loss. She said that they were only able to inspect about 50% of the rooms at that time, and that any mold identified was in a bathroom which only utilized a window for ventilation. The installation of proper ventilation should also help address mold concerns.

Anthony Jennings pointed out that any building that is used for a homeless shelter will inevitably remove it from the tax roll, so this would not be an issue unique to this location. He said that if there are issues with the site, he will be the first to help address them. He encouraged others to volunteer to help be a positive part of the solution.

Ana Tochtermann shared comments received from Kim Brye, who expressed concerns about the loss in tax revenue. She asked if the current property owner has tried to sell

the property for a private commercial use, and asked who will be responsible for costs in fixing the parking lot.

Millie Rounsville said that the current owner has only owned in since January so she could not say if he has made any other attempts to market to sell it. She said that they do have funds available for fixing up both the building and parking area, so NWCSA will be responsible for those costs.

Herb Mauritz said that the property is currently a rundown motel, and is an eyesore. The new use will fix the building up, beautify the property, and will look better than what we have now. He currently lives next to the Bayview Motel which also serves homeless individuals on a regular basis, and he has experienced no issues related to this.

Katie Gellatly asked if there will be no signage for the shelter, how it will be distinguished from other nearby motels. She also asked how it will appear on Google Maps.

Millie Rounsville said that the signage will simply say NWCSA rather than identifying the property specifically as a shelter.

Ana Tochtermann agreed that the issue of Google Maps and how the site will be identified is important, and asked if a condition could be created around this. She also asked if an annual report could be provided by NWCSA to ensure ongoing transparency in addressing neighbor concerns.

Laurie Gregor asked if the current roles and procedures are governed by state regulations, or by the NWCSA board. She also asked how flexible these regulations are to changing in the future.

Millie Rounsville explained that some standards are based on their funding sources, including the inspection requirements for the building, and that they must have insurance for the building. The requirements for background checks come from their insurance company. She said that they do ongoing reporting for the City of Superior related to shelter operations, and that they would also do a community notification if any regulations would substantively change in the future.

Eric Lindell asked about the staff to client ratio at the facility, which Millie explained would always have a minimum of 2 staff people on site.

Eric Lindell asked what the consequences for people who break the rules for the shelter would be. He also asked what will be done to ensure that the facility does not become a drop-in site, and that people do not show up to the facility with the misconception that it is.

Millie Rounsville explained that they have a 3 strike policy for people who break facility rules, unless the offense is severe enough to warrant immediate removal. She said that there will be no signage up for the shelter, so this should limit the number of people who drop-in without proper screening first. They will provide information on other area resources for people who do not qualify to stay at the shelter to connect them other other local providers.

Eric Lindell asked if wrap around services will be offered, and how will the issue of public transportation be addressed.

Millie Rounsville explained that residents will have access to a computer, internet and phone. They will have services on site, and will partner with other area providers to increase over time. They have reached out to BART and would like to have a bus stop, but none of their current facilities are located along a bus route and they have utilized the Ashland Motel building for their voucher program to date without issue. Many services are still within walking distance, so they have not seen this as a strong need at other shelters they manage.

Motion to go out of public hearing by John Beirl, seconded by Eric Lindell. Passed unanimously.

Motion to approve the request with recommended conditions by David Mettelle, seconded by Eric Lindell.

John Beirl said that he agrees there is a need for a shelter in our community, but does not feel this is an appropriate location. He expressed frustration with the process, the staff report's review and recommendations for conditions, and the role of the Plan Commission in reviewing CUP's if they do not have discretion to make decisions based on the best use of the land. He said that he does not feel this is an appropriate location, or that the use is compatible with Comprehensive Plan goals for the area. He feels the conditions for landscaping are inadequate and do not offer neighbor protections, and does not feel this location is conducive to being a secure homeless shelter. He said that the building is being sold for \$700,000, so clearly there is value in the property and it could be utilized for a more compatible development. He also expressed concerns for safety, as families will be staying at the motel as well and children will have to cross U.S. Highway 2 to access the beach and waterfront.

Katie Gellatly agreed that she does not feel that landscaping is a sufficient neighborhood protection. As a business owner, she stated that she could move her businesses out of the facility she currently rents, as could other surrounding businesses, creating broader negative impacts on surrounding tax values. She thinks the sale of the property represents a great opportunity to improve this corridor, and feels the proposed use is not the best use of this site.

Laurie Gregor said that she supports the need for a shelter, and appreciates all of the work that has gone into this proposal. She also expressed concerns about the regulations for the facility, which she currently supports but could be changed in the future if there should be turnover in the NWCSA board and leadership. She also acknowledged that the Plan Commission's vote is

ultimately a recommendation to City Council, and she feels a “no” vote also gives voice to the community input received.

Ana Tochtermann said she feels the proposed project is a pretty quick solution to a long-standing community problem, using limited resources to accomplish it. She appreciated the community input, and pointed out that many of the fears and concerns stem from some assumptions about who will be served by the facility and who homeless people are in our community. She pointed out that an important population that has not been represented at the public hearing is people who are currently or have recently been homeless.

David Mettillie agreed that the voices of people experiencing homelessness have not been heard, and this is partly because of the reason that homeless people have been spoken about during this meeting. He said it is a core value in Ashland to care about each other, and everyone agrees that we need a shelter somewhere if approved. He also said that while this is located in the gateway, and that many people have probably drove past a shelter facility in the past and didn't know it because they blend into the surrounding area.

Eric Lindell provided the following comments: “I want to begin by saying, for the record, I have received several (or many) emails from concerned members of the public regarding the proposed homeless shelter project. I also want it to be known that I did attend the hearing on September 16th.

Before that meeting, under the freedom of information, I requested all the records pertaining to the task force that was created to address the homeless issue here in Ashland. The following statement, while lengthy, is made in part from public comments and from those records. I should also note that I have advocated for several years now for the city to open a warming shelter to help those in need during the winter months. To be clear, I believe that our city needs this project. That is not the question. The question is whether this proposal is right for our city. I am deeply troubled tonight by the request from NWCSA. Again, not because Ashland does not need an emergency shelter, but with how this process has played out. If we can for a moment, let's rollback the clock to February of this year. At that time the committee started with a very long list of potential building opportunities. The Ashland Motel was **NOT** among them. In fact, there is no mention of the Ashland Motel until June, and again in August after the notice of the grant money was being awarded to the city.

In the mayor's original request for CDBGCV on 4-23-21 stated that the structure would assist 15 clients at any given time. And today we are looking at a 34, unit building. I'm not so much concerned with the size of the project expanding, but the fact that there is a lack of explanation within the task forces minutes. There is no record of what changed in their thinking.

This is demonstrated again when the subject of renovation is brought up. On April 19th the Mayor & Millie discussed the options of new construction or renovation of the current building in an email. On May 24th the Mayor received an email from Arnie Mackey Construction. They had reached out and offered to work with the city/NWCSA on the project. A day later, the mayor replied and said she would forward the offer on. There is no record of this being forwarded or further pursued.

I bring these issues up to show that there were other options. I am concerned that there is no record as to why these were taken off the table. What was the reasoning behind the sudden shifts? We need to strive to help as many people as possible. However, we need to be realistic in our planning, otherwise there could be negative effects and outcomes. With that being said, let's look at the proposed location. The first thing that myself and others have noticed is that it is not anywhere near the resources and services that those in need will most likely need to utilize.

This includes the BRICK, Northlakes, etc. Additionally, transportation is another issue that comes up when discussing this location. It is not a current BART stop, and it is unknown at this time if BART will arrange to have it become one.

There are still many questions that have been left unanswered. For example, what happens to people who arrive only to find themselves unable to utilize the shelter because it is at capacity? I believe the current plan allows occupants to stay up to six months. We all know that housing/apartment access is very limited at this time here in Ashland and I highly doubt this will change until the construction of the new housing development moves forward. What is the plan to find the occupants permanent housing? Additionally, what is the plan for those who are unable to access the shelter due to being on the sex offender registry, or due to their criminal records? They may not be able to access the shelter but might not know this upon arriving. The understanding is that this facility will not be a drop off spot. However, these things will happen, and the public has a right to know what the plan is or might be.

Finally, how do we know who we are serving and if they are from our area? It is not enough to turn the question around and ask, why would someone come here with no shelter available to them? There are services that we have that other communities do not. Take Duluth for example, it has a variety of shelters and for a number of reasons has seen a growing homeless population. I find it difficult to believe that anyone has accurate data for where they all are coming from. The public is concerned that "if you build it, they will come." How do we plan to deal with this, if in fact they do start to come from other places? This is an understandable concern, and no amount of data is going to calm the fear the community has.

Now, any these issues, concerns and examples, on their own, would not be a reason to say no to this project. However, when you put them all together and include the lack of public buy-in, we need to stop and take a serious look at what we are doing. The task force understood and discussed the need for public support from the very start. Unfortunately, we saw no public inclusion until August when ONE public education forum was held at the suggestion of the head librarian at the Vaughn Library! This is far too little too late.

We now have a situation. The concerns over being out bid, lead to some secrecy in the location of the emergency shelter. This has led the public, and I feel some members of this committee, to left out of the discussion. The first warning sign should have been when the mayor received an email from the Chamber of Commerce suggesting that the objections to the location of the property being used would be problematic.

If we put all that aside, which we should not, are we ready to move forward? The mayor stated that this project would be on the agenda at the next council meeting on the 28th. How is that even possible? Not all CPUs have been issued. The NWCSA has not agreed to anything yet either, or members of this committee may wish to add more to the agreement before it is finalized.

The public announcement that this will be on the next council meeting agenda also assumes that we may not wish to slow down the approval process, which this committee has every right to do on any project. Customary delays to this process should have been anticipated. Has the time needed for the city's attorney to review all the CPUs been considered? Had we had more than a meeting on this issue we may have at least had the opportunity to iron some of these things out. I understand the owner of the hotel has also put forth a deadline for negotiations.

That is a business problem and should not be the primary concern of this committee. The primary concern of this committee is to ensure that this project does in fact meet the city's needs and is placed in area where it will do better than harm. The possibility that this location will negatively impacts-surrounding businesses is a cause for concern. Not to mention that it takes a

very key piece of property off the tax rolls in a time when we need to be maintaining our current revenue and finding new sources to meet the growing budgetary demands.

Nobody is saying this project is not needed in our community. I want to be sure to emphasize that point. What this all boils down to is, is this the right property for this project? I would argue it is not. This has nothing to do with anything other than what is best for the people this shelter will be working with, and what is best for our community.

If this is going to happen it should be put in a centrally located place, close to the services needed to help these individuals move forward. No matter where this ends up being located people would still object, but the selling points for being centrally located are greater than the current proposed location.

In conclusion, I am asking the task force to go back to the drawing board and get this right. Our failure to do so will have negative consequences for our city. I understand this will mean more paperwork and time. I also understand the desire to open this shelter before the winter months hit, but again it seems to me that other options did not receive fair consideration. Even if this was a good fit for the project city staff and this committee should have been given more time to review this proposal and to solicit public buy-in. Even though this is difficult to accept, it is the hard truth. I do not see how we can be asked to move this project forward when it appears that this location is not in the city's best long-term interest.

Millie Rounsville went over the other locations which were considered, which included:

- 1) The Chequamegon Clinic (415 Ellis Avenue) which would have cost \$3 million for acquisition alone, and therefore was outside of their feasible price range;
- 2) Private homes were considered which NWCSA already owns or could acquire, which were too small and offered inadequate parking; and
- 3) The buildings for sale by Arnie Mackey Construction (407 Lake Shore Dr E), which was too small and presented significant costs to renovate for residential use.

Millie Rounsville explained that if the proposed CUP is not approved, then they would not have funds for acquisition of a different facility. She expressed frustrations about the way that people experiencing homelessness are talked about, as if they are second class citizens rather than future tax payers, property owners and neighbors. She explained prevention strategies that NWCSA is also doing to try to keep people in their homes, which is another large component of addressing homelessness locally.

Mayor Lewis expressed gratitude for the people who came to speak at the hearing, and also attended the public information session on the 16th at the Vaughn Library. She explained that the task force was formed to address the long-standing issue of homelessness, and that she receives numerous calls every winter wondering what the City is doing to ensure homeless people have a place to stay. She said that this is a community problem, and that the task force was meant to connect expertise and resources to determine the best solution at this time. She apologized if the process felt rushed, and said that there was no intent to hide anything. She pointed out that funding to support the level of vouchers needed this past year will not be available this coming winter since funds were largely tied to COVID relief, so the proposed shelter is the only realistic solution to help for the upcoming winter.

Motion by Mayor Lewis to add the following conditions as recommendations to City Council, seconded by Ana Tochtermann:

- 1) No signage shall be installed to identify the property as a shelter
- 2) Ensure online identification of the site in Google Maps generally identifies it as the community services agency, and does not specify that it is a shelter
- 3) The applicant shall hold an initial listening session to identify neighbor concerns and information that is of high importance to the community for ongoing communication. Based on this, the applicant shall provide annual reports including information regarding demographics of individuals and families served, reported incidents with law enforcement, and other information identified through the public listening session.
- 4) Policies regulating the facility shall not materially change without prior approval by the City, and notification to the community

Passed unanimously.

Motion to approve Conditional Use Permit with staff recommended conditions and Plan Commission added conditions by David Mettillie, seconded by Eric Lindell. Passed 4 to 3, Beirl, Gregor and Gellatly opposed.

5) Announcements/Reports/Comments/Questions

Mayor Lewis announced that an additional public hearing for this CUP will be held at the City Council meeting on September 28th, which will be a hybrid meeting that can be attended virtually or in person.

6) Adjournment

Motion to adjourn by David Mettillie. Seconded by Eric Lindell. Passed unanimously.

Meeting was adjourned at 9:55 pm. Minutes done by Megan McBride.

Historic Preservation Commission (HPC)

July 12, 2021

Meeting Minutes

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

Absent: Joan Haukaas and Allan Smiles

Called to Order: 5:00 P.M. Adjourned 5:35 P.M.

Location: GoToMeeting / Online Meeting

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

Minutes: A motion to approve the March 1, 2021 meeting minutes was made by Magge Ericson and seconded by Elizabeth Franek. **Motion carried.**

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

Old Business

Megan McBride gave us an update on the Main Street Program, along with several other ongoing projects.

It was **NOTED** that the property at 509 – 515 Main Street West was not listed locally as a historic property. But as this project moves forward, then it certainly should be added to the local listing.

Megan McBride gave us an update on the City of Ashland's downtown property sales/leases activity over the past few months. We discussed the former Union National Bank building and the repointing and painting of the Ashland Bottle Works building. (Is this building designated locally?)

The Fifield Avenue grant will be submitted to the State of Wisconsin by September, 2021. We should hear on the outcome by December, 2021.

New Business

Certificates of Appropriateness: None at this time.

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

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

1. **UPDATE:** Megan McBride will issue a new plaque for her (Magge Ericson) historic house on Fifield Row. This will be done on July 16, 2021. **A photo will be taken and put in the Ashland Daily Press.**
2. The new demolition ordinance has been submitted to the full City Council for their review and approval.

3. Remember...our new contact with the Wisconsin Historical Society is Jason Tish.
4. Consideration for future Historic Listings in the City of Ashland (COA):
 - a. The property at 509-515 Main Street West (D'Anna Zakovec, Owner)
 - b. SOO Line Depot and the Ashland Bottle Works building – Megan to check on if they are presently listed.
 - c. St. Andrew's Building (former church), now Cathedral Nails.
 - d. Former Hank Martinsen Jr. house on Chapple Avenue (across from Wilmarth Mansion)
 - e. Chapple Avenue Condo buildings – just the former Depot, not any other new buildings on site.
 - f. All area churches should be considered, such as Saron Lutheran, Good Shepherd Lutheran Church, etc.
 - g. City of Ashland Housing Authority (Bay Tower)
 - h. Ashland Elks Lodge #137

Set Future Meeting Dates: The next HPC meeting is set for September 27, 2021 @ 5:00 P.M. in the Council Chambers. The upcoming meeting dates are as follows:

December 6, 2021 @ 5:00 P.M., in the Council Chambers

February 28, 2022 @ 5:00 P.M., in the Council Chambers

A motion to adjourn this meeting was made by Jeff Muse at 5:35 P.M. The meeting will be held in the Council Chambers. The motion was seconded by Elizabeth Madsen-Genszler. **Motion carried.**

Respectfully submitted,

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

City of Ashland – Main Street Board Meeting Minutes

A meeting of the Main Street Board was held on **Wednesday, October 6th, 2021 at 8 a.m.** via GoToMeeting.

Present: Kyle Ellefson, Kevin Porter, Kevin Stranberg, Sara Beadle, Katie Gellatly

Absent: Carver Harries, Mary McPhetridge

Staff Present: Megan McBride, Jaclynn Findlay, Mandelyn Lyons

Jaclynn Findlay opened the meeting at 8:00 a.m.

Agenda

1) Call to Order and Roll Call

Jaclynn Findlay called the meeting to order at 8:06 a.m.

2) Approval of Agenda

Motion to approve the agenda by Kyle Ellefson. Seconded by Sara Beadle. Passed unanimously.

3) Consent Agenda

- a) Approval of minutes from the September 1, 2021 Main Street Board Meeting

Motion to approve minutes from the September 1, 2021 Main Street Board meeting by Sara Beadle. Seconded by Kyle Ellefson. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) New Business

- a) **Discussion and vote on 2022 Ashland Main Street Program capital project prioritization**

Jaclynn Findlay gave a presentation on the possible 2022 Capital Projects for the Ashland Main Street Program. She explained that the Main Street staff was looking for a recommendation from the Main Street Board on which projects to budget for in 2022. She started by giving an overview of the top priority projects identified by the Main Street Board after the previous Main Street Board meeting via SurveyMonkey: Wayfinding Signage, Lighting, and tied for third were the Pedestrian Promenade and Vaughn Avenue Gateway. Jaclynn Findlay explained that signage was split in to three categories per recommendations from WEDC: large, stationary wayfinding maps, directional signage that enhances the downtown connection to the Waterfront Trail, and metal street banners. Jaclynn shared

three cost estimates from Graphic House, a signage company out of Wausau, WI, with each sign ranging in cost from \$4,000-\$40,000 each.

Jaclynn Findlay explained that Main Street staff decided to add electric pedestals to the lighting project, which would allow one company/electrician to bid on the electrical work in the downtown as one project, saving project funding on labor costs. Jaclynn explained that electric pedestals help to build Ashland Main Street's capacity to increase lighting in the downtown, for example wrapping trees with Christmas lights. Jaclynn explained that the Ashland Main Street staff recommended installing Edison-style lighting on the first two blocks of East Main Street, from 2nd Ave E to Prentice Ave., to further brand that section of Main Street as the "Second Street Neighborhood". Finally, Jaclynn reminded the Board that in the 2019 Downtown Resident Survey, 20% of residents wanted to see additional lighting in the downtown.

Jaclynn Findlay gave an overview of the purpose pedestrian promenades – to draw the eyes of travelers on US2 from Lake Superior to the downtown. Jaclynn explained that there are a lot of different ways to create a pedestrian promenade, including planter boxes and lighting. WEDC recommended installing pedestrian promenades at the intersections of 2nd, 3rd, 4th, Vaughn, and Chapple Avenues, at least in the one block stretch from the highway, south to Main Street; however, Jaclynn reminded the Board that Vaughn Ave will be undergoing construction in the next few years. Jaclynn suggested installing pedestrian promenades at the recommended five intersections over the course of five (5) years, building it in to the five (5)-year capital plan.

Lastly, Jaclynn Findlay gave an overview of the Vaughn Ave Gateway, recommended in the WEDC Resource Team Report. Jaclynn recommended not moving forward with the Vaughn Ave Gateway in 2022 due to the upcoming Vaughn Ave reconstruction. Additionally, Jaclynn explained that it would be a very expensive project, comparatively.

Kyle Ellefson commented that he liked the addition of electric pedestals to the downtown lighting project.

Kevin Stranberg expressed the importance of pulling people from Highway 13 to the downtown, in addition to US2. Kevin also suggested that the large stationary maps could be opportunity for sponsorship to help fund the project. Kevin suggested adding electric vehicle (EV) charging stations in the downtown. Kevin recommended starting with a small area of Edison lighting in 2022, no more than three blocks, and then installing more lighting in future years if it's a successful project. Finally, Kevin commented that the Main Street Board should build a five-year capital project plan to present to City Council.

Katie Gellatly commented that Ashland is dark for a large portion of the year and the Main Street Board needs to start a conversation about how to make the downtown a place people want to come, even when it's cold. Katie commented that lack of lighting has been an issue in the downtown for a long time.

Kevin Porter suggested the Main Street Board focus on one concentrated area of the downtown for 2022 capital projects to demonstrate proof of concept. He pointed out that the Main Street Board would have an easier time measuring the projects impact on a

smaller scale, thus have an easier time demonstrating the success of the project and getting community buy-in.

Katie Gellatly voiced her support for seeking sponsorships for some of the 2022 capital projects. She also suggested that the Main Street Board test different lighting styles in different parts of the downtown, for example up lighting trees on one block on the West side and Edison lighting over the road by the Union Bank building to test some lighting concepts.

Sara Beadle suggested starting with one wayfinding sign and installing electric pedestals. She also commented that the Co-Op is also interested in having EV charging stations.

Kevin Porter commented that in Milwaukee there are roads where traffic is blocked off in one direction and the street is instead used for seating. He suggested doing something similar in Ashland, in combination with the lighting project as a placemaking project.

Jaclynn Findlay commented that WEDC often has grant opportunities for placemaking projects.

Katie Gellatly commented that she liked the suggestion from the WEDC resource team to have map brochures to hand out, in combination with installing large stationary maps. She suggested including targeted itineraries as part of that mapping project. She commented that maybe the Chamber of Commerce could help fund that project as well.

Kevin Stranberg commented that the large stationary maps should be removeable in order to make changes as businesses change throughout the years. Kevin also commented that he likes the idea of starting small with the proposed projects to gauge community support.

Katie Gellatly commented that the Lake is key asset in Ashland and new signage would help maintain consistent branding and enhance the connection of the Lake to the downtown. Katie also commented that Bretting manufacturing might be interested in partnering to create the street banners.

Jaclynn Findlay inquired as to what should be the location of concentration for the signage.

Kevin Porter commented that the signage should be concentrated in the downtown core, near Otis Park.

Kyle Ellefson commented that additional lighting will help bring families in to the downtown. He suggested concentrating the proposed projects on where there will be the highest impact.

Katie Gellatly commented that the projects should first be concentrated from the downtown core, near Otis Park, and then expanded outward.

Kevin Porter commented that the Main Street Board needs a five-year capital plan and would enhance the Board's recommendations to City Council.

Kevin Stranberg asked what the deadline is for submitting the budget.

Megan McBride commented that she already submitted the capital plan draft and will be presenting the budget the following week at the Council Budget Work Session.

Kevin Stranberg asked that Council be made aware that the Main Street Board is working on developing a five-year capital plan.

Megan McBride commented that the Main Street Program will eventually become its own non-profit, separate from the City of Ashland.

Katie Gellatly suggested scheduling additional workshops for the Main Street Board in the winter to work on a five-year capital plan.

Motion by Kevin Porter to recommend the following capital projects to Ashland City Council for 2022 budget priorities: at least three (3) wayfinding signs, one (1) large stationary map, two (2) blocks of lighting, and electric pedestals in the downtown. Seconded by Kevin Stranberg. Passed unanimously.

b) Discussion and recommendation of 2022 Main Street events

Item tabled to next meeting.

6) Announcements/Reports/Comments/Questions

a) Updates on Downtown Building Improvement Grant Program projects

Jaclynn Findlay provided updates on the Downtown Building Improvement Grant Program. Two projects are currently active: Bay City Cycles and D’Anna Zakovec’s 509-515 buildings. Adam Zais’ window replacement project at 113-115 Main St W will be starting in the next couple weeks. Spinster Books canceled their project and will no longer be accepting the grant funding.

b) Updates on the downtown bench project and AARP Community Challenge Grant

Megan McBride provided updates on the downtown bench project. The Planning Department identified the benches that will be purchased. The artist brief will be coming out soon.

c) Updates on Events and Promotions

No updates on events and promotions.

7) Adjournment

Motion to adjourn by Kyle Ellefson, seconded by Sara Beadle. Passed unanimously.

Meeting was adjourned at 9:04 a.m. Minutes done by Mandelyn Lyons.

City of Ashland - Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Wednesday, August 11th, 2021 at 8:00 a.m. via GoTo Meetings.**

Committee Members Present: Liz Franek, Kaas Baichtal, Anne Whiting, Eric Lindell and Megan McBride

Committee Members Absent: Kathy Beeksma

Staff Present: Mayor Lewis

Citizens Present: Millie Brownsville, Elizabeth Seefeldt

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Eric Lindell . Seconded by Kaas Baichtal. Passed unanimously.

2) a.) Approve minutes from the May 12, 2021 and June 9, 2021 Housing Committee meeting

Motion to table approval of the minutes from May 12, 2021 and June 9, 2021 Housing Committee meeting by Liz Franek, seconded by Kaas Baichtal. Passed unanimously.

3) Citizen Comments

Kaas Baichtal said that there will be an article published by Rick Olivo in the Ashland Daily Press regarding the upcoming eviction moratorium lift.

Deb said that the moratorium will likely be extended and there is assistance available to people who are behind on rent and utilities.

4) Old business

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

Megan explained that the CDBG has been repaid and that another will be issued soon, there are also new materials for marketing the program. She continued and mentioned that Chris Lubben is no longer with the city, the position description is being updated, and the job posting will be made next week. There will be an update to the property maintenance violation procedure with the addition of a resource letter instead of a violation letter to integrate CDBG and HIP. Also there will be more emphasis on commercial buildings.

Kaas Baichtal asked if the position will continue to be full-time.

Megan explained that it will be a full-time, year-round position. The only changes will be some adjustments to the process to lead with resources and help promote HIP and CDBG funds available.

b) Updates and discussion regarding Task Force to address homelessness

Millie gave a brief summary from the Homeless Task Force meeting that occurred the day before. The meeting primarily focused on presenting the homeless shelter to the public, including what questions might come up including the length of time people can stay. There were also conversations about who should be contacted about this facility.

Deb Lewis mentioned Sara Adams will help with a public meeting before the conditional use permit hearing and that these things could take place in early September at the library.

Anne Whiting wanted clarification on the process regarding two hearings before the public.

Deb answered that because of the site's zoning, a conditional use permit will be needed. The public hearing is meant for the public to learn more about the facility and to ask questions. Sara has decided to help organize this meeting to help inform the public. These dates have not been set.

Liz Franek asked how many people the motel facility will be able to house.

Mille answered that it will theoretically house 34 households at a time, however the inspection will confirm that.

Deb Lewis mentioned that there are some people who will not be able to use the facility.

Millie elaborated that registered sex offenders and people with active warrants won't be housed. Individuals that are under 17 and those with recent violence convictions on their records will also not be allowed. However, accompanied minors under 17 can be housed.

Deb also mentioned that there will be rules that prohibit drug use in the facility.

Kaas asked if there will be mental health and other resources on site or if it is just housing.

Millie said that there will be case management, meals, housing navigation, referrals to other agencies. The shelter is still determining what other services would want to come on site.

Deb clarified that this is not a detox or drug treatment center.

Kaas asked if those resources can be provided.

Deb said that they are working to get resources for shelter residents on site.

5) New Business

a) Discussion and recommendation regarding priorities, approval structure and criteria for the Housing Improvement Program (HIP).

Mayor Lewis said that the HIP program has been around for about 6 years and explains the start of the funding was an anonymous donor who wanted to help people maintain their properties.

Megan McBride provided additional background about the program funding structure and typical projects. When the program was established, the Planning Director and an appointed liaison of the anonymous donor were placed in charge of vetting and approving projects based on eligibility criteria. With staff turnover and the fact that the original donor funding was expended several years ago, projects are currently reviewed and approved solely by Megan McBride (Planning Director). She said she would likely feedback from the committee on this review structure.

Eric Lindell said he did not feel every application would need to come to the Housing Committee for review, but said that adding income qualifications may be beneficial. He asked for details on how income limits would be set and administered.

Megan said that the same income guidelines used for the CDBG program would be utilized for the HIP program. This would increase administrative demands on Planning Department staff to review and collect required documentation for income limits of applicants.

Mayor Lewis said that the original intent of the program was to be accessible by having as little bureaucracy and hassle for the applicant as possible.

Anne Whiting said that she felt not having income requirements is fine since it isn't large grant amounts, and helps projects move forward faster. Eric agreed.

Mayor Lewis asked for a consensus from the group on if there should be changes to the existing HIP project approval process. The committee agreed that the process will remain as is, and projects will not come forward to the Housing Committee for review.

Megan McBride said that she is also looking for feedback from the committee regarding future funding and contractor solicitation strategies. She explained that one of the largest barriers for the program right now is contractor availability, as many of the projects are too small in cost to be attractive to contractors but are too technical to be completed by volunteer labor.

Mayor Lewis suggested this be discussed again at a future meeting to plan for the 2022 construction season.

b) Discussion and recommendations regarding priorities and timeline for marketing Beaser Avenue Redevelopment site.

Megan McBride explained that the last Request for Proposals (RFP) used to solicit development proposals for the Beaser Avenue Redevelopment Site was intentionally very broad in identifying development goals to allow for a variety of housing types. Megan would like feedback from the committee on having more specified development goals now that the City knows what type of residential use the Timeless Timber site will be used for.

Deb Lewis mentioned that the committee should look at the regional housing study that was done in 2021. This could be included to make better choices for our community.

Eric mentioned the long term financial impacts of this housing area and that we need a diverse housing market, so he recommended the City be very intentional about the type of development we want to see on this property.

Liz Franek said that she supports housing development that will provide for a variety of backgrounds and income levels, and would not want the goals to be so specific that it excludes quality proposals.

Megan asked for input regarding an appropriate timeline to begin updating the RFP and soliciting new proposals.

The committee agreed that there is no rush to develop this site, so the City should be patient and make sure the future use of the site diversifies housing options and is compatible with the current neighborhood. Neighborhood listening sessions could be held in the next year at the new Police Station to start getting input on what types of uses surrounding property owners think would make a good neighbor.

- c) Discussion and vote on future committee meeting format (virtual or in-person).

The committee agreed to continue to meet virtually in light of recent increases in COVID-19 cases. Meetings will continue to be held virtually, and this can be discussed again at a future meeting.

6) Announcements

- a.) Updates on residential development on the Timeless Timber Site

Megan McBride said that the developer, Commonwealth Companies, has been working on their site design plans and other required approvals related to their tax credit award. A Development Agreement will be coming forward to City Council this winter, and construction is anticipated to begin in spring 2022.

7) Adjournment

Motion to adjourn made by Eric Lindell, seconded by Megan McBride. Passed unanimously.

Meeting was adjourned at 9:15 am. Minutes by Mandelyn Lyons and Megan McBride.

City of Ashland - Housing Committee Meeting Minutes

A meeting of the Ashland Housing Committee was held on **Wednesday, July 14 , 2021 at 8:00 a.m. via GoTo Meetings.**

Committee Members Present: Liz Franek, Kaas Baichtal, Anne Whiting and Megan McBride

Committee Members Absent: Kathy Beeksma, Sam Ray

Staff Present: Chris Luebben, Mayor Lewis

Citizens Present: Millie Rounsville

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

Agenda

1) Consent Agenda

Motion to approve the agenda by Sam Ray. Seconded by Kaas Baichtal. Passed unanimously.

2) a.) Approve minutes from the May 12, 2021 Housing Committee meeting

Motion to table approval of the minutes from May 12, 2021 Housing Committee meeting by Sam Ray, seconded by Kaas Baichtal. Passed unanimously.

3) Citizen Comments

None.

4) Old business

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

HIP – Chris Luebben explained that there are three new projects, she received 5 applications. Three of the five projects have been approved. Two need to be discussed by the committee.

Property Maintenance – Chris Luebben noted that there are several cases that concern garbage and bush overgrowth that inhibits traffic views.

Liz Franek mentioned that a constituent came to her with a property maintenance issue regarding a fence, she said that they were unsure who to go to regarding fencing violations.

HIP – Megan noted that there is around \$20,000 worth of funds in the HIP account.

CDBG – Megan explained that a loan has been paid off and some projects that have closed out. Megan also sent out some flyers to advertise for this program, and to find contractors that fit the project timeframes.

b) Updates and discussion regarding Task Force to address homelessness

Deb Lewis noted that the task force has not met in a few weeks.

Millie Roundsville noted that there has been progress on the task forces goals. She also mentioned that they are moving forward with a purchase on a hotel to utilize as a homeless shelter and are one step closer to closing.

Deb noted that Millie has been working hard on the purchase process, and wants her to address community comments about the possibility of the shelter.

Millie said the current offer is on a hotel with 34 rooms, they have other individuals and organizations that are interested in helping with funding and making the hotel ADA compliant. She noted that some citizens are concerned that this shelter will attract more homeless to the area, and that her data suggests that is not true. She also noted that the shelter will not house sex offenders.

Anne Whiting asked if there are any ways to we address the stereotypes that homeless people face, including education materials.

Millie said that there are certain groups of homeless that are stigmatized and some that are easier to house, such as children or veterans. She noted that this hotel has enough space to accommodate several groups.

Deb asked to return to Anne's question and if there is any way we can get some accurate information about homeless into the community? She noted that there will be public forum for the conditional use permit, but that will not be enough to educate the community.

Mille answered that option is to just define homeless. She wondered if there is an intern that could work on informational materials.

Liz noted that there are people who are "couch surfing" that could also benefit from this program.

5) New Business

a) The Housing Improvement Program Approval Procedure and Program Structure.

Megan noted that Kaas seems to have exited the call and that the committee no longer meets quorum.

b) Discussion of the Beaser Development site.

Deb mentioned that this site used to be an old trucking area and that the site has been cleaned up via a grant for future builds to be possible.

Megan explained some offers that were made for the site including residential plans.

Millie mentioned P&R Properties as a possible developer that could move forward with the Beaser site.

Deb explained that a common issue that the site is only 5 acres and that is too small for larger contractors or developers.

Millie mentioned that P&R is working on properties that are on areas that are smaller than 5 acres.

Megan asked Millie if she could provide contact information for P&R. Megan said that she wants to bring this area up again because she has received calls from interested developers.

Deb asked if there is any news on the Timeless Timber site.

Megan explained that the contractor is working internally on the project and that a development agreement will come through the committee eventually.

Deb asked Megan about the process of a Conditional Use Permit for the possible homeless shelter.

Megan explained that the process and timeline could look different depending on what we want to do.

Deb mentioned that she would like to have a public forum for the homeless shelter so people could explain the issues they face finding housing in the area.

6) Announcements

None

7) Adjournment

Motion to adjourn made by , seconded by . Passed unanimously.

Meeting was adjourned at 8:45 am. Minutes by Mandelyn Lyons.

SUBJECT: Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy (*Administrator*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Administrator

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Each year, Ashland County adopts a Library Levy which is used to offset a portion of the costs that each library in the County incurs for serving non-municipal patrons. The idea is to have those County residents that do not support a local library through their municipal property tax help fund the libraries in their County. Wisconsin State Statute 43.64(2) allows the City to exempt itself (City residents) from the County's Library Levy. To qualify for the exemption, the City's budget for library services must be greater than the amount that the City's share of the County library levy would be, and the City Council must annually adopt a resolution declaring the exemption.

Staff recommends that Council adopt the attached resolution to exempt City residents from being taxed twice for library services.

RESOLUTION

No. _____

RESOLUTION TO EXEMPT THE CITY OF ASHLAND FROM THE ASHLAND COUNTY LIBRARY LEVY

WHEREAS, Wisconsin State Statute 43.64 (2) provides for the exemption from the County Library Levy for any municipality which has higher municipal library expenditures than the municipality's share of the County Library Levy; and,

WHEREAS, the City of Ashland has appropriated and will expend \$312,000 on local library service in 2022, which is higher than the City of Ashland's share of the Ashland County library levy.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland hereby designates this resolution as its applications for exemption from the Ashland County Library Levy for the 2022 budget, pursuant to Wisconsin State Statute 43.64 (2)(b), and instructs the City Clerk to convey this resolution to the Ashland County Board.

PASSED: November 16, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Increase the Contract with Managing Results, LLC as the Strategic Planning Consultant for the City of Ashland(*Administrator*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Administrator

EXHIBITS:

EXPENDITURES REQUIRED: \$ 19,662 Original contract service amount plus travel reimbursement
 4,400 Increase in contract for survey analysis
 \$ 24,062 Total
 1,931 Add travel reimbursement
 \$ 25,993 Total Contract and Reimbursement

AMOUNT BUDGETED: \$ 20,000 2021 Council Budget

APPROPRIATION \$ 2,393 2021 funds available within the Council budget
REQUIRED: 3,600 2021 Other City Hall personnel budget
 \$ 5,993 Total

TREASURER'S NA
CERTIFICATE:

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The City of Ashland had budgeted \$20,000 for strategic planning services in 2021. Because the Administrator requested additional analysis of the community survey responses from Managing Results, LLC, the professional services cost exceeded the original contract in the amount of \$4,400. This analysis was outside of the original scope of services and was therefore not factored into the proposal. The additional appropriation needed for the contract services and related travel reimbursement is \$5,993.

SUBJECT: Approve a Resolution to Submit an EPA Brownfields Site Assessment Grant Application
(Planning) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator

EXHIBITS:

1. Proposed Resolution
2. EPA Brownfields Site Assessment Grant Fact Sheet

EXPENDITURES REQUIRED: No funding would be expended at this time, and no matching funding would be required if the City is successful in their application.

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 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. Grant funding would ultimately facilitate redevelopment of the Oredock upland, which is identified as a priority in the Comp Plan. Preparing a Master Plan will ensure the Comp Plan recommendation for careful disposition of City-owned land will take place, and that the surrounding residents are actively involved in the planning process.

SUMMARY STATEMENT:

The Brownfields Site Assessment Grant (SAG) program through the EPA has no required match. This grant would fund required site investigation and clean-up planning for City-owned property in the Oredock upland as identified through a Phase II Environmental Assessment.

In addition to making progress on this DNR requirement and preparing City-owned land for redevelopment, this EPA grant could also be used for professional services in developing a Master Plan for the Oredock upland. The Waterfront Development Plan specifically recommends that the City create a Master Plan to ensure

redevelopment is cohesive, intentional, and strategically timed to create the best possible result for the community and neighborhood.

RESOLUTION TO SUBMIT AN EPA BROWNFIELDS SITE ASSESSMENT GRANT APPLICATION

WHEREAS, Funds are available through the EPA Brownfields Site Assessment Grant of up to \$500,000 to conduct planning activities related to one or more brownfield sites; and

WHEREAS, No matching funds from the City are required for this grant program; and

WHEREAS, the City has identified projects which would meet grant criteria, and further community goals identified in the Comprehensive Plan and Waterfront Development Plan; and

THEREFORE, BE IT RESOLVED, that the Ashland City Council hereby authorizes preparation and submission of an EPA Brownfields Site Assessment grant application of up to \$500,000.

Passed: November 16, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney



EPA Brownfields Assessment Grants: Interested in Applying for Funding?

Here's what you need to know...

What Is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program provides funds to empower states, communities, and other stakeholders to work

together to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields Grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and environmental workforce and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

What Are Assessment Grants?

Assessment Grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Planning Around One or More Brownfield:** Initiate site revitalization and prepare for site redevelopment
- ✓ **Conduct Site-specific Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

What Types Of Assessment Grants Are Available?

Community-Wide Grants:

- ✓ Applicants may apply for a Community-wide Assessment Grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants may request up to \$400,000 to address hazardous substances and/or petroleum contamination.

Site-Specific Grants:

- ✓ A Site-specific Assessment Grant must be applied for if the assessment is limited to one, and only one, site.
- ✓ Applicants may request up to \$200,000, or up to \$350,000 with a waiver request, to address hazardous substances and/or petroleum contamination.
- ✓ Applicants will not be allowed to substitute another site where the subject site is determined to be ineligible.

Community-wide Assessment Grants for States and Tribes:

- ✓ States, tribes, and eligible native corporations in Alaska may apply for a Community-wide Assessment Grant for States and Tribes.
- ✓ Applicants should target work in disadvantaged communities and work with communities that lack the capacity to apply for and manage their own Brownfields Grant.
- ✓ Applicants may request up to \$2,000,000 to assess a minimum of 10 hazardous substances and/or petroleum sites.

Who Is Eligible To Apply For A Community-wide and Site-specific Assessment Grant?

- ✓ General Purpose Unit of Local Government.
- ✓ Land Clearance Authority or another quasi-governmental entity that operates under the supervision and control of, or as an agent of, a general purpose unit of local government.
- ✓ Government Entity Created by State Legislature.
- ✓ Regional Council or group of General Purpose Units of Local Government.
- ✓ Redevelopment Agency that is chartered or otherwise sanctioned by a state.
- ✓ State.
- ✓ Indian tribe other than in Alaska.
- ✓ Alaska Native Regional Corporation, Alaska Native Village Corporation, and Metlakatla Indian Community.
- ✓ Nonprofit organization described in section 501(c)(3) of the Internal Revenue Code.
- ✓ Limited liability corporation/partnership in which all managing members/general partners are 501(c)(3) nonprofit organizations or limited liability corporations whose sole members are 501(c)(3) nonprofit organizations.
- ✓ Qualified community development entity as defined in section 45D(c)(1) of the Internal Revenue Code of 1986.

Who Is Eligible To Apply For A Community-wide Assessment Grant for States and Tribes?

- ✓ State.
- ✓ Indian tribe other than in Alaska.
- ✓ Alaska Native Regional Corporation, Alaska Native Village Corporation, and Metlakatla Indian Community.

How Long Is The Assessment Grant Period?

The performance period for a Community-wide and Site-specific Assessment Grant is three years, and a Community-wide Assessment Grant for States and Tribes is five years.

How Do I Apply For An Assessment Grant?

Copies of the Application Guidelines can be obtained from EPA's Brownfields Program website at www.epa.gov/brownfields or www.grants.gov.

Applicants submit an application through www.grants.gov. Applications should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to ranking criteria. Factual information about your proposed project and community must be provided.

What Is The Evaluation/Selection Process?

Responses to threshold criteria are evaluated on a pass/fail basis. If the application does not meet the threshold criteria, the application will not be evaluated. In limited circumstances, EPA may seek additional information.

Brownfields Grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the applications meet the threshold and ranking criteria outlined in the Application Guidelines. The Office of Brownfields and Land Revitalization will provide to the Selection Official a ranking list of applicants to select based on the application's final score, availability of funds, and as appropriate, the other factors described in the Application Guidelines.

Is Pre-Application Assistance Available?

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at www.epa.gov/brownfields/brownfields-contacts-epa-regional-offices.

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership. EPA staff cannot meet with applicants to discuss draft applications or provide assistance in responding to ranking criteria.

SUBJECT: Approve an Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson Inc. for Preparation of an EPA Brownfields Site Grant Application (Planning) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator
Finance Department

EXHIBITS: 1. Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson Inc

EXPENDITURES REQUIRED: \$4,875

AMOUNT BUDGETED: \$ 0

APPROPRIATION REQUIRED: \$4,875 - Building Inspections/Property Maintenance vacant Property Maintenance position

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on November 3, 2021, that Short Elliot Hendrickson, 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: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The Planning Department does not have the staff capacity to complete the highly technical EPA Brownfields grant before the deadline, and to give us the best possible chance for success in this very competitive grant process. Funded through the Property Maintenance position vacancy, the Planning Department is requesting approval of the proposed agreement to retain the services of Short Elliot Hendrickson, Inc for preparation of this grant application.

Agreement for Professional Services

This Agreement is effective as of October 28, 2021, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: EPA Brownfield SAG Application.

Client's Authorized Representative: Megan McBride | Director of Planning & Dev.
Address: 601 Main Street W
City of Ashland, WI
Telephone: 715.682.7041 **email:** mmcbride@coawi.org

Project Manager: Brea Grace, Senior Community Development Specialist
Address: 1701 West Knapp Street, Suite B
Rice Lake, WI 54868
Telephone: 608.977.0002 **email:** bgrace@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Complete an EPA Brownfield Site Assessment Grant (SAG) application for brownfield site assessment of City-owned properties in the City of Ashland, focusing on the Ore Dock upland area.

Task 1: Grant Application Development

1. Project kick-off meeting with Client's Authorized Representative.
2. Consultant to review and analyze local conditions, existing project documents and maps, planning documents, and other related information.
3. Refine project scope for the grant application narrative.
4. Complete grant application narrative and forms as required by EPA, including Form SF-424.
5. Work with Client's Authorized Representative to define and document project budget and available grant match.
6. Create necessary maps, diagrams, and attachments to grant application.
7. Provide draft application and attachments/supporting documents to Client's Authorized Representative for review.
8. Revise grant application based on Client's Authorized Representative's feedback.
9. Finalize narrative and attachments.
10. Work with the Client's Authorized Representative to submit the electronic application through Grants.gov.

Client Responsibilities:

1. Designate a municipal staff member (e.g., Client's Authorized Representative) to be a liaison for the project for contact with SEH regarding project matters including review and comment on the draft application.
2. Publication of meeting notices and coordination of public meeting locations, room arrangements and other logistics for public meetings, if applicable.
3. Obtain and maintain active DUNS, SAMS and Grants.gov registrations.
4. Work with SEH Project Manager to submit the final grant application through Grants.gov.
5. Work with Consultant to coordinate Letters of Support from project partners, if necessary.

Schedule: Consultant will start services promptly after the signing of this Agreement for Services. Authorization is requested by November 4, 2021 to allow Consultant time to prepare the grant application. Consultant will work with Client to submit the grant application prior to the December 1, 2021 deadline.

Payment: The lump sum fee is **\$4,875** and includes expenses and equipment; see attached Exhibit A-2.

This Agreement includes grant application work only. Grant administration, public engagement, planning, design, engineering, and other services for the project is not included with this agreement.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Ashland

By: 
Daniel A. Penzkover PE (WI, MI, IL)
Title: Client Service Manager

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-2
to Agreement for Professional Services
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 28, 2021

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10 percent markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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SUBJECT: Approve a Resolution to Rezone Parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1). Applicant: Lawrence Pufall (*Planning*) Roll

RECOMMENDATION: Denial

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (unanimously recommended denial on November 9, 2021)

EXHIBITS:

1. Proposed Resolution
2. November 9, 2021 Public Hearing Summary
3. Staff Report from November 9, 2021 Plan Commission Meeting
4. Zoning Map of Parcel #201-05070-0000
5. Aerial Map of Parcel #201-05070-0000
6. Elevation Contours Map of Parcel #201-05070-0000
7. R1 Single Family Zoning District Allowable Uses

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 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 rezoning of parcel #201-05070-0000 to Single-Family Residential (R-1) would not be consistent with the Future Land Use Plan identified in the City's Comprehensive Plan. The Future Land Use Plan identifies this area for "traditional neighborhood and mixed use" overlapping with "downtown core and commercial districts." Traditional neighborhood and mixed use districts are recommended to include single-family housing, and "duplexes and townhouses are often interspersed within these areas and provide a greater range of housing options for households of various income levels." For mixed use opportunities, "it is strongly recommended that the community begin to consider small cafes (coffee shops, tea houses, bakeries, etc.) or a local mom-n-pop hardware store or pottery or art shop," and recognizes that "a community cannot always predict where a need, or opportunity, for such will arise but we should plan for it." Given the limitations of the R-1 zoning district, this would be overly restrictive based on Comp Plan recommendations for the area. Particularly given the upcoming residential development on the southern portion of the Timeless Timber site in this area anticipated

in 2022, Planning staff recommends the City wait to rezone or redevelop this property until the highest and best complementary use can be identified for the site.

SUMMARY STATEMENT:

Lawrence Pufall has approached the City with a request to rezone City-owned parcel #201-05070-0000 from its current zoning of Light Industrial (LI) to Single-Family Residential (R-1). If the requested rezone is approved, Mr. Pufall then plans to submit a request for a City-owned land transfer to sell him this parcel for development into a single-family home. The parcel is slightly less than nineteen (19) acres in size, with approximately six (6) acres being developable. Developability of the lot is limited by a ravine located on the eastern portion of the property, as well as the overall topography of the site.

APPROVE A RESOLUTION TO REZONE PARCEL #201-05070-0000 FROM LIGHT INDUSTRIAL (LI) TO SINGLE-FAMILY RESIDENTIAL (R-1). APPLICANT: LAWRENCE PUFALL

WHEREAS, The Common Council of the City of Ashland is authorized to amend the City's adopted Zoning District Map (Unified Development Ordinance Chapter 781); and

WHEREAS, The applicant has requested that the City amend the zoning of City-owned parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1); and

WHEREAS, The Plan Commission held a Public Hearing at their November 9, 2021 Plan Commission meeting, and has unanimously recommended denial of the rezoning request;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Ashland that the amendment to the City's Zoning District Map (UDO Chapter 781) is in accordance with the Ashland Unified Development Ordinance and is hereby approved.

Passed: November 16, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

November 9, 2021 Plan Commission Public Hearing Summary

5a) Public Hearing and Vote on a Request to Rezone Parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1). Applicant: Lawrence Pufall

Matthew Remec called in advance to express his support for this project, and is happy to see interest in developing in Ashland. With the Timeless Timber development he feels this single-family use would be a good fit, and that if we have somebody interested in City-owned land that we should go for it.

Larry Pufall: He has connected with contractors who are ready to go ASAP if this is approved. The home value will be between \$300,000- 400,000.

Ted Kramolis: Representing the Chequamegon Humane Association (CHA) called to ask could have impacts for the shelter if a future residential use results in complaints about barking dogs at the shelter. After the Megan McBride explained to him that no additional standards would be placed on the shelter based on zoning or use of this nearby property, as the shelter has all necessary zoning permits in place. Additionally, the developable area of the property is located on the northwestern corner of the property, providing several acres of tree and ravine buffer between the existing shelter facility and any potential new housing development. Based on this information, Mr. Kramolis did not have any objections to the request rezoning request.

Laura Nagro: Laura stated that she agreed with the analysis in the staff report, and felt that using such a large lot for one single-family home could be an underutilization of the site.

STAFF REPORT - Plan Commission – November 9, 2021

Agenda Item #5a: Public Hearing and Vote on a Request to Rezone Parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1)

Current Zoning: Light Industrial (LI)

Proposed Zoning: Single-Family Residential (R-1)

Applicants: Lawrence Pufall

Property Owner: City of Ashland

Staff Contact: Megan McBride

Background

Lawrence Pufall has approached the City with a request to rezone City-owned parcel #201-05070-0000 from its current zoning of Light Industrial (LI) to Single-Family Residential (R-1). If the requested rezone is approved, Mr. Pufall then plans to submit a request for a City-owned land transfer to sell him this parcel for development into a single-family home. The parcel is slightly less than nineteen (19) acres in size, with approximately six (6) acres being developable. Developability of the lot is limited by a ravine located on the eastern portion of the property, as well as the overall topography of the site.

Standards for Review

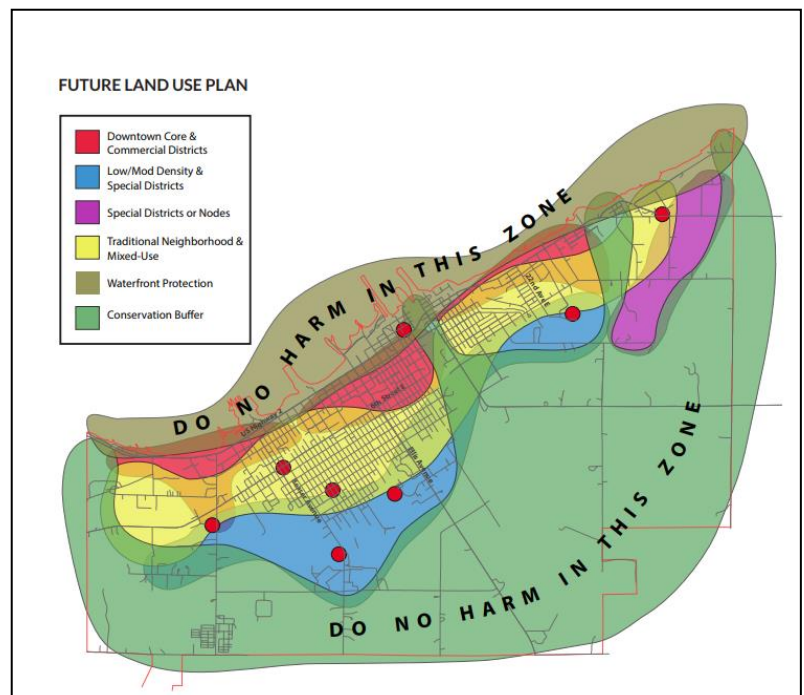
The City of Ashland's Unified Development Ordinance (U.D.O.) 781, Section 3.3: Zoning Map Amendment (Rezoning) creates the legal framework to regulate, administer, and enforce the rezoning process for the City of Ashland.

Decision Criteria

In determining whether to approve or deny an application for a zoning map amendment, the following criteria should be considered:

1. *The Zoning Map Amendment is consistent with the Comprehensive Plan.*

The proposed rezoning of parcel #201-05070-0000 to Single-Family Residential (R-1) would not be consistent with the Future Land Use Plan identified in the City's Comprehensive Plan. The Future Land Use Plan identifies this area for "traditional neighborhood and mixed use"



overlapping with “downtown core and commercial districts.” Traditional neighborhood and mixed use districts are recommended to include single-family housing, and “duplexes and townhouses are often interspersed within these areas and provide a greater range of housing options for households of various income levels.” For mixed use opportunities, “it is strongly recommended that the community begin to consider small cafes (coffee shops, tea houses, bakeries, etc.) or a local mom-n-pop hardware store or pottery or art shop,” and recognizes that “a community cannot always predict where a need, or opportunity, for such will arise but we should plan for it.” Given the limitations of the R-1 zoning district, this would be overly restrictive based on Comp Plan recommendations for the area. Particularly given the upcoming residential development on the southern portion of the Timeless Timber site in this area anticipated in 2022, Planning staff recommends the City wait to rezone or redevelop this property until the highest and best complementary use can be identified for the site.

2. *The Zoning Map Amendment promotes public health, safety, morals, and the general welfare, as well as the efficiency and economy in the process of development.*

The proposed zoning amendment would promote public health, safety, morals and the general welfare of the area, which has existing residential uses directly to the north. Anticipated future residential development of the southern portion of the Timeless Timber site is also located northwest of the subject parcel. Therefore, rezoning this property from its current industrial zoning to residential would ensure this site continues to serve as a buffer between the Industrial Park and existing residential uses. R-1 zoning is not the only way that this goal can be achieved.

Given the size and configuration of the site, R-1 zoning would not be conducive to efficiency and economy in the process of development. The minimum lot size for a single-family home in the R-1 zoning district is 7,000 square feet. The topography of the site makes it such that access via Toll Road would be limited, thus limiting the ability to facilitate subdivision of the developable area with individual access points off of Toll Road. With the unique topography of the site and existing ravine on the eastern side, Planned Unit Development (PUD) or other more flexible zoning districts may be more appropriate to facilitate the highest and best use of the property.

3. *The Zoning Map Amendment is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.*

Parcel #201-05070-0000, currently zoned Light Industrial (LI), is located adjacent to the Regional Commercial (RC), Single-Family Residential (R-1), and Heavy Industrial (HI) zoning districts. It currently serves as a buffer between existing heavy industrial uses in the Industrial Park and residential uses across Toll Road. The existing single-family residential uses directly north of the subject parcel have average lot sizes between 0.6 to 1.5 acres. Therefore, it would be consistent with the character of the existing neighborhood and surrounding uses to subdivide the property for residential development. However, it would be difficult to facilitate efficiency in subdivision with sufficient access points via Toll Road. To address this, the site would likely need to be zoned as a Planned Unit Development (PUD) in order to facilitate the appropriate type(s) and density of development according to Comprehensive Plan recommendations, and informed by neighborhood input. Waiting to rezone or redevelop the property until the impacts of development of the Timeless Timber site can be assessed would help the City receive better informed neighborhood input.

4. *The property to be amended (rezoned) is suitable* for the uses permitted by the Zoning District that would be applied by the proposed Zoning Map Amendment.*

The property is suitable for the uses permitted in the R-1 zoning district, which are almost exclusively lower-density residential in nature. Single-family homes would be permitted by right, with duplexes and other residential uses allowed through a Conditional Use Permit (CUP). The developable area is more than sufficient to meet the minimum lot sizes of the R-1 zoning district.

STAFF REPORT - Plan Commission – November 9, 2021

5. *The Zoning Map Amendment is generally consistent with the principles of sustainability specified in Unified Development Ordinance (UDO) Section 1.4: Integration of Principles of Sustainability.*

Rezoning parcel #201-05070-0000 to R-1 zoning would not be consistent with the principles of sustainability specified in the UDO. One Principle of Sustainability is reduction in dependence on fossil fuels, with a strategy to “promote a sensitive mixture of uses and compact development in appropriate areas that reduce the need to drive fossil fuel vehicles.” Another Principle of Sustainability is reduction in dependence on activities that harm life-sustaining eco-systems” through encouraging “infill development and redevelopment at appropriate densities and locations to help reduce sprawl and encroachment on nature.” Based on these principles and limitations for subdividing the property into individual buildable single-family lots, rezoning the property to R-1 at this time would be overly restrictive and could create sprawl through inefficient use of this property. While the buildable area is limited to approximately 6 acres, Planned Unit Development (PUD) zoning would create flexibility of use and design to ensure the highest and best use of the property which best responds to the current and future needs of surrounding property owners and the broader community.

Additionally, preservation of water quality of Lake Superior as well as the creeks and streams which connect to it is also a Principle of Sustainability, and prioritized in the City’s Comprehensive Plan and Waterfront Development Plan. Therefore, careful consideration should be given to site use and design which protect the ravine located on the east side of the property. Possible uses for the site which may be more consistent with UDO Principles of Sustainability could include subdividing the property to designate the ravine and creek area as a conservation zone, and facilitating an appropriate density of residential or mixed use development which is sensitive to the surrounding environment. Future use of the property should be determined through engagement with surrounding property owners, and with upcoming development of the Timeless Timber site considered.

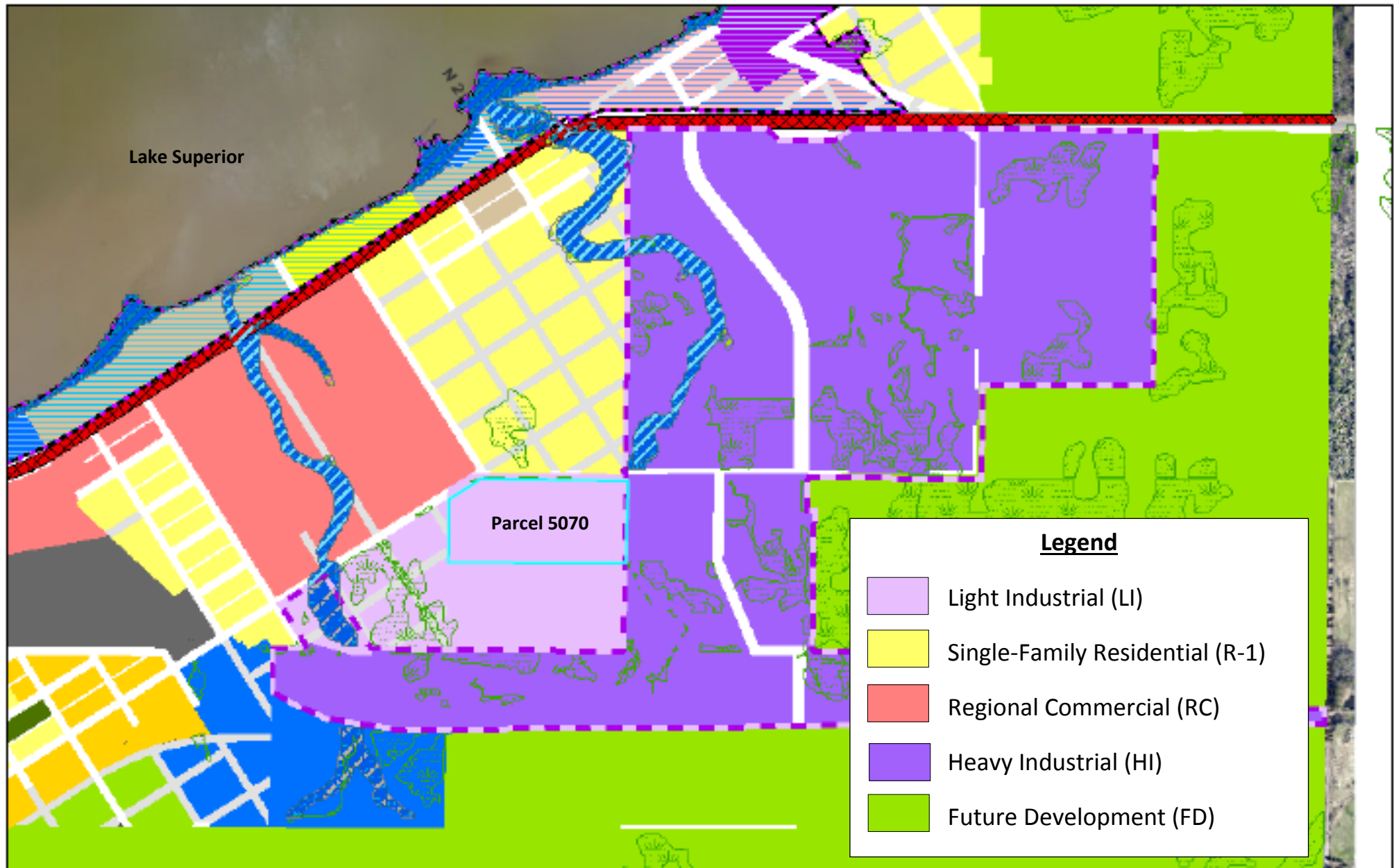
Preliminary Staff Recommendation

Staff recommends DENIAL of the request to rezone City-owned parcel #201-05070-0000 from Light Industrial (LI) to Single-Family Residential (R-1).

In addition to the Staff Report, Plan Commission and City Council should consider public input received through the Public Hearing. The required Class 2 public hearing notice was issued.

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 may be made by the Plan Commission.

Zoning Map Parcel #201-05070-0000



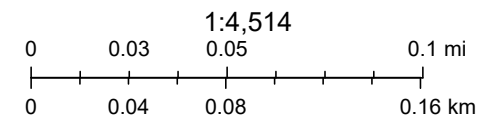
Aerial Map Parcel #201-05070-0000



10/15/2021, 2:31:24 PM

- Parcel Mapping
- Parcel Labels
- FEMA Flood Ways
- Floodway
- Floodway Fringe (100 Year)

- Approximate 100 Year Flood Boundary
- 500 Year Flood Boundary



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Public Works, GIS Division, PICTOMETRY INTL

Department of Public Works Engineering
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Elevation Contours Map Parcel #201-05070-0000



10/15/2021, 11:48:14 AM

COUNTOURS 10 Ft
2 Ft

Parcel Mapping
Parcel Labels

FEMA Flood Ways
Floodway
Floodway Fringe (100 Year)

1:4,514
0 0.03 0.05 0.1 mi
0 0.04 0.08 0.16 km

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

Department of Public Works Engineering
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- c. Exceptions to parcel requirements. Public parks, public open space, and utility, communication, and public service uses shall be exempt from the parcel requirements of this section.
- 2. **Setback requirements for principal building.** The minimum setback requirements for principal buildings from parcel lines shall be as follows, except as may be modified pursuant to [Section 6.1, B.: Setbacks](#).
 - a. Minimum principal building setback from front parcel line. Forty (40) feet.
 - b. Minimum principal building setback from corner street side parcel line. Thirty (30) feet.
 - c. Minimum principal building setback from interior side parcel line. Twenty (20) feet.
 - d. Minimum principal building setback from rear parcel line. Thirty-five (35) feet.
- 3. **Maximum height of principal building.** The maximum allowable height of principal buildings, as measured pursuant to [Section 6.1, C.: Building Height](#), shall be as follows.
 - a. All uses. Thirty-five (35) feet.
 - b. Exception for public, civic, and institutional uses. The maximum allowable height of a principal building for public, civic, or institutional use shall not exceed forty-five (45) feet, provided that the minimum principal building setback from the interior side parcel line as specified in this section shall be increased one (1) foot for every additional foot that the building is over thirty-five (35) feet in height.
- 4. **Setback and height requirements for accessory buildings.** The setback and height requirements for accessory buildings shall be as specified in [Section 5.6, A.: Accessory Building](#).
- 5. **Maximum building coverage of the parcel.** The maximum building coverage shall be as follows:
 - a. All residential uses. Twenty-five (25) percent.
 - b. Other uses. Fifty (50) percent.
- 6. **Maximum impervious coverage.** The maximum impervious coverage of a parcel shall be as follows, except as may be modified pursuant to [Section 6.1, D.: Impervious Coverage](#).
 - a. All residential uses. Thirty (30) percent impervious coverage.
 - b. Other uses. Seventy (70) percent impervious coverage.

Section 4.3 R-1 Single-Family Residential District

A. Intent

The intent of the R-1 Single-Family Residential District is to provide areas, as guided by the Comprehensive Plan, for low-density single-family residential uses and other uses compatible with single-family residential uses.

B. Uses

- 1. **Permitted uses.** The following are permitted uses in the R-1 Single-Family Residential District, pursuant to all applicable specific uses standards.
 - a. Residential uses.

- (1) Community living arrangement, pursuant to [Section 5.1, C.: Community Living Arrangement](#) and provided not more than four (4) persons are served by the facility
 - (2) Dwelling: single-family detached
 - b. Public, civic, and institutional uses.
 - (1) Public park
 - c. Utility and communication uses.
 - (1) Essential services
 - d. Open space uses.
 - (1) Open space: private or public
 - e. Temporary, seasonal, or land filling/excavation uses.
 - (1) Land filling and/or excavation (excluding mining) involving fifty (50) cubic yards or less of material and three thousand five hundred (3,500) square feet or less of land disturbance, pursuant to [Section 6.1, H.: Grading, land filling, and/or excavation.](#)
 - f. Other uses.
 - (1) Other uses not specifically listed in this Ordinance, but for which the Zoning Administrator or Designated Authorized Agent has determined that the use is consistent with the intent for permitted uses in this district.
- 2. **Conditional uses.** The following are conditional uses in the R-1 Single-Family Residential District subject to the issuance of a conditional use permit as specified in [Section 3.9: Conditional Use Permit](#) and pursuant to all applicable specific use standards.
 - a. Residential uses.
 - (1) Adult family home, pursuant to [Section 5.1, A.: Adult Family Home](#)
 - (2) Bed and breakfast establishment, pursuant to [Section 5.1, B.: Bed and Breakfast Establishment](#)
 - (3) Community living arrangement, pursuant to [Section 5.1, C.: Community Living Arrangement](#) and provided that five (5) to fifteen (15) persons are served
 - (4) Convent, rectory, or monastery, pursuant to [Section 5.1, D.: Convent, Rectory, or Monastery](#)
 - (5) Dwelling: accessory, pursuant to [Section 5.1, E.: Dwelling: Accessory](#)
 - (6) Dwelling: two-family or duplex
 - (7) Emergency residential facility, provided that not more than fifteen (15) persons are served
 - (8) Home occupation, if the use exceeds the pertinent standards specified in [Section 5.1, F.: Home Occupation](#)
 - (9) Rehabilitation center/transitional living facility, pursuant to [Section 5.1, J.: Rehabilitation Center/Transitional Living Facility](#)

- (10) Tourist home, pursuant to [Section 5.1, K.: Tourist Home](#)
 - b. Commercial uses.
 - (1) Day care center: commercial, provided that it is an accessory use to a religious institution or primary or secondary school and pursuant to [Section 5.2, C.: Day Care Center: Commercial](#)
 - (2) Recreation facility: commercial outdoor
 - c. Public, civic, and institutional uses.
 - (1) Cemetery
 - (2) Government or community services
 - (3) Religious institution
 - (4) School: primary or secondary
 - d. Utility and communication uses.
 - (1) Communication equipment: major, provided that it is located on a parcel for which the principal use is a public, civic, or institutional use, and pursuant to [Section 5.4, A.: Communication Equipment: Major](#)
 - (2) Outdoor wood-fired furnace, pursuant to City of Ashland [Ordinance 750, Section 750.B.17.](#)
 - (3) Utility facilities, pursuant to [Section 5.4, C.: Utility Facilities](#)
 - (4) Wind energy facility, pursuant to [Section 5.4, D. Wind Energy Facility](#)
 - e. Temporary, seasonal, or land filling/excavation uses.
 - (1) Land filling and/or excavation (excluding mining), involving more than fifty (50) cubic yards of material or more than three thousand five hundred (3,500) square feet of land disturbance, and as a separate activity that is not associated with a development permit, pursuant to [Section 6.1, H.: Grading, land filling, and/or excavation.](#)
 - (2) Model home, pursuant to [Section 5.5, A.: Model Home](#)
 - (3) Temporary real estate office, pursuant to [Section 5.5, C.: Temporary Real Estate Office](#)
 - f. Other uses.
 - (1) Accessory building, if the building exceeds the pertinent standards specified in [Section 5.6, A.: Accessory Building](#)
 - (2) Parking lot as the principal use
 - (3) Other uses not specifically listed in this Ordinance, but for which the Zoning Administrator or Designated Authorized Agent has determined that the use is consistent with the intent for conditional uses in this district.
3. **Accessory uses.** The following are permitted as an accessory use to a permitted or conditional use in the R-1 Single-Family Residential District, pursuant to all applicable specific use standards.
- (1) Accessory buildings, pursuant to [Section 5.6, A.: Accessory Building](#)

- (2) Animals: keeping domestic animals, pursuant to [Section 5.6, C.: Animals: Keeping of](#)
- (3) Communication equipment: minor, pursuant to [Section 5.4, B.: Communication Equipment: Minor](#)
- (4) Composting, pursuant to City of Ashland [Ordinance 750, Section 750.B.7.](#)
- (5) Day care: family home, licensed or unlicensed, pursuant to [Section 5.6, D.: Day Care: Family Home](#)
- (6) Fence, pursuant to [Section 6.5: Fences](#)
- (7) Foster care: family home
- (8) Home occupation, pursuant [Section 5.1, F.: Home Occupation](#)
- (9) Landscaping and/or gardening, pursuant to [Section 6.4: Landscaping, Buffers, and Screening](#)
- (10) Off-street parking, loading, and access drives, pursuant to [Section 6.3: Parking and Loading](#)
- (11) Outdoor mechanical and electrical equipment, pursuant to [Section 5.6, E.: Outdoor Mechanical Equipment](#)
- (12) Patio, deck, terrace, and similar uses, pursuant to [Section 5.6, G.: Patio, Deck, Terrace, and Similar Uses](#)
- (13) Signs, pursuant to [Section 6.6: Signs](#)
- (14) Solar equipment, pursuant to [Section 5.6, J.: Solar Equipment and Solar Rights](#)
- (15) Sport court or play equipment for private recreation use, pursuant to [Section 5.6, K.: Sport Court, Play Equipment, and Similar Uses](#)
- (16) Swimming pool, pursuant to [Section 5.6, L.: Swimming Pool](#)
- (17) Temporary construction building, pursuant to [Section 5.5, B.: Temporary Construction Building](#)
- (18) Other accessory uses incidental and customary to permitted and conditional uses of this district as determined by the Zoning Administrator or Designated Authorized Agent.

C. Dimensional Requirements

- 1. **Parcel requirements.** The minimum parcel requirements in the R-1 District shall be as follows, except as may be modified pursuant to [Section 10.3: Nonconforming Parcels](#).
 - a. Minimum parcel area.
 - (1) Dwelling: single-family detached. Seven thousand (7,000) square feet.
 - (2) Other residential use. Ten thousand five hundred (10, 500) square feet.
 - (3) Other principal use. Fourteen thousand (14,000) square feet.
 - b. Minimum parcel width.
 - (1) Dwelling: single-family detached. Fifty (50) feet.