THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON
at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABLITY 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

Access Code: 500-263-957

ASHLAND CITY COUNCIL MEETING
Tuesday, February 8, 2022 – 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. **January 25, 2022 City Council Meeting Minutes**
4. **CITIZEN PARTICIPATION PERIOD**
5. **MAYOR'S REPORT**
   A. **Announcements**
   B. **Appointments**
   C. **Presentation and Report of the Policing Task Force**
6. **CONSENT AGENDA**
   A. **Miscellaneous Meeting Minutes**
7. **NEW BUSINESS**
   A. **Approve a Resolution to Proclaim the Third Weekend in May as the Observed Migratory Bird Day in Ashland, Wisconsin** *(Parks)* Roll

B. **Approve Development Agreement between the City of Ashland and Superior View Cottages, LLC for Residential Construction on the Timeless Timber Site** (*Planning)* Roll

C. **Approve an Agreement between Northwest Regional Planning Commission (NWRPC) and the City of Ashland for Administration of the Community Development Block Grant (CDBG) Housing Rehailitation Revolving Loan Fund (RLF) Program** *(Planning)* Roll

D. **Approve a Professional Design Engineering Services Proposal from Cedar Corporation for Design of a Center Turn Lane to Access 23rd Avenue East** *(Planning)* Roll

E. **Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 6th Street East Street Reconstruction and Utility Replacement Project** *(Public Works)* Roll

F. **Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 2022 Sanitary Sewer Replacement Project** (Public Works) Roll

G. **Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 2021 Alley Sanitary Sewer Replacement Project** *(Public Works)* Roll

H. **Approve a Resolution Authorizing the Issuance and Sale of Up to $623,081 Sewerage System Revenue Bonds, Series 2022, and Providing For Other Details and Covenants With Respect Thereto, and Approval of Related $1,373,081 Financial Assistance Agreement** *(Public Works, Finance)* Roll

I. **Approve to Purchase a John Deere 544P Wheel Loader from McCoy Construction Forestry for the Public Works Department** *(Public Works)* Roll

J. **Consider a Request from Breath of Life Pregnancy Resource Center for Forgiveness of the City of Ashland's Portion of Their 2021 Property Taxes** *(Clerk)* Roll

K. **Adopt the City of Ashland Strategic Plan and the Implementation Plan** (Administration) Voice

8. **ENTER CLOSED SESSION Roll**

A. **CLOSED SESSION Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal council 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*

B. **CLOSED SESSION Pursuant to WI Stat. 19.85(1)(e): "Deliberating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session."** *(421 Lake Shore Drive West) Administration*

C. **RETURN TO OPEN SESSION** Voice

D. **REPORT OF ACTION TAKEN DURING CLOSED SESSION**

9. **ADJOURNMENT**

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

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

THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON at CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI WITH THE AVAILABLITY 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

Access Code: 500-263-957

ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, January 25, 2022 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, January 25, 2022 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 Tochterman, Eric Lindell, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: Kevin Haas (excused)

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

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. January 11, 2022 City Council Meeting Minutes

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

4. CITIZEN PARTICIPATION PERIOD

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

Zygmund Jablonski, 916 6th Avenue West, commented on an incident involving the Michels Corporation in the City of Spooner, Wisconsin and the City of Ashland's use of this contractor.

5. MAYOR'S REPORT

A. Announcements

Lewis shared an article in Northland College's The White Paper publication, "Aversion to Diversion", referencing a Bayfield County resident's proposal to bottle and sell artesian well water. She commented on the recent garbage and recycling collection issues, stating that it seems Republic Services are close to catching up on their services and things should be back to normal in the very near future. The Administrator will be reaching out to Republic to work together on a better communication process. Implementation of the Strategic Plan is happening this week, January 24 through 28, 2022. A final plan will be brought to Council in February for formal adoption.

6. CONSENT AGENDA

A. Approve the Appointment of City of Ashland Treasurer/Comptroller According to Chapter 31 Establishment of City Treasurer/Comptroller, Ashland City Ordinances *(Administration)*

B. Approve to Renew a Fire Department / DNR Memorandum of Understanting for Mutual Aid and Fire Suppression Services *(Fire Department)*

C. Approve to Amend the Effective Date for Chapter 860 Motor Vehicle Registration Fee, Ashland City Ordinances, per Wisconsin Statutes Trans 126.02(4) *(Clerk)*

D. Approve Schedule of Appointment of Agent Application for Krist Food Mart #65, 521 Lake Shore Drive East, Ashland, Applicant: Rebecca Olby *(Clerk)*

E. Miscellaneous Meeting Minutes

Lindell moved, seconded by Moore approve the Consent Agenda. The motion passed 6-2 by voice vote; opposed were Franek and Pufall.

7. NEW BUSINESS

A. Approve a Resolution to Schedule a Public Hearing for the Vacation of a Portion of Undeveloped Right-of-Way Known as Outlot A of Certified Survey Map (CSM) #474; Applicant: Ashland Industries *(Planning)* Roll

Lindell moved, seconded by Ortman to approve the resolution. The motion passed unanimously by roll call vote.

B. Approval of the City of Ashland Emerald Ash Borer (EAB) Readiness Plan *(Parks)* Voice

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

Lewis reminded Council of Chapter 51.23(d) which states that a Councilor cannot change their vote.

C. Approve to Accept a Professional Preliminary Engineering Services Proposal from Cedar Corporation to Complete Preliminary Design of the Ore Dock Access Road Project *(Public Works)* Roll

Ortman moved, seconded by Lindell to approve the proposal for $36,000. The motion passed unanimously by roll call vote.

D. Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2022 Watermain Improvements Project *(Public Works)* Roll

Seefeldt moved, seconded by Moore to approve the preliminary resolution. The motion passed 5-3 by roll call vote; opposed were Ortman, Franek and Pufall.

8. CLOSED SESSION (Roll)

Before voting to move into Closed Session, Lewis requested that Planning Director McBride attend closed session.

Lindell moved, seconded by Ortman to enter into Closed Session. The motion passed unanimously by roll call vote.

A. Closed Session per Wisconsin Statute (19.85(1)(e) "Deliberating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session." *(421 Lake Shore Drive West) (Administration)*

B. Return to Open Session (Voice)

Lindell moved, seconded by Ortman to return to Open Session. The motion passed unanimously by voice vote.

C. Report on Action Taken during Closed Session

Lewis reported that discussion was held without action.

9. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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

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

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS:

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:

SUMMARY STATEMENT:

The Mayor respectfully requests approval of the following appointments;

Harbor Commission: Peter Hurlevi, term expires: July 31, 2025

SUBJECT: **Presentation and Report of the Policing Task Force**

RECOMMENDATION: Discussion.

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor
Clerk
Policing Task Force

EXHIBITS:

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:

In March 2021,with the approval of City Council, the Mayor convened a City of Ashland Policing Task force with the following goals in regard to the City of Ashland Police Department:

1/ Create a safe, constructive, "honest" forum for hearing and understanding relevant local concerns with racial justice and law enforcement, with the desire to:
- **-improve our community by building bridges across racial lines;**
- **-build new relationships between tribal and municipal government;**
- **-influence attitudes of local law enforcement;**
- **-bring people together who do not typically talk to one another;**

2/ Create bonds between organizations and constituents that do not usually work together
3/ Upon conclusion of the dialogue sessions, to provide feedback and constructive recommendations to the Ashland City Council of findings from the community dialogue process, to include recommendations for future data collection.

The following persons participated on the Policing Task force: Co-coordinators Essie Leoso-Corbine and Stacy Craig, Cheyenne Otto-Defoe, Laura Nagro, Dylan "Bizhikiins" Jennings, Kate Siegler, Chief Bill Hagstrom, Lt. Brandon Marten. Members of the Committee will attend and provide a written and

oral report to the Council with an opportunity to answer questions.

ASHLAND BEAUTIFICATION COUNCIL
MEETING
Monday, November 1st, 2021
6:00 PM
Vaughn Library 2nd Floor Meeting Room

1. Roll Call

David Askue	68.5
Susan Askue	10
Shawna Johnson	86.75
Layne Richardson	37.5
Kay Saari	78
Jeanne Spruell	44
Beth Strauss	42
Mary Zinnecker	79.5
Absent: Chris Oreskovich	63
Elaine Peterson	108
Volunteers:	
Marla Mattson	4.5
Matt Johnson	1.5
Nola Bohn	1
Laura Bohn	3
Susan Askue	7
Joyce Goglin	86
Kelly Ross	3
Linda and Ed Calhan	12

2. Approval of October 4th, 2021 Meeting Minutes: Motion: David Second: Kay Vote: Aye

3. Administrative:
Log Volunteer Hours
Treasurer's Report: $225 spent for mulch and will be taken out of Monday Club donations.

4. Old Business:
Review 2021 BC Budget: $0.00 remaining in 2021 budget. $2329.66= total spent for 2021.
Review 2021 Calendar
Bulbs Planting: Nearly finished

Storage Space: ABC will use existing shed space near city hall and the post office to store tools, cart, signs, etc. Rechargeable batteries for power tools will still be stored at Mary and Jeanne's house.

5. **New Business**:
   Garland Wrapping: Mary will confirm time and date for garland wrapping at the fire station
   Annual Plant Order: Hauser's needs our 2022 annual plant order by Dec. 15, 2021. ABC members should have their selections sent to Shawna by Dec. 1, 2021 so she can compile the order and send to Hauser's.
   Holiday Get-together: ABC member potluck set for Monday dec. 13, 2021 at 6 pm. No formal meeting planned.

6. **Project Plans/Updates:**
   - Crest Gardens: mulching is ongoing. Mary proposed adding penstemon and Russian Sage in the spring
   - Pearson Plaza/Otis Park: progress looks good. Mary proposed adding Sedum and Ajuga in the spring
   - Bayview Park: cutting back spent flowers
   - Ellis Avenue: clean up continues
   - Beaser Avenue: netting will stay on hydrangeas
   - 3rd Street Planters: cleaned out
   - City Hall: getting cleaned out
   - Public Works Planters: cleaned out
   - Boat Landing: cleaned out. Consider new design for next year, no annuals
   - Memorial Park: no report
   - Jane Smith Memorial: bulbs planted

7. **Next Meeting: (Tentative) Monday, March 7th, 2022 at 6 pm, Vaughn Library 2nd Floor Meeting Room**
8. **Adjournment: 7:00** Motion: David Second: Beth Vote: Aye

Respectfully submitted,
Shawna Johnson

Lloyd Orensten called the Airport Commission meeting to order at 4:30 p.m., November 18, 2021.

AGENDA ITEM 1: ROLL CALL

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

AGENDA ITEM 2: APPROVAL OF MINUTES (September 23, 2021)

A motion was made by Bouchard second by Huber to approve the September 23, 2021 meeting minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD
None

AGENDA ITEM 4: COMMISSION ITEMS

- 100LL Sump Installation
  - Job has been completed
- 100LL Fuel Dispenser and Hose Reel
  - Both jobs have been completed. There is now a brand new hose reel but the old hose reel was kept because there is still 2 years left on it.
- SRE Update
  - SRE has been received, there was a problem with the equipment and a tech is being sent out to help repair the equipment. Old backup equipment is being used in case of snowfall.
- Net Jets
  - Net Jets is back to using the airport, and they no longer deem the runway as unsafe.
- 2021 Crack Seal Project
  - Project cost an unexpected $6,000 extra because additional work was completed. Originally the project was only going to repair the center of Runway 06220 but after speaking to the Bureau completing the rest of the airport would only cost 6 cents on the dollar, so it decided that everything would be included in the project.
- Runway Stripes Repainting
  - Airport Manager Moore called the Bureau and they agreed to repaint everything for no additional cost.

AGENDA ITEM 5: AIRPORT MANAGER'S REPORT

Moore began by asking the commission to consider a propane heater/potbelly stove for heating the terminal. He stated that it is very difficult to control the temperature in the terminal and would save on electricity costs for the Airport. He would like to find a heater option that will fit the theme of the airport terminal. Moore stated that there is still remaining ARPA funds totaling $32,000 and another fund account totaling $32,000, and he will find out numbers and will email them to the commission. The center hanger has been purchased and the owner would like to heat their hanger with propane. During the winter the snow banks get up to 6 feet tall by the propane tank behind that hanger. When the ground freezes Moore would like to plow to the propane tank so the propane truck can reach the tank, the commission stated that this would be fine. Fuel oil dispenser Upgrades are being made to the fuel oil dispenser, they will be replacing the filter, putting on a new hose, adding a swivel, and fixing a small leak. Both Bill Moore and John Sill have been trained to operate the new SRE equipment, anyone not fully trained will not be able to operate the equipment. There were 7 deer spotted by one of the runways so the Airport was given 7 tags from the DNR and Moore has already issued 5 of those tags. Next, Moore stated that there are 2 runway lights that are out and 1 reel is out. Lastly, there was discussion about lot space rates in the City and the County, currently at 10 cents a square foot for lot spaces, Moore asks the Commission to consider 11 cents a square foot for lot spaces. The Commission would like to recommend adding the increase of lot spaces to the December meeting.

AGENDA ITEM 6: APPROVAL OF BILLS

The list of bills was presented by Orensten. The total amount of the bills from the last 2 months came to $59,196.87. Motion made by Bouchard seconded by Huber to approve the bills as presented. The motion passed unanimously.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held on December 23, 2021 at 4:30pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Minutes respectfully submitted by Chelsea List

Find yourself next to the water.

ASHLAND

WISCONSIN

City of Ashland, Wisconsin ~ Parks and Recreation Department

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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Monday December 20, 2021 5:00 pm

Online

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

https://global.gotomeeting.com/join/626328757

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (571) 317-3129

Access Code: 626-328-757

I. Call to Order 5:05pm

a. Roll Call

Present: Kevin Haas (arrived at 5:08), Dave Ullman (arrived at 5:07), Mike Amman, Kelly Westlund, Sarah Jackson, Dawayne Lampson,

Excused: Meghan Tumas

From APR: Linda Simanovsky, Sara Hudson

Public: Mary McPhetridge – Ashland Chamber, Ben Thoen - BATB

b. Agenda Modification

Move agenda item 3 to the first spot.

Motion by Westlund, second my Amman; all in favor.

c. Approval of Minutes

i. Approval of Oct 18, 2021 Minutes

Motion Amman, second by Lampson; all in favor

II. Public Comment Period

Mary McPhetridge was present at the meeting and gave background information on the room tax how it is divided up. McPhetridge stated that 30% is given to the City of Ashland. McPhetridge stated that she thought that the money that the City puts into the waterfront redevelopment fund from the hotel and motel tax should be put into the PW budget to help offset costs. She also estimated that the City makes ~$2000 over the weekend based on Hotel/ Motel taxes.

Ben Thoen then spoke that the BATB wants to support the City and all the work that is done to make the BATB happen. He stated that the explanation Hudson gave over email was good.

III. Information Items

- Parks and Recreation Updates
  - Parks Projects Updates
    - The City's Tree Lighting Ceremony was held on Saturday November 27 at the Plaza Park

- Bollards/boulders have been placed at the Hot Pond to deter traffic on the lawn. Xcel Energy paid for the rock and the PW crew placed it.

- Recreation Updates
  - Rowan Koester-Jess, who has been with the department for almost 2 years has left to pursue other options. She will be greatly missed. Joey Eldridge, a Northland College Senior, has been hired to assist in running the No School Day and other programs.
  - BCC has opened up group (birthday party) rentals starting in Nov. The capacity ha sbeen limited to 25 people.
  - A FIKA Puppy Training Class with Charmaine Swan will be in the BCC Game Room in January.
- Urban Forestry
  - The City of Ashland was awarded a 2022 DRN Urban Forestry Grant for $18,313.00. This money will be used to update the tree inventory, continue reforestation efforts, dangerous tree removal and implementation of the Emerald Ash Borer Plan
  - 2021 DNR Urban Forestry Grant needs to be closed out by 12/31/21. Sara was not able to attend a DNR Community Tree Management Institute in 2021 has paid the tuition to attend in 2022 (dates TBD).

V. Business Items:

- Discussion and Recommendation on a User Fee for Book Across the Bay
  - City staff is seeking about charging a user fee ($500), asking for a donation and/or request to be named a sponsor/supporter of this event for the time that the City Staff puts into preparing the site for the BATB. On average City staff puts in 30 hrs/year to prep the site, ~ $2000 (includes staff, equipment and materials (sand/salt)). The City makes no direct benefit from the event, indirectly it does thru property taxes and hotel/motel taxes. Hotel/Motel taxes, as an FYI, go into the Waterfront Redevelopment Fund which is used as a grant match for waterfront redevelopment projects. None of this money goes directly into the City's general operating fund. Attached is a spreadsheet from PW for time for the event and an email from Ben Thoen and Andy Matheus of BATB.

  - Hudson explained why this is being proposed; Westland asked about the local grant program that the BATB had. Thoen explained that in 2016 that shifted to ensure the sustainability of the organization and a Work Group Fund was created. BATB then give a certain % of the proceeds to groups who work/volunteer at the event. This is managed by the BATB BOD and the Chamber. These work groups must work a certain hours or jobs to earn this $. Westlund asked if the City could be one of these benefactors. Thoen stated they could be if they did the work. Hudson asked for a clarification on the statement: would it be the work that is done or additional work. The BOD needs to have a better understanding of PW hours that go into the prepping event (Itemized). McPhetridge stated that she would like to know what specific things the crew is doing to prep the site, she may be able to find volunteers to help with those tasks. She and BATB would like to meet with City Staff to have the conversation and have a better understanding of the work that is done for the event. Amman asked Hudson what the City would like to gain from this. Hudson stated that there is no MOU with the BATB for the event and the City would like to recuperate some costs/user fees for hosting the event. McPhetridge reiterated that the City does directly make money off the event they just choose it to go into fund 453. Haas asked what the Chambers is charged for the Bay Days, Hudson answered that they are charged $75 for pavilion and special events fees. Hass also stated the there is a valid point to recoup costs for hosting big events. McPhetridge stated that the group needs to have a better understanding of what PW is doing to prep the space for the event. Thoen stated that Washburn recently discussed a similar issue discussed charging for parking at the event. Ullman was surprised to hear that there is no MOU between the City and the BATB and one should be worked on. Simanovsky also stated that having the BATB take on more work is not a good idea, as it is a liability for the City. Haas stated that working on an MOU for 2023, not charging in 2022 but asked to be a supporting sponsor. Amman stated that the City does need to try and make some money directly from large special events, all government budgets are shrinking, and that we need to have an understanding of what each entity is responsible for (roles).. . Westland stated that City staff also needs to better track what is done for each event and take pictures of damage or area that are not cleaned up after the event. Haas suggested that the BATB put on the registration form to donate X dollars to Washburn and Ashland Parks and Recreation Departments. Haas and other members agreed that a user fee for large events, where City staff spends a large amount of time prepping and clean up after the event, needs to be discussed.

  - Westlund motion to ask the BATB to name the City of Ashland as a sponsor of the event for 2022 and a work on an MOU for 2023 using clear data from 2022 event prep. Second by Haas. All in favor.

- Approval to work with Renz Weed Science Lab at UW-Madison on a woody invasive plant management demonstration plots in Prentice Park.
  - The Renz Weed Science Lab at UW-Madison has applies for a Wisconsin Coastal Management Grant to control invasive species. They are looking to partner with the City of Ashland and if awarded the grant, they would like permission to set up woody invasive plant management demonstration plots in Prentice Park. The management would happen in summer 2022 and would involve multiple techniques, including mechanical and chemical control. We would provide informational signage to explain what is happening, and we would ask that the signage remain until we host the field day to visit the site in summer 2023. APR staff is seeking approval to enter into the partnership if this grant is awarded as Prentice Park has a vary large variety of invasive species (buckthorn, Japanese honeysuckle and tansy).

  - Motion to approve working with UW-Madison Renz Weed Science Lab by Amman, second by Jackson. Unanimously all in favor.

- Discussion to update the City of Ashland's Tree List
  - Meghan Tumas brought this up, WICC and the WDNR have released an assessment of tree vulnerability for Ashland, WI. This data relates to similar data released by the Northern Institute of Applied Climate Science (NIACS) was used to create the City of Ashland's Tree list in 2020.
  - Members supported changing the tree list to reflect science. Haas made a motion to table to the next meeting, second by Amman. All in favor, motion carries.

VI. Next Meeting Date

Monday January 17, 2022 at 5:30 pm virtually.. Motion by Haas, second by Westland. All in favor

VII. Comments and Questions

VIII. Adjourn
Motion from Jackson
Second by Amman
Unanimously approved

Ashland Oredock Charitable Trust Meeting Minutes
8:00 Am Tuesday, January 11, 2022

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/210056789
You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
Access Code: 210-056-789

Minutes

1. Call to Order
   a. Hudson asking for a volunteer to run the meeting in the absence of Beirl, Monroe agreed.
   Called to order at 8:05am

2. Roll Call
   a. Present: Hudson, Monroe, Lewis, Ronning, LePean, McBride, Kucera, Rivard, Pufall
   b. Excused: Beirl, George

3. Approval of Agenda Items
   a. Motion to approve by Lewis, second by Ronning. Motion passes

4. Approval of Minutes from September 7, 2021.
   a. Motion to approve Sept 7 meeting minutes by Rivard, second by Lewis. Motion passes

5. Financial Updates

6. Business Items
   A. Approve SmithGroup Task Authorization No. 7 - Ore Dock Design Services for Phase 2 Diamond Access Construction Documents and Construction Administration
   Hudson reviewed the task order and the funding. Pufall commented that he want to ensure that there is enough funding to maintain the Oredock into perpetuity. Lewis commented that the intent of this project was get to the end of the 1923. Pufall asked if a wider walkway was needed, Lewis and Monroe have the reasons why a new walkway is needed: does not meet ADA compliancy, ACOE lease agreement with a railing, deterioration of the existing walkway and safety. Motion to approve Task Authorization #7 LePean, second by Monroe. All in favor, motion passes.

B. Continued Discussion on the Creation of an Ashland Oredock Maintenance Fund: Initial Investment Amount.

Hudson introduced the item and asked Kucera to present the information. Kucera presented that the trust has ~$2.7M in its investment (based on the City Finance Director's calculations). Kucera stated that there is some basic work that needs to be done on the dock: Phase 2 EPA clean up, installation of Oredock tower lights, ore chute installation, and basic maintenance. Minus these estimates, Kucera estimates that there will be ~$1,040,000.00 for additional projects and a perpetual care fund. Rivard asked how these funds will be invested. Hudson stated she is looking for a dollar amount to invest before we research the investment options. Monroe stated he would like to see what the Diamond Access project costs are before the Trust commits a dollar amount. Lewis stated this is an important topic and would like to wait until there are more Trust members present. Ronning stated she thought that $500k is a lot of money, maybe put $300k away and have an annual fundraiser. LePean would like to see the actually costs. Hudson resent the Oredock Asset Depreciation Spreadsheet to the Trust. Lewis brought up Beirl' s idea of disbanding the Trust. Monroe stated his concerns for this and feels that the Trust has served its purpose and does agree that after these projects are done, the future of the Trust can be discussed.

Pufall and Rivard left at 8:33am

7. Other Business
    a. None

8. Next Meeting Date.
    a. End of February to approve Bids for Diamond Access

9. Adjournment
    a. Motion by Lewis, second by LePean. All in favor. Meeting ended at 8:45

SUBJECT: **Approve a Resolution to Proclaim the Third Weekend in May as the Observed Migratory Bird Day in Ashland, Wisconsin *(Parks)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES:

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The Ashland Parks and Recreation Department is asking approval from Council of the resolution to proclaim the third weekend in May as Observed International Migratory Bird Day (IMBD) in Ashland, Wisconsin.

Being a designated Bird City has many benefits including tourism dollars, habitat conservation information, and networking. Bird watching is one of the fastest growing forms of outdoor recreation in the US. Migratory birds play an important environmental role in Northern Wisconsin by controlling inset pests, and an economic role in the community by generating recreational revenue.

The Chequamegon Bay Birding & Nature Festival returns to Ashland from May 19 through 21, 2022. This proclamation supports the efforts to protect and conserve migratory birds and their habitats in our community.

RESOLUTION NO. 17669

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

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

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

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

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

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

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

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

PASSED: February 8, 2022

____
Councilperson

ATTEST: ______________________________
Denise Oliphant, City Clerk

____
Debra Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

SUBJECT: **Approve Development Agreement between the City of Ashland and Superior View Cottages, LLC for Residential Construction on the Timeless Timber Site (*Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Attorney
Planning Director
Public Works Director

EXHIBITS:

1. Proposed Development Agreement between the City of Ashland and Superior View Cottages, LLC
2. Certified Survey Map Subdividing Timeless Timber Site for Residential and Commercial Redevelopment
3. Approved Real Estate Purchase Agreement with The Commonwealth Companies, November 2020
4. Draft Site Plan for Superior View Cottages Residential Development

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 1, 2022, that The Commonwealth Companies 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. The Comprehensive Plan recommends careful disposition of City-owned land with the Timeless Timber site as one of the most significant land holdings. The proposed Development Agreement would facilitate this goal, while meeting the community need for affordable housing which was also identified in the Comprehensive Plan.

SUMMARY STATEMENT:

The City approved a Purchase Agreement with The Commonwealth Companies on November 17, 2020 to facilitate residential redevelopment of the southern portion of the Timeless Timber Site. The proposed

Development Agreement has been reviewed and approved by the City Attorney to specify terms of land transfer, expectations and timelines related to development activities, and protection of the City's interest in the event that construction would not move forward. The proposed Site Plan identifies construction and use of a private drive connecting from 6th Street East to 22nd Avenue East, and therefore all new infrastructure through this project would be owned and maintained by the developer. Therefore, the proposed development would generate significant tax revenue, add 50 units of accessible, affordable housing to Ashland's housing stock, and would not create additional infrastructure maintenance demands for the City.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this __ day of ___________, 2022 at Ashland, Wisconsin, by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, Wisconsin, 54806 ("City") and Superior view Cottages, LLC. ("Developer"), PO Box 1658, Fond du Lac, WI 54936 (collectively, the City and Developer shall be referred to as the "Parties").

RECITALS

WHEREAS, the City has a need to provide for more residential housing options for residents within the City of Ashland; and

WHEREAS, Developer has proposed construction of a residential housing development within the City of Ashland that would provide housing that meets the diverse needs of the City; and

WHEREAS, the City and Developer have entered into a contract for the transfer from the City to Developer a portion of Parcel ID: #201-03611-0200, located at 2200 Lakeshore Drive East; more specifically shown and described as Lot 1 of Exhibit 1 attached hereto ("Lot 1"), to be recorded as a Certified Survey Map at the Office of the Ashland County Register of Deeds as described in this Agreement; and

WHEREAS, on November 17, 2020, Ashland City Council approved the purchase agreement between the City and Developer (the "Purchase Agreement"), which was contingent upon both parties executing this Development Agreement; and

WHEREAS, after considering public input at their meeting on February 23, 2021, the City of Ashland Committee of the Whole directed staff to continue negotiations to finalize this Development Agreement with the Developer; and

WHEREAS, the sale of Lot 1 from the City to Developer would provide a public benefit to the City by allowing Developer to develop Lot 1 to provide additional residential housing options within the City.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the partners agree as follows:

A. Transfer of Property

1. **Transfer Price**. The land roughly identified as Lot 1 in Exhibit 1[1], shall be transferred to the Developer for $1 per the Purchase Agreement approved by Ashland City Council on November 17, 2021. The Developer agrees that the land must be developed as an affordable housing project, and the Developer agrees to enter into a land use restriction agreement with the Wisconsin Housing and Economic Development Authority (the "LURA") restricting the use of the land as an affordable housing project for a term of at least 15 years pursuant to the requirements of the LURA.

2. **Subdivision of Property**. The parcel (#201-03611-0200) shall be subdivided by Certified Survey Map ("CSM"), with Lot 1 as roughly identified on Exhibit 1, to be transferred to Developer pursuant to subparagraph 3, below.

[1] The location of Lot 1 in Exhibit 1 is a rough depiction of the area of land to be transferred. Exhibit 1 shall be amended to consist of the Certified Survey Map showing the actual land to be transferred once said CSM has been recorded.

3. **Transfer of Property**. The Parties intend to close on the property transfer on or before April 1, 2022, but in no event shall such closing be later than June 1, 2022, as provided in the Purchase Agreement. The City shall transfer Lot 1 to the Developer within 30-days upon completion of the following requirements:
    a. Approval by the City of all plans for the Development consistent with Section B herein, including (i) development permit for zoning use of property (acquired through the Planning Department); (ii) Final site plan approval by Plan Commission and completion of all Site Plan conditions of approval; (iii) issuance of building permit by the City.
    b. Approval by the Wisconsin Department of Safety and Professional Services for all necessary building plans for the Development.
    c. Developer must provide the City with financial assurance that it can complete the construction of the Development consistent with the plans approved by the City. The acceptance of the adequacy of the financial assurance commitment shall be at the discretion of the City. The financial assurance may include, but is not limited to, i) guaranteed commitments from investors; ii) irrevocable letters of credit; iii) any other proof of financial means to complete construction by Developer.

B. Plans and Permits

1. **The Development**. Developer has proposed to develop Lot 1 substantially in compliance with the proposals attached as Exhibit 2 (the “Development”). The Parties acknowledge that final development plan may vary slightly from the attached proposals, but it is the intent of the Parties to incorporate as much of the proposals as feasible in the final development construction.[2]

2. **Development plans and specifications**. Except as provided herein, Developer shall submit all drawings, elevations, plans, specifications, and other documents and information, and all other matters required by the City for approval of the plans and specifications for the Development in accordance with the normal practices and procedures of the City. Developer agrees to pay all standard development, license, permit, and other fees for the improvements as provided for in the City's Comprehensive Fee schedule and as required by the State of Wisconsin, and will not seek reimbursement from the City for the cost thereof, except as may otherwise be specifically provided herein. Consistent with Section A.3.a, herein, Developer shall submit applications for, and receive approval of, all necessary zoning and building permits required for the Development prior to transfer of Lot 1 to the Developer.

3. **Green Infrastructure**. Developer shall incorporate green infrastructure elements into its final Site Plan.

4. **Gardening Space**. Developer shall include gardening space on-site that is available for use by residential tenants.

5. **Compliance with codes, plans and specifications**. All construction shall be in compliance with: (a) all applicable municipal ordinances of the City; (b) all other applicable laws, ordinances, regulations and requirements; and (c) all provisions of the plans and specifications relating to the projects.

[2] The proposed plans in Exhibit 2 are conceptual plans presented to the City for the initial consideration of this development project. After Developer has submitted and received approval for necessary building and zoning permits and site plan for the Development, the Exhibit 2 attached hereto shall be amended to consist of said approved permits and site plan for the Development.

6. **Site work**. Developer shall comply with all grading, erosion, and soil control requirements affecting the property in accordance with all applicable federal, state, county and City regulations, guidelines, specifications, laws, ordinances, and permits.

7. **Permit copies**. Developer shall provide and submit to the City, valid copies of any and all governmental agency permits relating to the projects, issued by any agency other than the City.

8. **Record Drawings**. Developer will provide, no later than 4 months after substantial completion of the Development, a complete set of record drawings, both as hard copy and in a digital DWG format, with reference to Ashland County coordinates.

C. Indemnification

Developer will indemnify and hold harmless the City, its governing body members, officers, agents, including independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "City Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any duty or warranty by Developer under this Agreement or in relation to any activities authorized by this Agreement; provided that the foregoing indemnification shall not be effective for any negligent acts, misrepresentation or willful misconduct of the City Indemnified Parties. Except for any negligent acts, misrepresentation or any willful misconduct of the City Indemnified Parties, Developer will protect and defend the City Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of Developer (or other persons acting on its behalf or under its direction or control) under this Agreement or in relation to any activities authorized by this Agreement.

The City will indemnify and hold harmless Developer its officers, agents, including independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the “Developer Indemnified Parties”) against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any duty or warranty by the City under this Agreement or in relation to any activities authorized by this Agreement; provided that the foregoing indemnification shall not be effective for any negligent acts, misrepresentation or willful misconduct of the Developer Indemnified Parties. Except for any negligent acts, misrepresentation or anywillful misconduct of the Developer Indemnified Parties, the City will protect and defend the Developer Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the City (or other persons acting on its behalf or under its direction or control) under this Agreement or in relation to any activities authorized by this Agreement.

D. Default/Remedies

Event of Default

An Event of Default includes, but is not limited to, any of the following:

1. The failure by Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed when and as required under this Agreement, including but not limited to the revocation, invalidity, or withdrawal of any of the financial assurance required in paragraph A.3.c. This shall be a default unless, within thirty (30) days after written notice to Developer of such failure, the Developer cures such failure provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if Developer commences to cure such matter within the thirty (30) day period and thereafter reasonably and

continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default;

2. The failure by the City to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within thirty (30) days after written notice to the City of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if the City commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default; or

3. Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings, which are not dismissed within sixty (60) days of their filing.

Remedies on Default. Whenever an Event of Default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

1. The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement. The non-defaulting party shall have the right to take over the work of the defaulting party so that the relevant work may be completed at the cost of the defaulting party;

2. Any other remedy allowed at law or in equity or by statute.

No Remedy Exclusive. No remedy or right conferred upon or reserved to the parties in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

No Implied Waiver. In the event any covenant contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

E. Assignment

No assignment of any rights or obligations under this Agreement shall be made without the written consent of the other party.

F. Amendments

The City and Developer may only amend or modify this Agreement by written agreement duly authorized and signed by the City and Developer.

G. Condition Precedent for Effectiveness of Agreement

This Agreement is only effective if the parties close on the sale by the City and the purchase by Developer of Lot 1 as shown in Exhibit 1, and shall be null and void if no such sale occurs.

H. Non-Development

1. Commencement of Construction. The City has agreed to sell Lot 1 to Developer for one dollar with the intent that said Lot 1 be developed consistent with the plans contained in Exhibit 2.[3] If construction of the Development has not commenced by December 31, 2023, the Developer shall transfer the entire Lot 1 back to the City at no cost to the City. In such event, the City shall not be responsible for any costs, expenses, damages, time, or other damages incurred as a result of Developer's failure to commence the development in a timely manner.
2. Extension of Deadlines. The City shall extend the deadlines contained in this Section H for an additional 12-months upon request of the Developer, if the Developer provides good cause as to why the construction has not commenced and/or been completed by the required timelines herein.

I. Additional Provisions

Conflicts of Interest. No member of the, governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, or the projects, or any contract, agreement, or other transaction contemplated to occur or be undertaken hereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses, and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the plans and specifications, or any part thereof of the projects, or to impose any limitations, restrictions, and requirements on the development, construction, and/or use of the projects as a condition of any such approval, license, or permit; including, without limitation, requiring any and all other development and similar agreements.

Headings. Descriptive heading are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

[3] Including any amendments to Exhibit 2 pursuant to Note 2, above.

To the City:	City of Ashland 601 Main Street West Ashland, WI 54806 Attn: City Administrator
With a copy to:	City of Ashland 601 Main Street West Ashland, WI 54806 Attn: Director of Planning and Development
To: Superior View Cottages, LLC	Jonathan Nesburg 24 South Brooke Street Fond du Lac, WI 54935 Attn: Jonathan Nesburg

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery.

Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between Developer and the City with respect to the matters set forth herein.

Governing Law and Venue. This Agreement shall be construed in accordance with the law of the State of Wisconsin. The venue for any dispute which cannot be amicably resolved shall be the Circuit Court for Ashland County, Wisconsin.

Cooperation. The City and Developer agree to cooperate in the reasonable prosecution of applications made by any party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions and projects contemplated by this Agreement. The City and Developer. each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Approved: TBD

CITY OF ASHLAND

By:

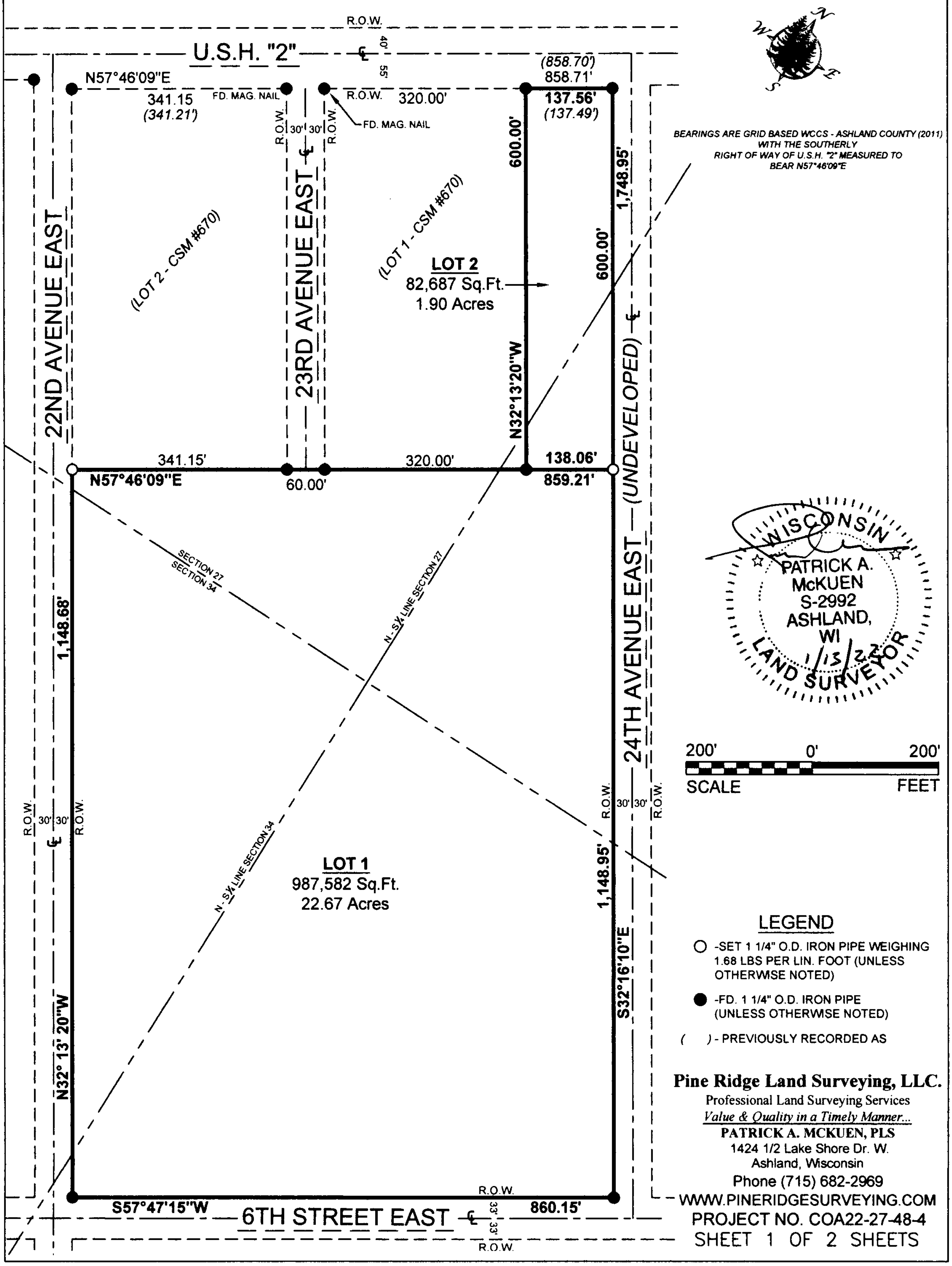
Superior View Cottages, LLC
By: Superior View Cottages MM, LLC
Managing Member
By:_______________________________________
Its:_______________________________________

DOCUMENT NO **357772**
Received for Record on
01-17-2022 at 8:00 AM
Julie M. Gleeson
JULIE M GLEESON
REGISTER OF DEEDS
ASHLAND COUNTY, WI
Pages: 2
Fee Amount: $30.00

ASHLAND COUNTY
CERTIFIED SURVEY MAP NO. 155

A SUBDIVISION OF LOT 2 OF CSM #670 AS RECORDED IN THE ASHLAND COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 341375 IN VOL. 4, PAGES 239 - 241 LOCATED IN LAKE SHORE ADDITION SAID LANDS BEING IN THE SW ¼ AND THE SE ¼, SECTION 27 AND THE NW ¼ AND THE NE ¼, SECTION 34 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.

VOL 5 PAGES 77-78
OF CERTIFIED SURVEYS



LEGEND

○ -SET 1 1/4" O.D. IRON PIPE WEIGHING 1.68 LBS PER LIN. FOOT (UNLESS OTHERWISE NOTED)

● -FD. 1 1/4" O.D. IRON PIPE (UNLESS OTHERWISE NOTED)

( ) - PREVIOUSLY RECORDED AS

Pine Ridge Land Surveying, LLC.
Professional Land Surveying Services
Value & Quality in a Timely Manner...
PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin
Phone (715) 682-2969
WWW.PINERIDGESURVEYING.COM

PROJECT NO. COA22-27-48-4
SHEET 1 OF 2 SHEETS

ASHLAND COUNTY
CERTIFIED SURVEY MAP NO. 155

A SUBDIVISION OF LOT 2 OF CSM #670 AS RECORDED IN THE ASHLAND COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 341375 IN VOL. 4, PAGES 239 - 241 LOCATED IN LAKE SHORE ADDITION SAID LANDS BEING IN THE SW¼ AND THE SE¼, SECTION 27 AND THE NW¼ AND THE NE¼, SECTION 34 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.

Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; A subdivision of Lot 2 of CSM #670 as recorded in the Ashland County Register of Deeds as Document No. 341375 in Vol. 4, Pages 239-241 located in Lake Shore Addition, said lands being in the SW¼ and the SE¼, Section 27 and the NW¼ and the NE¼, Section 34 all located in Township 48 North, Range 4 West, City of Ashland, Ashland County, Wisconsin, more particularly described as follows:

That the above described parcel of land contains 1,070,269 square feet or 24.57 acres.

That I have made this map at the direction of Megan McBride, AGENT for said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and the City of Ashland Subdivision Control Ordinance in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this 13 day of January 2022

WISCONSIN
PATRICK A. MCKUEN
S-2992
ASHLAND, WI
LAND SURVEYOR

Pine Ridge Land Surveying
Patrick A. McKuen
WI PLS S-2992

CITY OF ASHLAND PLANNING & ZONING APPROVAL CERTIFICATE

I, MEGAN MCBRIDE, CITY OF ASHLAND ZONING ADMINISTRATOR, DO HEREBY APPROVE THIS CITY OF ASHLAND CERTIFIED SURVEY MAP

SIGNED: Megan McBride
MEGAN MCBRIDE

DATED THIS 14th DAY OF January, 2022.

Pine Ridge Land Surveying, LLC.
Professional Land Surveying Services
Value & Quality in a Timely Manner...
PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin
Phone (715) 682-2969
WWW.PINERIDGESURVEYING.COM
PROJECT NO. COA22-27-48-4
SHEET 2 OF 2 SHEETS

REAL ESTATE PURCHASE AGREEMENT

SELLER:	**City of Ashland;** ("Seller") **601 Main St, Ashland, WI 54806, mmcbride@coawi.org**
BUYER:	Commonwealth Development Corporation of America and/or its assigns ("Buyer") PO Box 1658, Fond du Lac, WI 54936 **h.houden@commonwealthco.net**
PROPERTY:	The property commonly known as the **Timeless Timber Site, 2200 Lakeshore Dr, Ashland WI** and as further described on Exhibit A (the "Property").
PURCHASE PRICE:	One and 00/100 Dollars **($1.00)** (the "Purchase Price").
CLOSING:	The "Closing Date" shall be **June 1st, 2022,** or such earlier or later date as may be agreed to in writing by Seller and Buyer.

Seller owns the Property and shall sell the Property to Buyer, and Buyer shall have the exclusive right to purchase the Property from Seller, pursuant to the covenants, provisions and other terms and conditions contained in this Real Estate Purchase Agreement (the "Agreement"). Buyer intends to use the Property as **affordable multifamily housing** (the "Intended Uses"). Notices may be delivered to the parties at the addresses listed above. This Agreement is subject to the additional Terms and Conditions on the attached pages 2 through 4.

COMMONWEALTH DEVELOPMENT CORPORATION OF AMERICA

By: ______________________
Authorized Representative

Date: 11/23/2020

CITY OF ASHLAND

By: Debra S. Lewis
Authorized Representative

Date: 11 / 18 / 2020

Barbara Zanella fka Clement

Barbara Zanella fka Clement, Treasurer

Denise Oliphant

Denise Oliphant, Clerk

TERMS AND CONDITIONS

1. PROPERTY INFORMATION; CONTRACTS. Upon request Seller shall provide Buyer, with copies of any and all reports, contracts, leases, guaranties, warranties, information, correspondence, notes, memoranda and surveys relating to the Property or relevant to a reasonable Buyer's determination whether to purchase the Property (the "Property Information"). Seller further agrees to deliver promptly to Buyer copies of any additional Property Information that Seller obtains prior to Closing. Additionally, within thirty (30) days Seller shall disclose to Buyer all known adverse conditions associated with the Property on a separate schedule (the "Disclosure Schedule"), if any.

2. INVESTIGATION; COOPERATION; AND CONDITION PRECEDENT. From and after the Acceptance Date, Buyer and its agents shall have the right, but no obligation: (i) to enter upon the Property to conduct the tests, inspections, studies, assessments and investigations contemplated under this Agreement at any time and from time to time (collectively, "Tests"); and (ii) to make such Tests of the Property and information with respect to the Property, the Intended Uses and/or this Agreement, all as Buyer may deem desirable, including, without limitation: [a] any environmental assessment, evaluation or study (including "Phase I" assessments and "Phase II" assessments, including laboratory testing of soil, water and other substances); [b] soil, boring, percolation and other similar tests; and [c] topographic, engineering, traffic, parking and other feasibility studies. Seller agrees that Tests may be conducted at such times as Buyer deems reasonable and necessary. Buyer shall indemnify, defend and hold Seller, harmless from any and all liabilities, claims, damages and expenses (including attorneys' fees, court costs, and costs of investigation) arising out of or in connection with the Tests or the entry on to the Property by Buyer or its agents. If at any time on or before **June 1st, 2021** (the "Contingency Date"), Buyer determines, for any reason or no reason, in Buyer's sole discretion, that the Property or the transaction described herein is unsuitable or unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller at any time on or before the Contingency Date in which event, at Buyer's election, all Earnest Money shall be immediately returned to Buyer ("Buyer's Contingency").

3. CLOSING. On or before the Closing Date, Seller shall deliver all of the following to Buyer, all of which shall be fully-executed by Seller, as appropriate: (a) A warranty deed in recordable form sufficient to convey and warrant to Buyer fee simple absolute title to the Property subject only to any permitted exceptions for the Deed (the "Warranty Deed"); (b) A general warranty bill of sale for any personal property included as part of the Property; and (c) Such other documents as may be necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms. Buyer shall deliver the balance of the Purchase Price, plus or minus prorations, credits and other adjustments, by wire transfer or otherwise in immediately available funds. Seller shall cause the title company to issue to Buyer at Closing a current ALTA Form owner's policy of title insurance containing all amendments and endorsements reasonably required by Buyer. Occupancy and possession of the Property shall be delivered to Buyer. Seller grants Buyer the following extensions to the Closing Date. Buyer may extend the Closing Date up to three (3) times for a period of thirty (30) days each by providing written notice to Seller.

5. DEFAULT. If Seller defaults under this Agreement, Buyer shall have any and all remedies available to it under this Agreement and otherwise at law or in equity including, without limitation: (i) the right of specific performance; and (ii) the right to terminate this Agreement at any time after such default by delivering written notice of termination to Seller and/or sue for damages. All of Buyer's remedies shall be cumulative and not exclusive. If Buyer defaults under this Agreement, Seller agrees that Seller's sole remedy at law or in equity shall be to retain the Earnest Money and any and all accrued interest thereon. Such Earnest Money and any and all accrued interest thereon shall constitute liquidated damages due and payable to Seller, the amount thereof being the parties' good faith and reasonable estimate of the damages which Seller would suffer in the event of the termination of this Agreement by reason of Buyer's fault. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. Seller acknowledges Buyer will spend substantial sums of money in reliance on the enforceability of this Agreement and Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

6. COVENANTS OF SELLER. Between the date of this Agreement and the Closing Date, Seller shall: (a) not, without first obtaining the written consent of Buyer, enter into any leases, contracts or other agreements, nor grant or permit any rights to any other party, pertaining to the Property or any portion thereof; (b) comply with all private and governmental laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements, liens and agreements affecting the Property or any portion thereof including, without limitation, the use thereof; (c) maintain the Property in the same condition as on the date of this Agreement, ordinary wear and tear excepted; (d) provide reasonable access to the Property for Buyer's due diligence; (e) cooperate with Buyer's efforts to rezone the Property and obtain approval of a site development plan for the Buyer's intended uses of the Property; (f) use reasonable effort to secure the vacant improvements on the Property from unauthorized occupancy and vandalism; (g) except as it necessary to cooperate with Buyer obtaining

necessary approvals from **Wisconsin Housing and Economic Development Authority (WHEDA)** and any local governments with respect to zoning and site development approvals keep confidential the terms of this Agreement and Buyer's Intended Uses; and (h) comply with all requirements of the Title Company in connection with its insurance of fee simple title to the Property in Buyer as required under this Agreement.

7. PRORATIONS; REAL ESTATE TAXES AND ASSESSMENTS; CLOSING COSTS. At Closing, general real estate taxes shall be prorated on an accrual basis as of the Closing Date on the basis of one hundred percent (100%) of the then most recent ascertainable tax bill whether for the year of Closing or preceding year. Special assessments, if any, for work actually commenced or levied against the Property prior to the Closing Date shall be paid by Seller no later than the Closing Date. Seller shall pay (i) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (ii) one-half the fees and costs due Title Company for its closing and/or escrow services, (iii) the cost of any required real estate transfer declarations and stamps, or any state, county and local transfer taxes imposed, (iv) the base premium for the Title Policy, including a gap endorsement or extended coverage, (v) all other costs to be paid by Seller under this Agreement.

8. REPRESENTATIONS AND WARRANTIES. The accuracy of all Seller representations and warranties contained in this Agreement shall be a condition to Buyer's obligations under this Agreement. If any of the representations or warranties contained in this Agreement is untrue and is not cured (at no cost to Buyer) prior to the scheduled Closing, then Buyer may elect to purchase the Property as it then is or, terminate this Agreement and, anything in this Agreement to the contrary notwithstanding, receive a refund of all Earnest Money (including any Additional Earnest Money), paid hereunder and all accrued interest thereon. Seller hereby represents and warrants to Buyer that all of the following are true, correct and complete on and as of the date hereof, shall continue to be true, correct and complete as of the Closing Date and shall survive the Closing and delivery of the Warranty Deed (as defined below): (a) Seller is not aware of any pending or threatened proceeding or any litigation which could or might adversely impact access to the Property, any proposed zoning for multifamily housing, or its value or suitability for the uses intended by Buyer; (b) Seller is not aware of any hazardous substance on the Property; (c) Seller has and will convey to Buyer at Closing by Warranty Deed good, indefeasible fee simple title to the Property, free and clear of all conditions, exceptions or reservations; and (d) All documentation and information provided to Buyer by or on behalf of Seller pursuant to this Agreement is true, correct and complete in all material respects. By executing and delivering the Warranty Deed Seller shall be deemed to have made the foregoing representations and warranties as of the date of Closing. All warranties and representations shall be deemed made not only by Seller but also by its individual owners, partners and/or members (the "Members").

9. MISCELLANEOUS. This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. No verbal agreements which can or will modify this Agreement. Buyer may assign its rights and obligations under this Agreement without Seller's consent. In the event of a default under this Agreement, the non-defaulting party hereto shall be entitled to recover reasonable costs and attorneys' fees incurred by the non-defaulting party as a result of such default. This Agreement and any and all documents and signatures relating thereto may be transmitted by facsimile or electronic mail which shall be deemed to be originals and may be executed in any number of counterparts, all of which shall constitute one and the same agreement. Time is of the essence as to all terms and conditions of this Agreement. Buyer shall be entitled to display signs and advertising materials on the Property beginning one hundred and twenty (120) days prior to Closing.

10. HUD NOTICE. If U.S. Department of Housing and Urban Development (HUD) funds are used, including, but not limited to HOME funds, the parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt of a release of funds notice from the U.S. Dept. of HUD under 24 CFR Part 58. The parties further agree that the provision of any federal funds to the project is conditioned on the determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. If no HUD funds are utilized in regard to this property, this provision shall be considered null and void. Because Federal funds may be used in the purchase, however, Buyer is required to disclose to you the following information: (a) This sale is voluntary. If you do not wish to sell, Buyer will not acquire your property. Buyer does not have the authority to acquire your property by eminent domain; (b) Buyer estimates the fair market value of the property to be the Purchase Price; (c) Since the purchase would be a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

11. REVERSION OF THE PROPERTY. The Parties agree that unencumbered, fee simple title to the Property shall revert to the Seller in the event that construction of the Project (as defined below) does not begin on or before December 31, 2023, unless the Parties mutually agree to an extension of additional time.

12. DEVELOPMENT AGREEMENT CONTINGENCY. Seller and Buyer understand that the obligations of each Party hereunder are conditioned upon the Parties executing, prior to Closing, an agreement (the "Development Agreement") identifying the terms and conditions upon which Seller will develop the Property for the Intended Uses (the "Project"). Among other things, the Development Agreement shall establish, as they relate to the Project: (i) the respective development obligations of the Parties; (ii) development criteria; (iii) timelines relating to the commencement and completion of construction and other development milestones; and (iv) such agreements regarding taxes, utilities, assessments, infrastructure and other matters as may be customary to similar development projects and otherwise complementary to the development of the Property for its Intended Uses.

Exhibit A

Parcel ID: #201-03611-0200

Legal Description: Lot 2 of CSM #670 (attached)

IN WITNESS WHEREOF, Owner and Consultant/Contractor have signed this Agreement. Counterparts have been delivered to Owner and Consultant/Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Consultant/Contractor or on their behalf.

OWNER:

City of Ashland

By *Tyler Wickman, as to form*

Tyler Wickman, City Attorney

By ____________________

Brant Kucera, City Administrator

By *Debra S. Lewis*

Deb Lewis, Mayor

By *Barbara Zanella f/k/a Clement*

Barbara Clement, Comptroller

Attest *Denise Oliphant*

Denise Oliphant, City Clerk

Date 11 / 18 / 2020

CONSULTANT/CONTRACTOR

____

By ____________________

Title ____________________

(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign)

Attest ____________________

Title Title ____________________

Title ____________________

Date ____________________

Address for giving notices:

City of Ashland - Public Works Department

2020 6th Street East

Ashland, WI 54806

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Address for giving notices:

____

____

____

License No.: ____________________

(Where applicable)

EXISTING SITE INFORMATION:

PROJECT AREA:	22.5 AC
TOTAL IMPERVIOUS:	548,968 SF 12.6 AC
TOTAL PERVIOUS:	60,100 SF 1.4 AC
PERCENT IMPERVIOUS:	56%
EXISTING PARKING REGULAR:	0
EXISTING ADA PARKING:	0
ZONING DISTRICT:	REGIONAL COMMERCIAL

PROPOSED SITE:

BUILDING AREA:	69,545 SF 1.6 AC
PAVED AREA:	60,100 SF 1.4 AC
TOTAL IMPERVIOUS:	133,166 SF 3.05 AC
TOTAL PERVIOUS:	847,242 SF 19.45 AC
PERCENT IMPERVIOUS:	13%
PARKING PROVIDED:	50 COVERED STALLS 50 SURFACE STALLS 25 VISITOR STALLS
TOTAL PARKING:	126 EXTERIOR STALLS (5 H.C. ACCESSIBLE)
REQUIRED PARKING	1 PER 1 BEDROOM UNIT (10 UNITS) = 10 STALLS 2 PER 2 BEDROOM UNIT (20 UNITS) = 40 STALLS 2.5 PER 3 BEDROOM UNIT (20 UNITS) = 50 STALLS 100 TOTAL STALLS REQUIRED
SINGLE BEDROOM UNITS	10
TWO BEDROOM UNITS	20
THREE BEDROOM UNITS	20

GENERAL NOTES

1. ALL DIMENSIONS AND CORRESPONDING HORIZONTAL CONTROL RELATED TO PAVING REPRESENT FACE OF CURB, ELEVATION AND CONTOURS REPRESENT FINISHED GRADES UNLESS OTHERWISE INDICATED. BUILDINGS ARE DIMENSIONED TO FACE OF BUILDING.
2. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE SIZE, LOCATION AND ELEVATION OF ALL UTILITIES.
3. ALL SITE SIGNAGE MUST COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. CONTRACTOR TO COORDINATE ALL WORK WITHIN CITY STREET RIGHT OF WAY WITH THE CITY OF ASHLAND. CONTACT CITY PLANNER.
5. CONTRACTOR TO CONFIRM SITE LIGHTING WITH ARCHITECT AND/OR MEP DESIGNER.
6. SAW CUT WHERE DEMOLITION LIMITS MEET EXISTING HARD SURFACES
7. SEE SHEET C8.01 FOR HARDSCAPE DETAILS AND SPECIFICATIONS.
8. ALL EXISTING UTILITIES THAT ARE NO LONGER IN USE ARE TO BE CAPPED AND ABANDONED - VERIFY WITH LOCAL MUNICIPALITY FOR ANY STANDARD REQUIREMENTS.

0 40' 80'

DIGGERS HOTLINE
Call 811 3 Work Days Before You Dig
Or Toll Free (800) 242-8511
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

Stantec
12075 N. Corporate Parkway, Suite 200
Mequon, WI 53092
www.stantec.com

OVERALL SITE PLAN

SUPERIOR VIEW COTTAGES
M+A DESIGN, INC.
6TH ST. E AND 22ND AVE E, ASHLAND, WI

DATE OF ISSUANCE		
January 31, 2022		
NO	REVISION	DATE

SURVEY	PINE RIDGE
DRAWN	BJB
DESIGNED	BJB
CHECKED	JJM
APPROVED	CRB
PROJ. NO.	193805478

SHEET NUMBER
C2.01

SUBJECT: Approve an Agreement between Northwest Regional Planning Commission (NWRPC) and the City of Ashland for Administration of the Community Development Block Grant (CDBG) Housing Rehailitation Revolving Loan Fund (RLF) Program *(Planning)* Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning Director
Housing Committee

EXHIBITS:
1. Letter and Agreement between the Northwest Regional Planning Commission and the City of Ashland

EXPENDITURES REQUIRED: As Budgeted

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 1, 2022, that Northwest Regional Planning Commission 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: One of the six priorities identified in the City's comprehensive plan is to strengthen the housing market, including encouraging owner-reinvestment in properties, imposing standard-setting code enforcement, making the City a place where neighborhood pride is evident, and where housing options are appealing. In addition, the City of Ashland's Strategic Priorities for 2016-2020 includes a priority to be Housing Infrastructure Improvements.

SUMMARY STATEMENT:

The City of Ashland has partnered with NWRPC to administer the City's Housing Rehab RLF program beginning in 2018 as recommended by the Housing Committee. Staff and Housing Committee recommended this partnership be established, as NWRPC has staff specifically dedicated to administering CDBG Housing Rehabilitation projects, therefore, having more expertise to provide to the program. This agreement resulted in freeing up Building Inspector staff time to focus more on building permits/inspections and ramping up property maintenance enforcement on structures in the community.

NWRPC administers CDBG Housing RLF programs for numerous communities within its jurisdiction, and also administers a separate CDBG Housing RLF program that can be used within its region to supplement the local RLF. They also administer a different housing program, Northwest Affordable Housing, that also offers housing rehabilitation funds and down-payment assistance for home buyers. NWRPC has developed many partnerships, is experienced in administering CDBG Housing RLFs, as well as other funding options, and can also work with area landlords to get their involvement in the RLF program to make property improvements to their rental units.

The term of the attached agreement is through 2024, with some minor administrative cost increases as outlined in the NWRPC letter dated January 27, 2022. Funds to cover the administrative fee will come directly from the RLF program budget as is allowed/customary with CDBG programs, and will be charged 17% of each approved and completed rehabilitation or down payment/closing cost project using CDBG Administration funds.

Northwest Regional Planning Commission
NWRPC
keeping your future as our focus

Serving communities within and counties of
ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, PRICE, RUSK, SAWYER, TAYLOR, & WASHBURN

And the Tribal Nations of
BAD RIVER, LAC COURTE ORIELLES, LAC DU FLAMBEAU, RED CLIFF, & ST. CROIX

January 27, 2022

Denise Oliphant
City of Ashland
601 Main St W
Ashland WI 54806

Dear Ms. Oliphant:

The current CDBG RLF housing administration contract between NWRPC and the City of Ashland expired on December 31, 2021. As a result, enclosed is an updated three year contract proposal.

Minor changes to the fee schedule have been made since the previous contract execution in 2019. HQS initial increased $25, HQS interim and final increased $20, and asbestos and lead increase $20, limited lead increased $25, risk assessment increased $20, and the allowable administration fee increased to 17% as allowed by the Department of Administration, Division of Energy, Housing and Community Resources.

If you have any questions, do not hesitate to contact me by email at kgifford@nwrpc.com or phone at 715-635-2197. Please return a signed copy to my attention and a fully executed copy will be returned to you for your records.

Sincerely,

Kim Gifford

Kimberly Gifford
Housing Development Specialist

Enclosure

phone: 715.635.2197 | fax: 715.635.7262 | 1400 South River Street, Spooner, WI 54801 | www.nwrpc.com | info@nwrpc.com

AGREEMENT
BETWEEN THE
NORTHWEST REGIONAL PLANNING COMMISSION
AND CITY OF ASHLAND

WHEREAS, The Northwest Regional Planning Commission is a legally constituted regional planning agency created pursuant to the statutes of the State of Wisconsin and its own adopted by-laws; and

WHEREAS, Further pursuant to the statutes of the State of Wisconsin and the Commission's by-laws, the Commission has been granted the power to enter into contracts with any local unit of government within the region for the purpose of providing technical assistance on planning and development matters; and

WHEREAS, During the performance of this agreement, no person shall on the grounds of race, color, religion, national origin, sex, age, disability, low income or Limited English Proficiency (LEP), as provided by the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in the execution of this agreement. The Commission's services will also be performed in accordance with the Northwest Regional Planning Commission Title VI Plan adopted on August 26, 2020; and

WHEREAS, City of Ashland is a local unit of government within the region; and

WHEREAS, City of Ashland has requested technical assistance from the Commission as outlined in the Scope of Services.

NOW, THEREFORE BE IT RESOLVED, that the Northwest Regional Planning Commission and City of Ashland agree as follows:

This Agreement entered into on the _____ day of ________________________, 2022, by the Northwest Regional Planning Commission, party of the first part, hereinafter referred to as the "Commission", and City of Ashland, Wisconsin, party of the second part, hereinafter referred to as the "City."

In consideration of mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns, as follows:

SCOPE OF SERVICES:

The Commission will provide technical assistance services in the administration of the City of Ashland housing rehabilitation revolving loan fund utilizing the Division of Housing Energy and Community Resources Implementation Handbook, Housing Procedures Manual and other rules and regulations. Activities associated with the Revolving Loan Fund Administration include:

1. conduct client intake and application;
2. advertise availability of funds for low to moderate income families in local publications (when applicable);
3. verify client (income, ownership) eligibility;
4. maintain individual project files (see attached requirements);
5. maintain financial management files (see attached requirements);
6. maintain environmental review records; (see attached requirements);
7. comply with State and Federal rules regarding lead based paint;
8. consult with the Wisconsin Historical Society (when necessary);
9. comply with conflict of interest regulations;
10. obtain Housing Committee approval and loan commitment for each project;
11. maintain minutes and rehab reports from all housing committee meetings;
12. prepare technical specification and project scope of work;
13. record real estate mortgages in City's name;
14. coordinate housing quality standard (HQS) inspections, asbestos, lead-based paint clearance, and homebuyer education;
15. prepare payment requests to enable the City to pay contractors when work is completed;
16. prepare revolving loan fund annual activity reports; and
17. provide reports to appropriate city committees.

COST:

This agreement shall commence on January 1, 2022 and end on December 31, 2024. The City will pay the Commission a 17 percent administration fee based on each approved and completed rehabilitation or down payment/closing cost project using CDBG Administration funds.

IN WITNESS THEREOF, we the undersigned agree to the terms of this Agreement.

__________________________	__________________________
Thomas Mackie, Chairman Northwest Regional Planning Commission	Deb Lewis, Mayor City of Ashland
__________________________	__________________________
Witness	Witness
__________________________	__________________________
Date	Date

City of Ashland
CDBG Housing Rehabilitation Project Fees
CY 2022-2024

Fixed Loan Processing Fees	**(included in the client CDBG loan amount)**	
Individual Project Fees	**Vendor**	**Amount**
Title Search	Abstract/Title Company	80.00-140.00
Housing Quality Standard (HQS) – Initial	NWRPC	350.00
HQS – Interim Payment Request **(if necessary)**	NWRPC	295.00
HQS – Final Project Completion	NWRPC	295.00
Mortgage Recording	Register of Deeds	30.00
Asbestos, Lead-Based Paint, and Risk Assessment Project Fees (no cost to the home-owner as this is granted through the housing rehabilitation funds) *Not all projects will require asbestos, lead, or risk assessment related activities. Lead and Risk Assessments, when required, performed on homes pre-dating 1978.*		
Individual Project Fees	**Vendor**	**Amount**
Asbestos Material Collection and Report Documentation	NWRPC Asbestos Certified Inspector	195.00
Asbestos Sample	EMSL Analytical	$11 to $18 per sample
Lead Clearance Inspection and Report Documentation	NWRPC Lead Certified Staff	195.00
Lead Clearance Sample	EMSL Analytical	$11 to $18 per sample
Limited Lead Assessment	NWRPC Lead Certified Staff	300.00
Lead Risk Assessment	NWRPC Risk Assessor	495.00

SUBJECT: **Approve a Professional Design Engineering Services Proposal from Cedar Corporation for Design of a Center Turn Lane to Access 23rd Avenue East *(Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator
Planning Director

EXHIBITS: 1. Proposal from Cedar Corporation for Center Turn Lane Design and Engineering Services

EXPENDITURES REQUIRED: $19,950 from General Fund- Fund Balance

AMOUNT BUDGETED: $0

APPROPRIATION REQUIRED: $19,950 from General Fund- Fund Balance

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 1, 2022, that Cedar Corporation 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 professional services agreement will help to further goals and community values identified in the City of Ashland's Comprehensive Plan. The Comprehensive Plan identifies careful disposition of City-owned land as a central goal, with the Timeless Timber site as one of the City's largest and most attractive pieces of property for redevelopment. Completion of the center turn-lane design services as described in the proposed development will help ensure highest and best use of the property, with safe connectivity to this highly utilized commercial corridor.

SUMMARY STATEMENT:

In April 2018, Council approved a reoccurring contract with Cedar Corporation for engineering services. The agreement established master terms and conditions, with specific engineering services and costs identified on a project by project basis as letter agreements. Each letter of agreement for a given project must be approved either by City staff or City Council in accordance with City Ordinance 194.

The purpose of the proposed contract would be to have Cedar Corporation create engineered plans for installation of a center turn-lane to access 23rd Avenue East. Installation of the center turn-lane will primarily serve the commercial development project, and the commercial developer will be responsible for all costs associated with DOT permitting and installation of the center turn-lane as designed. Completing design services was identified in the City's Development Agreement for the project, and will ensure timely completion of this important project with safe site access.

Cedar corporation
604 Wilson Avenue • Menomonie, Wisconsin 54751
715-235-9081
800-472-7372
Fax • 715-235-2727
www.cedarcorp.com

August 18, 2021

John Butler, P.E., Public Works Director
City of Ashland
2020 6th Street East
Ashland, WI 54806

RE: Professional Design Engineering Services Proposal
U.S. Highway 2 Widening for Two Way Left Turn Lane & Sidewalk Reconstruction Improvements
City of Ashland, WI

Dear Mr. Butler, Mr. Kucera, Mayor Deb Lewis & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional design engineering services related to U.S. Highway 2 Widening for Two Way Left Turn Lane and Sidewalk Reconstruction Improvements Project for Timeless Timber Business, City of Ashland, Wisconsin.

SCOPE OF PROJECT: The City of Ashland is requesting professional design engineering services including field topographic and data collection survey and base map for design, plan/profiles/details/cross-sections, construction quantities, city staff/business/governing agency meetings, WisDOT & WDNR permit request, construction specifications, quality assurance/quality control review for U.S. Highway 2 Widening for Two Way Left Turn Lane and Sidewalk Reconstruction from 22nd Avenue East to Walmart Entrance for construction in year 2022 in conformance with City of Ashland and WisDOT requirements.

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional design engineering services for City of Ashland (hereinafter called "Client") with respect to the above Scope of Project related to the U.S. 2 Highway Widening for Two Way Left Turn Lane and Sidewalk Reconstruction Improvements for Timeless Timber Business from 22nd Avenue East to Walmart Entrance for construction in year 2022, City of Ashland, Wisconsin (hereinafter called "Project"). The Engineer will provide professional design engineering services during the Project pursuant to Client and WisDOT requirements as follows:

Field Topographic and Data Collection Survey:

- Field topographic and data collection surveying, and digital AutoCADD electronic format base map in accordance with standard surveying practices, to the extent necessary to complete the engineering design of the Project described above, including accurately reflect current conditions for highway, curb and gutter, watermain, storm sewer, sanitary sewer, sidewalk, pavement markings, construction erosion and restoration, etc., that may influence the Project design and construction.

- Coordinate with Diggers Hotline for Client and various Utility Companies field marking locate request of their underground facilities, etc. for Engineer field survey data collection and design.

- Due to high traffic volumes and survey crew safety along this Project site, Engineer proposes to obtain field topographic and data collection utilizing Drone technology and supplement with conventional survey methodology for Drone survey control, etc. Client will provide suitable WisDOT required traffic control signage, etc. for Engineer's field survey crew safety within the work area.

- Field topographic and data collection survey with utility locations of the Project limits include from 200 feet west of 22nd Avenue to 100 feet east of the Walmart entrance driveway, back of north sidewalk to

50 feet south of the south sidewalk, 150 feet along 22nd Avenue and 23d Avenue to 40 feet right and left of centerline.

Preliminary Design Engineering Drawings:

- Attend initial kickoff meeting with city staff, business and WisDOT to discuss overall Project goals and to finalize the Project work plan, schedule, and review existing and preliminary documents.
- Preliminary plan and profiles, details, cross-sections, notes, title sheet, title block, etc., showing general alignment and profile of existing highway and highway widening for two-way center left turn lane, storm sewer, sidewalk, curb and gutter, pavement markings, existing utilities, temporary construction traffic control, and permanent traffic control signs, etc., to fit within existing highway right-of-way, etc.
- Review governing agency permit and review requirements.
- Incorporation and refinement of any necessary or suggested changes per the preliminary design.
- Preliminary opinion of probable construction costs.
- Attend required city staff, business, WisDOT, and other governing agency meetings.

Final Design Engineering Plans, Specifications, Permit Requests:

- Preparation of final design documents, including highway widening for two-way left turn lane, intersections, storm sewer, curb and gutter, existing utilities, sidewalk, pavement markings, temporary construction traffic control, permanent traffic signs, title sheet, plan and profile sheets, typical sections, cross-sections, construction detail sheets, construction notes, erosion control, restoration, construction specifications.
- Coordination with various private utility companies (electric, lighting, gas, cable tv, communications, etc.) for potential conflicts, new replacement or relocations installation.
- Preparation and submittal of necessary regulatory permit request application forms to the WisDOT & WDNR.
- Submittal of 90% completed plans and specifications for review by the Client.
- Updated opinion of probable construction costs at the 90% complete stage.
- Incorporation of comments received and prepare 100% completed plans and specifications.
- Attend required city staff, business and WisDOT and other governing agency meetings.
- Provide final plans and construction specifications to Client and Business for Business's Contractor construction installation.

COMPENSATION: The Client agrees to pay the Engineer an hourly time and materials "Not to Exceed" fee for professional design engineering services for the Project in the amount listed below pursuant to the proposed services listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the Client on an hourly time and material basis. The Engineer will provide the Client a written quote for any additional work at the Client's request. The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

CONSTRUCTION YEAR 2022, U.S. HIGHWAY 2 WIDENING FOR TWO WAY LEFT TURN LANE AND SIDEWALK IMPROVEMENTS

City Consultant Traffic Impact Analysis Study - Estimated Construction Cost & Contingency	$306,000

Design Engineering Services Fee:

Field Topographic & Data Collection Survey & Base Map	$4,900
Preliminary Design	$5,900
Final Design Engineering Plans & Notes Specifications	$4,700
Governing Agency Permit Requests	$950
City Design Team, Business & WisDOT Meetings (Assume 3)	$3,500
Total Design Engineering Hourly Time & Materials "Not to Exceed" Fee	$19,950

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with available copies of construction record plans for existing street/highway/water system/sanitary sewer system/storm sewer system/water/sanitary sewer service laterals, city GIS maps, city utility systems maps, assessor property owner maps and parcel information, street and highway right-of-way maps, recorded easement documents, property title search if needed, known site environmental issues and concerns, recorded boundary survey/certified survey/plat maps, soil borings and geotechnical engineer report, safe traffic control signs for Engineer survey crew field work, Project review input and comments, etc. for the Project.

DESIGN TIMELINE: The Engineer's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The Cedar Corporation team has the capacity and availability to commence work immediately. The following is the Engineer's proposed design services timeline for the construction year 2022 Project:

CONSTRUCTION YEAR 2022, U.S. HIGHWAY 2 WIDENING FOR TWO WAY LEFT TURN LANE AND SIDEWALK

TASK	COMPLETION DATE
City of Ashland Notice to Proceed (City Council Meeting)	August 2021
Field Topographic & Data Collection Survey & Base Map	September 2021
Preliminary Design Engineering	October 2021
Final Design Engineering	November 2021
Permits Approval Request	December 2021
Business Contractor Commence Construction	May 2022
Substantial Complete Construction	June 2022
Final Complete Construction (Restoration Establishment)	July 2022

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, endangered resources studies and reports, environmental investigations, title search, land acquisition, soil borings and geotechnical engineer report and recommendations for design and construction, private utilities design and construction (electric, lighting, gas, cable tv., communications, etc.), bidding documents, bidding services, contract documents, construction engineering, storm sewer watershed hydrologic and hydraulic study analysis, storm water management water quality and quantity facilities, construction staking and layout, construction observation, construction administration and coordination, construction record drawings, construction certification, property surveys, boundary surveys, street and roads right-of-way surveys and map, easements, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, field wetland delineation and report, wetland fill and mitigation related permits, flood plain studies and determination, flood plain permits, Joint WDNR & U.S. Army Corps Chapter 30 permit, WisDOT traffic impact analysis and report, WIDOT Trans 233 permits and approval request, grant applications and grant administration, and historical site studies and investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION

Russ Kiviniemi

Russ Kiviniemi, P.E.
Principal

Brian Chapman

Brian Chapman
Project Manager

Accepted this ________ day of _________________, 2021

By: ________________________________
Brant Kucera, Administrator
City of Ashland

____
John Butler, P.E., Public Works Director
City of Ashland

____
Barbara E. Zanella, Treasurer

____
Denise Oliphant, Clerk

SUBJECT: **Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 6th Street East Street Reconstruction and Utility Replacement Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
City Attorney
Public Works Director

EXHIBITS:

1. Proposed Final Resolution
2. 2022 6th St E Street Reconstruction & Utility Replacement - Project Location Map
3. 6th Street East Street Reconstruction & Utility Replacement Project: Schedule of Sewer Lateral Replacement
4. Special Assessment Hardship Policy, August 13, 2009
5. Sidewalk Special Assessment Deferment Application

EXPENDITURES REQUIRED: $ 1,400 Avg. Current Cost of Construction for Private Sewer Lateral Replacement to Right of Way
x 41 Private Sewer Laterals Requiring Replacement to Right of Way
$ 57,400 Total Estimated Cost

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

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 construction conforms to the goals and community values identified in the City of Ashland’s Comprehensive Plan.

SUMMARY STATEMENT:

At the March 9, 2021 City Council meeting, the Council approved an Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction. The policy makes provisions for the replacement of privately owned sewer laterals from the sewer main to the right of way (ROW) line when City projects include replacement of an existing sewer main via direct excavation. Per the policy, property owners are then assessed for the replacement of privately owned sewer laterals in order to effectively address the impact of infiltration and inflow (I&I) on the sewer collection system and protect public investment in the newly paved roadway.

Wisconsin State Statute 66.0911 allows the City to levy an assessment on property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution. The statute also allows the City to levy assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line. The Public Works Director and Utility Manager have determined on a reasonable basis that this cost would be $1,400 per sewer lateral for the 6th Street East Street Reconstruction and Utility Replacement Project. The methodology used to determine this average current cost of construction was reviewed in detail by the Public Works Committee.

Staff has developed the attached Schedule of Sewer Lateral Replacement for the 6th Street East Street Reconstruction and Utility Replacement Project. Replacement of the existing private sewer lateral is proposed at 41 properties for a total cost of $57,400. The Utility Manager has verified that, per best available information, these private sewer laterals do not meet City standards for sanitary pipe material. Other properties within the project area are either served by a sewer main that will not be replaced as part of the project or are served by a private sewer lateral that complies with City standards for sanitary pipe material.

Staff recommends approval of the proposed resolution in order to move forward with the replacement of private sewer laterals. Affected property owners would receive notification of the assessments and repayment terms immediately following the February 8, 2022 City Council meeting.

Per Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies, under either option, affected property owners would be able to repay assessments over a ten-year period.

Per Wisconsin Statute 66.0715, the repayment terms may be deferred on the terms and in the manner prescribed by the governing body under either option. On July 27, 2009 the City Council approved a Special Assessment Hardship Policy which, in short, allows qualifying property owners to apply for deferral of the special assessment if the property owner meets prescribed income requirements. For the duration of time that property owners meet these income requirements, the property would be eligible to have the annual special assessment payment deferred until the sale or transfer of the property. The Wastewater Utility would absorb the cost until the property owner is able to resume making payments or until the property is sold or transferred, at which time funds would be transferred to the Wastewater Utility. Property owners are required to annually certify their income via a copy of their federal tax return.

RESOLUTION No. 17666

FINAL RESOLUTION REQUIRING INSTALLATION OF SEWER LATERALS AND PROVIDING FOR ASSESSMENT OF COST UNDER WISCONSIN STATE STATUE 66.0911 FOR THE 6TH STREET EAST STREET RECONSTRUCTION AND UTILITY REPLACEMENT PROJECT

WHEREAS, Wisconsin § 66.0911 allows the City of Ashland to assess property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution; and,

WHEREAS, Wisconsin § 66.0911 also allows the City of Ashland to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line.

NOW THEREFORE BE IT RESOLVED, by the Ashland Common Council, City of Ashland, Ashland County, Wisconsin:

1. Sewer laterals shall be constructed from sewer mains in 6th Street East from 13th Avenue East to 19th Avenue East to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.

2. Construction of the above referenced sewer laterals is associated with the City of Ashland, Ashland County, Wisconsin 6th St East Street Reconstruction and Utility Replacement Project which includes replacement of an existing sewer main.

3. The Ashland Common Council shall cause construction of these laterals and service pipes to be done by contract.

4. Upon completion of the work authorized by this Resolution, the Ashland Common Council shall file a record of the cost of the construction on or in front of each lot in the office of the municipal clerk.

5. When the record of the cost of construction has been filed in the clerk's office, the clerk shall enter the average current cost of construction of sewer laterals on the tax roll as a charge against the lot or parcel served or to be served and notify the owner of each lot of the amount of the charge against the premises. The charge shall constitute a lien against the premises served or to be served until paid.

6. The final assessment shall be due within 45 days of the initial billing date. If the owner elects to pay in installments, the annual installment period will be based on the following schedule:

   a) Assessments less than $299.99 shall be paid within three (3) years
   b) Assessments from $300.00 to $499.99 shall be paid within four (4) years
   c) Assessments from $500.00 to $799.99 shall be paid within seven (7) years
   d) Assessments over $800.00 shall be paid within ten (10) years

Annual installment shall be placed on the tax roll and bear the rate of 2.91% (the true interest cost of the 2020C general obligation promissory note (1.91%) issue plus 1% admin fee) per annum on the unpaid balance from January 1 of the year following the installment. All assessments are due in full upon sale or transfer of property.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland hereby approves the resolution authorizing construction of sewer laterals in association with the 6th St East Street Reconstruction and Utility Replacement Project and charging lots of parcels served the average current cost of construction of sewer laterals in the City of Ashland, Ashland County, Wisconsin for the 6th St East Street Reconstruction and Utility Replacement Project

PASSED: February 8, 2022

____
Councilperson

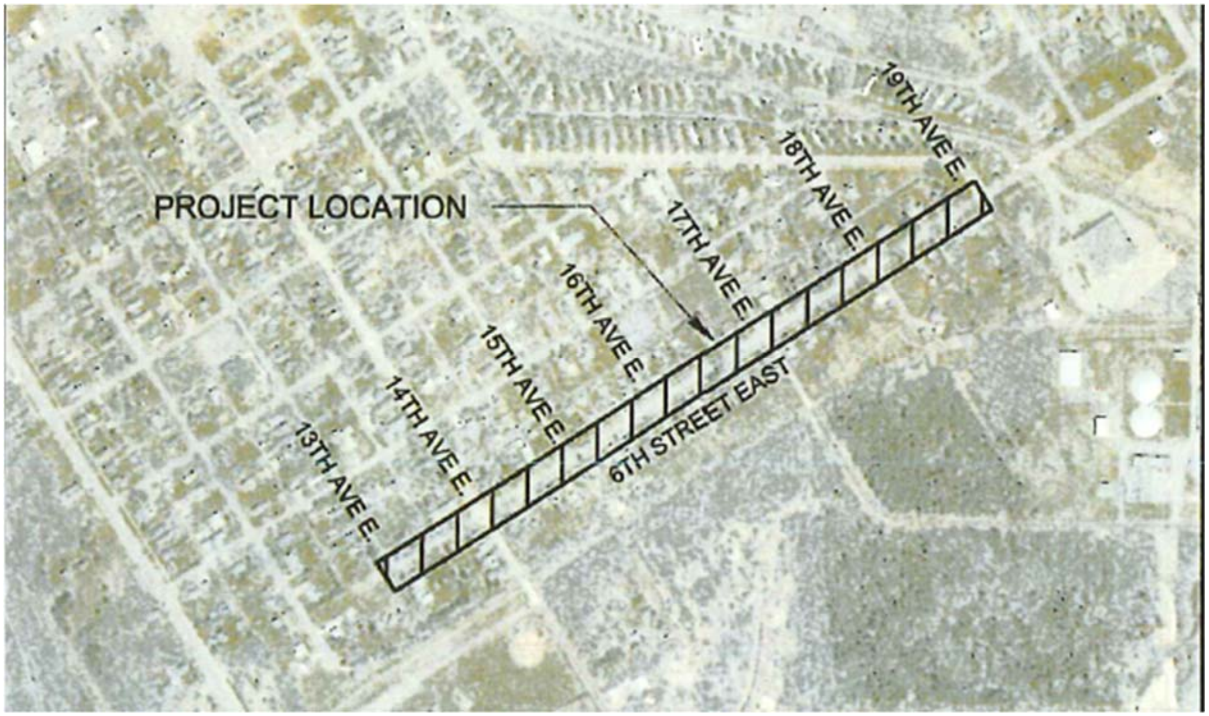
ATTEST:______________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

2022 6th St E Street Reconstruction & Utility Replacement- Project Location Map



6TH STREET EAST STREET RECONSTRUCTION & UTILITY REPLACEMENT PROJECT: SCHEDULE OF SEWER LATERAL REPLACEMENT														
PROPERTY OWNERSHIP DATA													**SEWER LATERAL**	
Parcel_Number	**Property_Address**	**First_Name**	**Last_Name**	**Owner_House_#**	**Owner_Street**	**StreetType**	**Direction**	**Owner_City**	**Owner_State**	**Owner_Zip**			**Material**	**Property Owner Cost**
201036270000	1817 6TH ST E	JAMES D	KARICH	11434	1ST	ST		LAKE NEBAGAMON	WI	54849			VCL	$1,400.00
201036280000	1811 6TH ST E	TAYLOR	STIBBE	1811	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036360000	1717 6TH ST E	BRUCE D.	BRUNS	1717	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036370000	1715 6TH ST E	JADA	BRATLEY	1715	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036380000	1713 6TH ST E	CHRISTOPHER	BARNES	1713	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036390000	1709 6TH ST E	JEFFREY LEE	WOJCIK	1709	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036400000	1701 6TH ST E	LISA	GERVAIS	222	16TH	AVE	E	ASHLAND	WI	54806			VCL	$1,400.00
201036420000	1623 6TH ST E	JUDY M.	PRATT	1623	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036430000	1619 6TH ST E	JUDY M.	DUFEK	1619	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036440000	1617 6TH ST E	ANDREW K. & MAIJA E.	TRAAHOLT	1617	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036450000	1613 6TH ST E	CONNOR	KEHOE	1613	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036460000	1607 6TH ST E	CHELSEY	KERN		PO BOX 224			GRAND VIEW	WI	54839			VCL	$1,400.00
201036470000	1601 6TH ST E	THOMAS & GAIL	PUFALL	1601	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036520000	1521 6TH ST E	NANCY	SZTYNDOR	1521	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036530000	1517 6TH ST E	JOHN & JOYCE	CARLSON	1517	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036540000	1509 6TH ST E	JOSEPH & STEPHANIE	HASSKAMP	1509	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036550000	1507 6TH ST E	LUKE & MARCY	EMPEY	1507	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036620000	1419 6TH ST E		BJN INVESTMENTS LLC	522	26TH	AVE	E	ASHLAND	WI	54806			VCL	$1,400.00
201036630000	1413 6TH ST E		BJN INVESTMENTS LLC	522	26TH	AVE	E	ASHLAND	WI	54806			VCL	$1,400.00
201036650000	1405 6TH ST E	DAVID	REIMER	1405	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036660000	518 14TH AVE E	THOMAS & DAWN	LUDACK	518	14TH AVENUE		E	ASHLAND	WI	54806			VCL	$1,400.00
201036740000	1400 6TH ST E	THOMAS	MACKEY	1400	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036750000	1406 6TH ST E	LORI	PRZYBYLO	4019	LAKE PARK	RD		ASHLAND	WI	54806			VCL	$1,400.00
201036760000	1414 6TH ST E	TINA	GEROVAC	1414	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036770000	1418 6TH ST E	DANIEL & DOROTHY	MAINGUTH	1418	EAST 6TH	ST		ASHLAND	WI	54806			VCL	$1,400.00
201036780000	1422 6TH ST E	THOMAS	GREGOIRE	1422	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036830000	1502 6TH ST E	NAOMI J.	CORBINE	1502	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036840000	1508 6TH ST E	WILLIAM & KELSEA	VANDERGRIFF	22230	MURRAY	ST		EXCELSIOR	MN	55331			VCL	$1,400.00
201036850000	1510 6TH ST E	JAY	HENDRICKSON	1510	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036860000	1514 6TH ST E	CAROLYN A.	SUMINSKI	1514	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036870000	1522 6TH ST E	DALE & REBECCA	HOULE	1522	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036900000	1606 6TH ST E	WILLIAM F. & KATHLEEN R.	CRAIG	1606	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036910000	1608 6TH ST E	JONATHAN J.	STREBE	1608	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036920000	1610 6TH ST E		ASHLAND HOUSING AUTHORITY	319	CHAPPLE	AVE		ASHLAND	WI	54806			VCL	$1,400.00
201036930000	1614 6TH ST E	CHAD & MICHELLE	VUORENMAA	1614	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036940000	1622 6TH ST E	DAVID H.	ANDERSON	1622	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201036970000	1702 6TH ST E	JOSHUA & PAULA	ZEPCZYK	2469	DAWES PLACE			RIVER FALLS	WI	54022			VCL	$1,400.00
201036980000	1706 6TH ST E	DEANNA	REGAN	1706	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201037010000	1720 6TH ST E	MARK & JUDITH	ROSS	1720	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201037070000	1810 6TH ST E	PAMELA J.	HAYES	1810	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
201037080000	1818 6TH ST E	MICHAEL & PAULA	BIETKA	1818	6TH	ST	E	ASHLAND	WI	54806			VCL	$1,400.00
													TOTAL	**$57,400.00**

TO: Brian Knapp
Barb Clement
Alison Gillespie
Bill Giuliani
Rae Buckwheat
Bob Miller

FROM: Patti Ekstrom

DATE: August 13, 2009

Attached is the Special Assessment Hardship Policy which was approved by Council on July 27, 2009. Keep for future use.

SPECIAL ASSESSMENT HARDSHIP POLICY

A. Purpose: The city council acknowledges that the levy of special assessments can result in extreme financial hardship in some instances. It therefore enacts this provision in order to provide necessary relief to persons affected by such a levy. It is the intent and purpose of the city council to alleviate the burden of such levies in cases where the loss of the homestead is a reasonable probability, while preserving the right for the ultimate collection of special assessments involved.

B. Definitions. Wherever in this section the following words or terms appear they have the meaning indicated, unless the context clearly requires otherwise:

1. "Qualifying family" means a single person or family owning and occupying a homestead against which special assessments are levied and who meets the qualifying income standards as outlined within this policy.
2. "Homestead" means the dwelling and so much of the land surrounding it as is reasonably necessary for use as a home, except so much of such land as is vacant and of sufficient size so that it could be divided and sold for development as permitted under appropriate zoning and other regulations.
3. "Special assessment" shall include assessments levied under s. 66.60, Wisconsin Statutes, and special charges imposed under s. 66.60(16), Wisconsin Statutes.
4. "Hardship" is defined as a level of income that falls below the Ashland County HUD USER extremely low (30%) income level in the most current fiscal year that data is available

C. The qualifying family shall make application for deferred payment of Special Assessments as herein provided on forms prescribed by the City Clerk. Applicants for deferment of assessments must own and reside in the property subject to the assessment and demonstrate to the City Treasurer qualification for the deferment by presentation of a copy of the their most recent federal tax return prior to the levying of the assessment, and annually thereafter. Included in family income is the combined income from all family members, age 18 and older that reside in the household for more than 6 months per year.

All information provided on the application shall be considered and treated, to the fullest extent provided by law, as confidential, privileged information, and shall be divulged only by:

1. Persons using the information in the discharge of their duties imposed by law or of the duties of their office; or
2. Order of a court.

D. Where a property is owned by two or more persons, only the income from the family members residing in the homestead and who are responsible for expenses related to maintaining the property shall be considered. For example: A parent who has deeded the homestead to a child where the parent is living in and maintaining the homestead under a life estate provision and where the child is living elsewhere. Property owned by any corporation, partnership, or trust is ineligible for assessment deferment.

E. Qualified **extremely low income (30% CMI) families as defined in the most recent HUD** data for Ashland County may have the principal portion of their assessment plus accrued interest deferred until the family no longer meets the annual income eligibility requirements, and/or the sale or transfer of the property, whichever occurs first.

F. Interest shall be payable on assessments levied against a property during the period of deferment. The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.

G. Deferment shall cease at the time a property owner(s) no longer meets the income criteria for the program, upon the death of the qualifying owner(s), or upon the date which the ownership of the property is transferred to any other person, persons, partnership, corporation, trust, or other entity by any means whatsoever, which ever occurs first.

H. Deferment shall expire if a property owner fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility.

I. Tax roll; notice; lien retained. The granting of an application shall authorize the city treasurer to make payment, from city funds, of the amount of the special assessment deferred. The city clerk shall record a document with the office of register of deeds containing a description of the property affected, the amount of special assessment deferred, and any other appropriate information. Such amount, and interest thereon, shall not be placed on the tax roll until the conditions contained in subsection H. occur. Nothing provided in this section shall be deemed to extinguish or otherwise affect any lien established by law for the collection of any deferred special assessment, and any such lien is expressly retained.

J. Placement on roll. When a determination is made by the City that a grantee no longer qualifies for the dererral, the amount of special assessments deferred, and accrued interest, shall be placed upon the next available tax roll to be collected in the same manner as delinquent special assessments.

K. Payment when no longer eligible: Upon transfer of title of such property by any means, the amount of special assessments deferred, and accrued interest, shall become due and payable in full. Upon payment in full, an appropriate satisfaction of payment shall be issued by the city treasurer and recorded in the office of the Register of Deeds.

L. Appeals and special exception requests. Families that do not meet the income eligibility guidelines for the deferral but that are experiencing unusual financial difficulties may apply to the Housing Committee for a special exception to the eligibility requirements outlined in this policy. The Housing Committee may grant this special exception and approve a deferral of the special assessment on a year to year basis in cases where the family is experiencing unusual financial difficulties. Examples of unusual financial difficulties would include such things as: A recent loss of employment or other significant decline in income from the prior year, unusual health expenses, inability to pay due to other prior fixed debts and/or financial obligations.

common:policies:final sidewalk assessment hardship policy-adopted 7-27-09

Agenda Item 7D: Approval of Draft Special Assessment Hardship Policy

The City Housing Committee was asked to review the draft of the special assessment hardship policy. As written, the policy includes definitions, application procedures, income qualifications and guidelines, appeals and special exception requests. The first draft, including modifications, was sent to the Committee of the Whole who in turn sent it back to the Housing Committee for further review of interest and deferred assessments for sidewalk work.

The Housing Committee suggested changes that would reduce the eligibility requirements to the extremely low income level (30% CMI) vs. the very low income level (50% CMI) since about one-third of the City homeowners could potentially qualify under the very low income category. They also suggested that income level should be based on "family" income vs. individual income levels. A number of suggested text amendments were made to clarify this. An appeals and special exception policy was added to the end to allow the Housing Committee to consider special circumstances in granting a deferral.

Upon their second review of the policy, the Housing Committee felt that interest rates should not be reduced or forgiven during the deferral period since any interest that is forgiven would have to be indirectly made up through the general tax levy. In an effort to keep interest rates consistent, the Housing Committee has suggested that the Council consider the following compromises:

1. Allow no exceptions to the interest rates being charged regardless of the term of the deferral. (Recommended).

2. Reduce the interest rate to 1% to cover administrative processing expenses after the original 10 year bond is paid back by the City.

3. Forgive 100% of the interest (but not principal) for each year that the applicant qualifies for the deferral.

The Mayor clarified that the policy presented is not for special assessments; it is for approving a hardship policy.

Bewley, who serves on the Housing Committee, explained that every year the person with the deferment has to be recertified. The intent of the policy is to make the payment as easy as possible for people who are very low income, but it is not a tool to postpone it forever.

Knapp felt there would be very few requests to use the hardship policy since five sidewalk projects have already been completed, and nobody has said they couldn't pay it.

Teague called the question to end debate. Kabasa seconded. The motion carried unanimously.

City of Ashland, Finance Department, 601 W Main Street, Ashland, WI 54806

SIDEWALK SPECIAL ASSESSMENT DEFERMENT APPLICATION

Property Owner:

Property Address:

Mailing Address:

Parcel Number:

Sidewalk Special Assessment Amount:

$\$$ ____________ Preliminary Assessment Estimate

$\$$ ____________ Final Billing - Actual Amount Assessed

____ / ____ / ____ Date the Levy was Special Assessed

Items to be Submitted with the Application Form

- Most recent federal tax return (prior to the levying of the assessment) and annually thereafter
- Income shall include combined income from all family member (age 18 and older that reside in the household for more than 6 months per year)

Note - Recertification is needed annually. Deferment shall expire if property owners fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility.

I hereby request a deferrment of my sidewalk special assessment:

Signature of Applicant: Date:

Please submit completed application form to City of Ashland Treasurer.

Office Use Only:	Date Submitted:	
Application Reviewed by:		☐ Approved
		☐ Denied

SUBJECT: **Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 2022 Sanitary Sewer Replacement Project (Public Works) Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
City Attorney
Public Works Director

EXHIBITS:
1. Proposed Final Resolution
2. 2022 Sanitary Sewer Replacement - Project Location Map
3. 2022 Sanitary Sewer Replacement - Schedule of Sewer Lateral Replacement

EXPENDITURES REQUIRED: $ 500 Avg. Current Cost of Construction for Private Sewer Lateral Replacement to Right of Way Segment 3
x 19 Private Sewer Laterals Requiring Replacement to Right of Way
$ 9,500 Total Estimated Cost

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

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 construction conforms to the goals and community values identified in the City of Ashland’s Comprehensive Plan.

SUMMARY STATEMENT:

At the March 9, 2021 City Council meeting, the Council approved an Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction. The policy makes provisions for the replacement of privately owned sewer laterals from the sewer main to the right of way (ROW) line when City projects include replacement of an existing sewer main via direct excavation. Per the policy, property owners are then assessed for the replacement of privately owned sewer laterals in order to effectively address the impact of infiltration and inflow (I&I) on the sewer collection system and protect the public investment in the newly paved roadway.

Wisconsin State Statute 66.0911 allows the City to levy an assessment on property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution. The statute also allows the City to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line. The Public Works Director and Utility Manager have determined on a reasonable basis that this cost would be $500 per sewer lateral for the 2022 Sanitary Sewer Main Replacement Project. The methodology used to determine this average current cost of construction was reviewed in detail by the Public Works Committee.

Staff has developed the attached Schedule of Sewer Lateral Replacement for the 2022 Sanitary Sewer Main Replacement Project. Replacement of the existing private sewer lateral is proposed at 19 properties for a total cost of $9,500. The Utility Manager has verified that, per best available information, these private sewer laterals do not meet City standards for sanitary pipe material. Other properties within the project area are either served by a sewer main that will not be replaced as part of the project or are served by a private sewer lateral that complies with City standards for sanitary pipe material.

Staff recommends approval of Resolution 17668 in order to move forward with the replacement of private sewer laterals. Affected property owners would receive notification of the assessments and repayment terms immediately following the February, 8 2022 City Council meeting.

Per Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies, under either option, affected property owners would be able to repay assessments over a 10 year period.

Per Wisconsin Statute 66.0715, the repayment terms may be deferred on the terms and in the manner prescribed by the governing body under either option. On July 27, 2009 the City Council approved a Special Assessment Hardship Policy which, in short, allows qualifying property owners to apply for deferral of the special assessment if the property owner meets prescribed income requirements. For the duration of time that property owners meet these income requirements, the property would be eligible to have the annual special assessment payment deferred until the sale or transfer of the property. The Wastewater Utility would absorb the cost until the property owner is able to resume making payments or until the property is sold or transferred, at which time funds would be transferred to the Wastewater Utility. Property owners are required to annually certify their income via a copy of their federal tax return.

RESOLUTION No. 17668

FINAL RESOLUTION REQUIRING INSTALLATION OF SEWER LATERALS AND PROVIDING FOR ASSESSMENT OF COST UNDER WISCONSIN STATE STATUE 66.0911 FOR THE 2022 SANITARY SEWER REPLACEMENT PROJECT

WHEREAS, Wisconsin § 66.0911 allows the City of Ashland to assess property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution; and,

WHEREAS, Wisconsin § 66.0911 also allows the City of Ashland to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line.

NOW THEREFORE BE IT RESOLVED, by the Ashland Common Council, City of Ashland, Ashland County, Wisconsin:

1. Sewer laterals shall be constructed from sewer mains in the public alleyway bounded by 10th Street West, Vaughn Avenue, 14th Street West and 6th Avenue West to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.

2. Sewer laterals shall be constructed from sewer mains in the public alleyway bounded by Lakeshore Drive East, 4th Avenue West, Main Street West and Vaughn Avenue to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.

3. Sewer laterals shall be constructed from sewer mains in Vaughn Avenue from Lakeshore Drive East to Main St West to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.

4. Construction of the above referenced sewer laterals is associated with the City of Ashland, Ashland County, Wisconsin 2022 Sanitary Sewer Replacement Project, which includes replacement of an existing sewer main.

5. The Ashland Common Council shall cause construction of these laterals and service pipes to be done by contract.

6. Upon completion of the work authorized by this Resolution, the Ashland Common Council shall file a record of the cost of the construction on or in front of each lot in the office of the municipal clerk.

7. When the record of the cost of construction has been filed in the clerk's office, the clerk shall enter the average current cost of construction of sewer laterals on the tax roll as a charge against the lot or parcel served or to be served and notify the owner of each lot of the amount

of the charge against the premises. The charge shall constitute a lien against the premises served or to be served until paid.

8. The final assessment shall be due within 45 days of the initial billing date. If the owner elects to pay in installments, the annual installment period will be based on the following schedule:

   a) Assessments less than $299.99 shall be paid within three (3) years
   b) Assessments from $300.00 to $499.99 shall be paid within four (4) years
   c) Assessments from $500.00 to $799.99 shall be paid within seven (7) years
   d) Assessments over $800.00 shall be paid within ten (10) years

   Annual installment shall be placed on the tax roll and bear the rate of 2.91% (the true interest cost of the 2020C general obligation promissory note (1.91%) issue plus 1% admin fee) per annum on the unpaid balance from January 1 of the year following the installment. All assessments are due in full upon sale or transfer of property.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland hereby approves the resolution authorizing construction of sewer laterals in association with the 2022 Sanitary Sewer Replacement Project and charging lots of parcels served the average current cost of construction of sewer laterals in the City of Ashland, Ashland County, Wisconsin for the 2022 Sanitary Sewer Replacement Project

PASSED: February 8, 2022

____
Councilperson

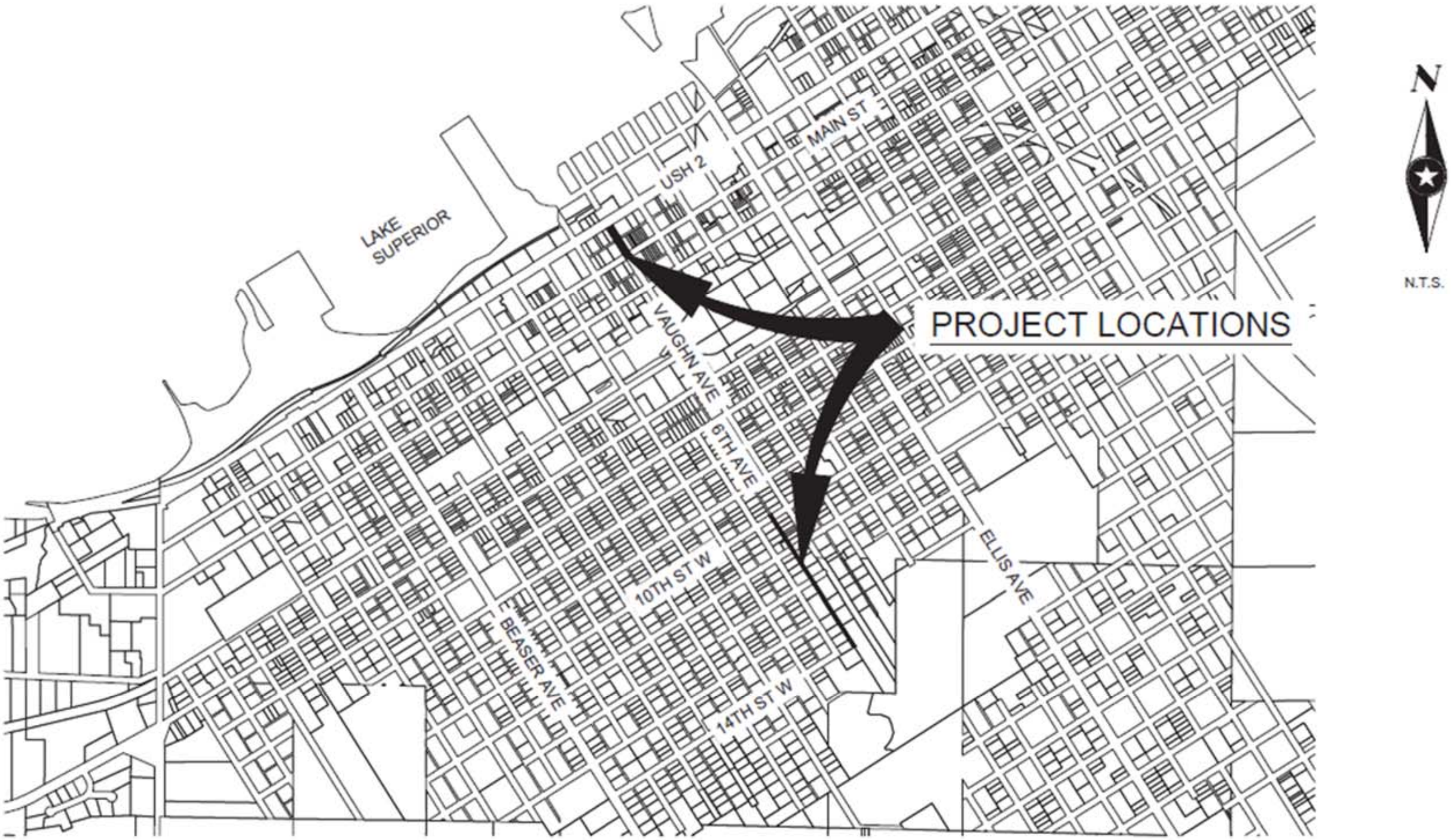
ATTEST:____________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

2022 Sanitary Sewer Replacement- Project Location Map



2022 SANITARY SEWER REPLACEMENT PROJECT: SCHEDULE OF SEWER LATERAL REPLACEMENT												
PROPERTY OWNERSHIP DATA											SEWER LATERAL	
Parcel_Number	**Property_Address**	**First_Name**	**Last_Name**	**Owner_House_#**	**Owner_Street**	**StreetType**	**Direction**	**Owner_City**	**Owner_State**	**Owner_Zip**	**Material**	**Property Owner Cost**
201027950000	1020 6TH AVE W	KATHLEEN	KMETZ	1020	6TH	AVE	W	ASHLAND	WI	54806	VCL	$500.00
201027960000	1012 6TH AVE W		BADGERLAND VENTURES LLC	2506	MAPLE	LN		ASHLAND	WI	54806	VCL	$500.00
201027970000	1006 6TH AVE W	DONALD & HELENE	WEST	1006	6TH	AVE		ASHLAND	WI	54806	VCL	$500.00
201027980000	1000 6TH AVE W	ERIC & ELIZABETH	ERICKSON	1000	6TH	AVE		ASHLAND	WI	54806	VCL	$500.00
201027990000	1023 VAUGHN AVE	LAWRENCE	CICERO		P.O. BOX 722			ASHLAND	WI	54806	VCL	$500.00
201028010000	1017 VAUGHN AVE	VINCE	HIRTH	29828	MEADOW	DR		BURLINGTON	WI	53105	VCL	$500.00
201028020000	1015 VAUGHN AVE	LAWRENCE	CICERO	65736	LAKE PARK	RD		ASHLAND	WI	54806	VCL	$500.00
201028030000	1013 VAUGHN AVE	RITA	MCCARTHY	1013	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201028040000	1009 VAUGHN AVE	JOHN M. & DEBORAH J.	HAGAN	1009	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201028050000	1005 VAUGHN AVE	JOSEPH & KRISTI	SCHIAVONE	1005	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201028060000	1001 VAUGHN AVE	RUIQIANG	CAO	1001	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201028170000	1109 VAUGHN AVE	JAY	EMMERT	1109	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201028180000	504 11TH ST W	KARA	NELIS	504	11TH	ST	W	ASHLAND	WI	54806	VCL	$500.00
201045290000	1120 6TH AVE W	HUGO J	MCCUTCHEON	1120	6TH	AVE	W	ASHLAND	WI	54806	VCL	$500.00
201045300000	1114 6TH AVE W	JOEL & JOCELYN	LANGHOLZ	1114	6TH	AVE	W	ASHLAND	WI	54806	VCL	$500.00
201045310000	1108 6TH AVE W	LUIS	ZANGER	1108	6TH	AVE	W	ASHLAND	WI	54806	VCL	$500.00
201045330000	1121 VAUGHN AVE	ALLAN & SUZANNE	SMILES	1121	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201045410000	1201 VAUGHN AVE	JOHN E & BONNIE J	WESTMAN	1201	VAUGHN	AVE		ASHLAND	WI	54806	VCL	$500.00
201042410000	421 MAIN ST W		VAUGHN AVENUE PROPERTIES LLC	3103	CITY HEIGHTS	RD		ASHLAND	WI	54806	VCL	$500.00
											TOTAL	**$9,500.00**

SUBJECT: **Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 2021 Alley Sanitary Sewer Replacement Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES:
City Administrator
City Attorney
Public Works Director

EXHIBITS:

1. Proposed Final Resolution
2. 2021 Alley Sanitary Sewer Replacement - Project Location Map
3. 2021 Alley Sanitary Sewer Replacement - Schedule of Sewer Lateral Replacement

EXPENDITURES REQUIRED: $ 650 Avg. Current Cost of Construction for Private Sewer Lateral Replacement to Right of Way Segment 1
x 10 Private Sewer Laterals Requiring Replacement to Right of Way

$ 450 Avg. Current Cost of Construction for Private Sewer Lateral Replacement to Right of Way Segment 2
x 13 Private Sewer Laterals Requiring Replacement to Right of Way

$ 300 Avg. Current Cost of Construction for Private Sewer Lateral Replacement to Right of Way Segment 3
x 1 Private Sewer Laterals Requiring Replacement to Right of Way

$ 12,650 Total Estimated Cost

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

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 construction conforms to the goals and community values identified in the City of Ashland’s Comprehensive Plan.

SUMMARY STATEMENT:

At the March 9, 2021 City Council meeting, the Council approved an Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction. The policy makes provisions for the replacement of privately owned sewer laterals from the sewer main to the right of way (ROW) line when City projects include replacement of an existing sewer main via direct excavation. Per the policy, property owners are then assessed for the replacement of privately owned sewer laterals in order to effectively address the impact of infiltration and inflow (I&I) on the sewer collection system and protect the public investment in the newly paved roadway.

Wisconsin State Statute 66.0911 allows the City to levy an assessment on property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution. The statute also allows the City to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line. The Public Works Director and Utility Manager have determined on a reasonable basis that this cost, per sewer lateral, would be as shown below for the 2021 Alley Sanitary Sewer Replacement project. The methodology used to determine this average current cost of construction was reviewed in detail by the Public Works Committee.

Segment 1 - 7th Ave E and Stuntz Ave Alley (100 block)	$650
Segment 2 - Prentice Ave and 5th Ave E alley (800 block)	$450
Segment 3 - Stuntz Ave Alley (200 block)	$300

Staff has developed the attached Schedule of Sewer Lateral Replacement for the 2021 Alley Sanitary Sewer Replacement project. Replacement of the existing private sewer lateral is proposed at 23 properties for a total cost of $12,650.00 The Utility Manager has verified that, per best available information, these private sewer laterals do not meet City standards for sanitary pipe material. Other properties within the project area are either served by a sewer main that will not be replaced as part of the project or are served by a private sewer lateral that complies with City standards for sanitary pipe material.

Staff recommends approval of Resolution 17667 in order to move forward with the replacement of private sewer laterals. Affected property owners would receive notification of the assessments and repayment terms immediately following the February, 8 2022 City Council meeting.

Per Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies, under either option, affected property owners would be able to repay assessments over a 10-year period.

Per Wisconsin Statute 66.0715, the repayment terms may be deferred on the terms and in the manner prescribed by the governing body under either option. On July 27, 2009 the City Council approved a Special Assessment Hardship Policy which, in short, allows qualifying property owners to apply for deferral of the special assessment if the property owner meets prescribed income requirements. For the duration of time that property owners meet these income requirements, the property would be eligible to have the annual special assessment payment deferred until the sale or transfer of the property. The Wastewater Utility would absorb the cost until the property owner is able to resume making payments or until the property is sold or transferred, at which time funds would be transferred to the Wastewater Utility. Property owners are required to annually certify their income via a copy of their federal tax return.

RESOLUTION No. 17667

FINAL RESOLUTION REQUIRING INSTALLATION OF SEWER LATERALS AND PROVIDING FOR ASSESSMENT OF COST UNDER WISCONSIN STATE STATUE 66.0911 FOR THE 2021 ALLEY SANITARY SEWER REPLACEMENT PROJECT

WHEREAS, Wisconsin § 66.0911 allows the City of Ashland to assess property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution; and,

WHEREAS, Wisconsin § 66.0911 also allows the City of Ashland to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line.

NOW THEREFORE BE IT RESOLVED, by the Ashland Common Council, City of Ashland, Ashland County, Wisconsin:

1. Sewer laterals shall be constructed from sewer mains in the public alleyway bounded by Lakeshore Drive East, Stuntz Avenue, Main Street East and 7th Avenue East to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.

2. Sewer laterals shall be constructed from sewer mains in the public alleyway bounded by 8th Street East, 5th Avenue East, 9th Street East and Prentice Avenue to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.

3. Construction of the above referenced sewer laterals is associated with the City of Ashland, Ashland County, Wisconsin 2021 Alley Sanitary Sewer Replacement Project, which includes replacement of an existing sewer main.

4. The Ashland Common Council shall cause construction of these laterals and service pipes to be done by contract.

5. Upon completion of the work authorized by this Resolution, the Ashland Common Council shall file a record of the cost of the construction on or in front of each lot in the office of the municipal clerk.

6. When the record of the cost of construction has been filed in the clerk's office, the clerk shall enter the average current cost of construction of sewer laterals on the tax roll as a charge against the lot or parcel served or to be served and notify the owner of each lot of the amount of the charge against the premises. The charge shall constitute a lien against the premises served or to be served until paid.

7. The final assessment shall be due within 45 days of the initial billing date. If the owner elects to pay in installments, the annual installment period will be based on the following schedule:

a) Assessments less than $299.99 shall be paid within three (3) years
b) Assessments from $300.00 to $499.99 shall be paid within four (4) years
c) Assessments from $500.00 to $799.99 shall be paid within seven (7) years
d) Assessments over $800.00 shall be paid within ten (10) years

Annual installment shall be placed on the tax roll and bear the rate of 2.91% (the true interest cost of the 2020C general obligation promissory note (1.91%) issue plus 1% admin fee) per annum on the unpaid balance from January 1 of the year following the installment. All assessments are due in full upon sale or transfer of property.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland hereby approves the resolution authorizing construction of sewer laterals in association with the 2021 Alley Sanitary Sewer Replacement Project and charging lots of parcels served the average current cost of construction of sewer laterals in the City of Ashland, Ashland County, Wisconsin for the 2021 Alley Sanitary Sewer Replacement Project

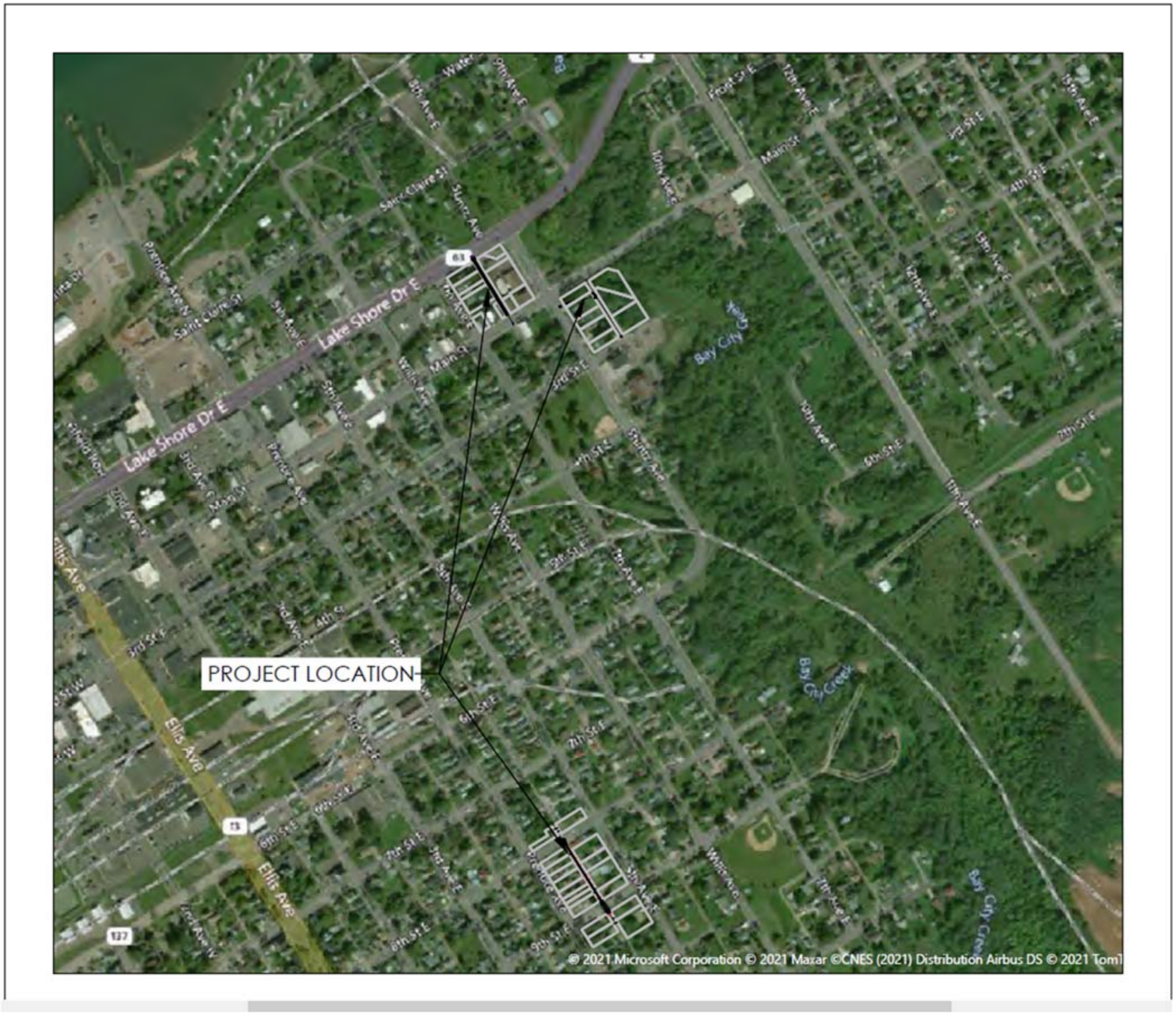
PASSED: February 8, 2022 ______________________________________
Councilperson

ATTEST:____________________________ ______________________________________
Denise Oliphant, City Clerk Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

2021 Alley Sanitary Sewer Replacement- Project Location Map



2021 ALLEY SANITARY SEWER REPLACEMENT PROJECT: SCHEDULE OF SEWER LATERAL REPLACEMENT												
PROPERTY OWNERSHIP DATA											SEWER LATERAL	
Parcel_Number	Property_Address	First_Name	Last_Name	Owner_ House_#	Owner_Street	StreetType	Direction	Owner_City	Owner_State	Owner_Zip	Material	Property Owner Cost
201013910000	707 MAIN ST E	D'ANNA	ZAKOVEC-JULIAN PROPERTIES, LLC	39630	STATE HWY 13			HIGHBRIDGE	WI	54846	VCL	$650.00
201013920000	701 MAIN ST E	D'ANNA	ZAKOVEC-JULIAN PROPERTIES, LLC	39630	STATE HWY 13			HIGHBRIDGE	WI	54846	VCL	$650.00
201013940000	112 7TH AVE E	ANTHONY & AMY	WENSEL	112	7TH AVENUE	0	E	ASHLAND	WI	54806	VCL	$650.00
201013950000	108 7TH AVE E	ANDRES	RODRIGUEZ	108	7TH	AVE	E	ASHLAND	WI	54806	VCL	$650.00
201013960000	104 7TH AVE E	FRANCIS	LAJEUNESSE	104	7TH	AVE	E	ASHLAND	WI	54806	VCL	$650.00
201013970000	102 7TH AVE E		102 7TH AVE E, LLC	910	15TH	AVE	0	ASHLAND	WI	54806	VCL	$650.00
201013990000	713 MAIN ST E		OJMB, INC	713	MAIN	ST	E	ASHLAND	WI	54806	VCL	$650.00
201014000000	719 MAIN ST E		CITY OF ASHLAND	601	MAIN	ST	W	ASHLAND	WI	54806	VCL	$650.00
201014010000	113 STUNTZ AVE		REARDON PROPERTIES, LLC	113	STUNTZ	AVE		ASHLAND	WI	54806	VCL	$650.00
201014030000	722 LAKE SHORE DR E	HARLAND	HANNINEN	60270	HORSTMAN	RD		MASON	WI	54856	VCL	$650.00
201015510000	206 STUNTZ AVE	DEBRA	BATES	206	STUNTZ	AVE		ASHLAND	WI	54806	VCL	$300.00
201024740000	816 PRENTICE AVE		LANDMARK REAL ESTATE MANAGEMENT, LLC		PO BOX 67			ASHLAND	WI	54806	VCL	$450.00
201024750000	814 PRENTICE AVE		BJN INVESTMENTS LLC	522	26TH	AVE	E	ASHLAND	WI	54806	VCL	$450.00
201024760000	810 PRENTICE AVE	JASON E	ROSS	810	PRENTICE	AVE		ASHLAND	WI	54806	VCL	$450.00
201024770000	806 PRENTICE AVE	EUGENE & WENDY	CICHON	314	BEASER AVENUE			ASHLAND	WI	54806	VCL	$450.00
201024780000	804 PRENTICE AVE	JON F.	HEGBLOOM	804	PRENTICE	AVE		ASHLAND	WI	54806	VCL	$450.00
201024790000	800 PRENTICE AVE	LISA	KARAU	800	PRENTICE	AVE		ASHLAND	WI	54806	VCL	$450.00
201024800000	823 5TH AVE E	BEAU	HERSHBERGER		PO BOX 487			ASHLAND	WI	54806	VCL	$450.00
201024810000	815 5TH AVE E	TRAVIS	MADAY	815	5TH	AVE	E	ASHLAND	WI	54806	VCL	$450.00
201024820000	809 5TH AVE E	RICHARD V AND LEE ANN	MORRIS REVOCABLE LIVING TRUST	1022	CRAGMORE	DR		SEABROOK	TX	77586	VCL	$450.00
201024830000	807 5TH AVE E	DENNIS & DONNA	HUDSON	2915	FARM	RD		ASHLAND	WI	54806	VCL	$450.00
201024840000	801 5TH AVE E	WILLIAM C.	MARKESON	712	MAIN	ST	E	ASHLAND	WI	54806	VCL	$450.00
201026800000	900 PRENTICE AVE		PRENTICE HOUSE INC		PO BOX891			ASHLAND	WI	54806	VCL	$450.00
201026840000	901 5TH AVE E	WILLA	VANSELOW	901	5TH	AVE	E	ASHLAND	WI	54806	VCL	$450.00
											TOTAL	**$12,650.00**

SUBJECT: **Approve a Resolution Authorizing the Issuance and Sale of Up to $623,081 Sewerage System Revenue Bonds, Series 2022, and Providing For Other Details and Covenants With Respect Thereto, and Approval of Related $1,373,081 Financial Assistance Agreement *(Public Works, Finance)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
Public Works Director

EXHIBITS:
1. Proposed Resolution
2. State of Wisconsin Clean Water Fund Program - Financial Assistance Agreement with Principal Forgiveness

EXPENDITURES REQUIRED: $0

AMOUNT BUDGETED: $0

APPROPRIATION REQUIRED: $0

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 revenue bonds conform to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The approval of the accompanying resolution is required to obtain the financing needed to pay for the 2021 Sanitary Sewer Collection System Repair Project, previously authorized by the Council at the March 30, 2021 meeting. Work by Michels Corporation is expected to be completed in late Spring 2022.

At the March 31, 2020 meeting, the Council approved a contract with Short, Elliot, and Hendrickson (SEH) that included professional services necessary to allow the project to be eligible for the WDNR Clean Water Loan Program (CWLP), a funding program established to provide support for municipal wastewater projects, with priority given to low income communities. The CWLP provides funds at reduced interest rates and allows for principal forgiveness.

Based upon the WDNR's approval of the City's funding application last summer, the Council awarded a contract in the amount of $977,358 to Michels Corporation of Brownsville, Wisconsin. Subsequent change orders for additional work and fees for SEH's services related to project design, construction management, and CWLP administration services have resulted in a total project budget of $1,373,081. The City has received principal forgiveness on $750,000 in project costs, leaving the remaining $623,081to be financed via the sale of revenue bonds. The interest rate paid on the bonds will be at the CWLP subsidized rate of 0.97 percent and the balance will be amortized over a 30-year period.

Council approval is requested to approve the required resolution authorizing the issuance of Sewerage System Revenue Bonds and the accompanying Financial Assistance Agreement for the financing of the 2021 Sanitary Sewer Collection System Repair Project.

Repayment of this debt will not require a rate increase in the Wastewater Utility. However, staff is currently projecting long term needs to evaluate the need for future rate increases to fund additional projects and operations.

RESOLUTION NO. 17670

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $623,081 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. 17143 adopted by the Governing Body on December 9, 2014 (the "2014 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014 (the "2014 Bonds") which 2014 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 17317 adopted by the Governing Body on November 15, 2016 (the "2016 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2016, dated December 14, 2016 (the "2016 Bonds") which 2016 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 17453 adopted by the Governing Body on July 31, 2018 (the "2018 Resolution"), the Municipality has heretofore issued its Sewerage System Mortgage Revenue Bonds, dated August 10, 2018 (the "2018 Bonds") which 2018 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2014 Bonds, the 2016 Bonds and the 2018 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2014 Resolution, the 2016 Resolution and the 2018 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4525-17 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2020-0841A and dated August 12, 2020 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

QB\72246740.1

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $623,081 Sewerage System Revenue Bonds, Series 2022, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Ashland, Ashland and Bayfield Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2014 Bonds, the 2016 Bonds and the 2018 Bonds collectively;

(p) "Prior Resolutions" means the 2014 Resolution, the 2016 Resolution and the 2018 Resolution collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2014 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014;

(u) "2014 Resolution" means Resolution No. 17143 adopted by the Governing Body on December 9, 2014 authorizing the issuance of the 2014 Bonds;

(v) "2016 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2016, dated December 14, 2016;

(w) "2016 Resolution" means Resolution No. 17317 adopted by the Governing Body on November 15, 2016 authorizing the issuance of the 2016 Bonds;

(x) "2018 Bonds" means the Municipality's Sewerage System Mortgage Revenue Bonds, dated August 10, 2018; and

(y) "2018 Resolution" means Resolution No. 17453 adopted by the Governing Body on July 31, 2018 authorizing the issuance of the 2018 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $623,081; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2022" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.970% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2022 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted on September 29, 1998, continued by the Prior Resolutions and are hereby continued and shall be used solely for the following respective purposes:

(a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

(c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.

(d) Reserve Account, established by the 2018 Resolution for the 2018 Bonds (the "Reserve Account"). The Reserve Account is not pledged to the payment of the principal of or interest on the Bonds and monies on deposit therein shall under no circumstances be used for that purpose.

(e) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund, including the Reserve Account shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);

(c) to the Reserve Account, any amount required by the 2018 Resolution or a future resolution authorizing the issuance of Parity Bonds to fund the Reserve Account; and

(d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and the amounts deposited in the Reserve Account shall be sufficient to fund the Reserve Account for the 2018 Bonds and any Parity Bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to $623,081 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: February 8, 2022
Approved: February 8, 2022

____
Debra S. Lewis
Mayor

Attest:

____
Denise Oliphant
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____ | UNITED STATES OF AMERICA
STATE OF WISCONSIN
ASHLAND AND BAYFIELD COUNTIES
CITY OF ASHLAND | REGISTERED
$_________

SEWERAGE SYSTEM REVENUE BOND, SERIES 2022

Final Maturity Date	Date of Original Issue
May 1, 2051	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed ________________________ DOLLARS ($_________) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2022 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.970% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2022.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2022 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 970/1000ths percent (0.970%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of $0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted February 8, 2022, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $623,081 Sewerage System Revenue Bonds, Series 2022, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014, Sewerage System Revenue Bonds, Series 2016, dated December 14, 2016 and Sewerage System Mortgage Revenue Bonds, dated August 10, 2018, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF ASHLAND,
WISCONSIN

(SEAL)

By:____________________________
Debra S. Lewis
Mayor

By:____________________________
Denise Oliphant
City Clerk

QB\72246740.1

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____

____

____

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

____

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

____

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated:_______________

____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

____

SCHEDULE A

$623,081

CITY OF ASHLAND, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022

Amount of Disburse-ment	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

QB\72246740.1

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2022	$17,993.65
May 1, 2023	18,168.19
May 1, 2024	18,344.42
May 1, 2025	18,522.36
May 1, 2026	18,702.02
May 1, 2027	18,883.43
May 1, 2028	19,066.60
May 1, 2029	19,251.55
May 1, 2030	19,438.29
May 1, 2031	19,626.84
May 1, 2032	19,817.22
May 1, 2033	20,009.45
May 1, 2034	20,203.54
May 1, 2035	20,399.52
May 1, 2036	20,597.39
May 1, 2037	20,797.19
May 1, 2038	20,998.92
May 1, 2039	21,202.61
May 1, 2040	21,408.27
May 1, 2041	21,615.93
May 1, 2042	21,825.61
May 1, 2043	22,037.32
May 1, 2044	22,251.08
May 1, 2045	22,466.91
May 1, 2046	22,684.84
May 1, 2047	22,904.88
May 1, 2048	23,127.06
May 1, 2049	23,351.40
May 1, 2050	23,577.90
May 1, 2051	23,806.61

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214A rev 03/21

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF ASHLAND

$1,373,081 With up to $750,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of February 23, 2022

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 02201
Clean Water Fund Program Project No. 4525-17

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

ARTICLE II
REPRESENTATIONS

ARTICLE III
LOAN PROVISIONS

ARTICLE IV
CONSTRUCTION OF THE PROJECT

ARTICLE V
COVENANTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated February 23, 2022, between the STATE OF WISCONSIN Clean Water Fund Program (the “CWFP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Ashland, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the “Loan”) under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

“American Iron and Steel” means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 30, 2020, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

“FAA” means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

“Financial Assistance” means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

“Fiscal Sustainability Plan” means a plan meeting the minimum requirements of section 603(d)(1)(E) of the Act.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

(a) amount of each disbursement,

(b) date of each disbursement,
(c) the series of Bonds from which each disbursement is made,
(d) principal amounts repaid, and
(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;

(e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;

(f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and

(g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Ashland, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

“Parallel Cost Percentage” means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

“Parity Obligations” means the Municipality's $592,610 Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014; the Municipality's $274,826 Sewerage System Revenue Bonds, Series 2016, dated December 14, 2016; the Municipality's $960,000 Sewerage System Mortgage Revenue Bonds, dated August 10, 2018; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

“Plans and Specifications” means the Project design plans and specifications assigned No. S-2020-0841A, approved by DNR on August 12, 2020, as the same may be amended or modified from time to time in accordance with this FAA.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required pursuant to the Act, Statute, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is $750,000. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 55%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

“Progress payments” means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

“Project” means the project assigned CWFP Project No. 4525-17 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

“SDWLP” means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

“Sewerage System” means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

“State" means the State of Wisconsin.

“Statute” means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

(a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.

(b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.

(e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA,
(3) adopt the Municipal Obligation Resolution,
(4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
(5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $623,081 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

> (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
>
> (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
>
> (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
>
> (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of $100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The actual Substantial Completion date of the Project was December 23, 2021.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx, and the Wisconsin Department of Transportation's website at https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $1,373,081 with Principal Forgiveness of $750,000 for payment of Project Costs.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of $623,081. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of zero and 970/1000ths percent (0.970%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or $50,000, whichever is less; second, in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to $750,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligations shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on February 23, 2022. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than thirty (30) years from the date of this FAA and shall mature and be fully amortized not later than thirty (30) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit G); and

(4) DNR certifies in writing to DOA the Municipality’s compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, “An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service”.

Section 3.07. <u>Remedies</u>

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds, if the Loan has not been fully disbursed.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. <u>Security for the Municipal Obligations</u> In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs will be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not 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 Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. 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 contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. Fiscal Sustainability Plan The Municipality has completed all required components of a Fiscal Sustainability Plan and shall maintain the plan at least for the life of the Loan.

Section 5.24. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.25. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF ASHLAND
601 MAIN STREET WEST
ASHLAND WI 54806

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, and providing Principal Forgiveness; and assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF ASHLAND

By: ____________________________________
Debra S. Lewis
Mayor

Attest: _________________________________
Denise Oliphant
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: ____________________________________
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: ____________________________________
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF ASHLAND
CWFP Project No. 4525-17

	Total Project Costs	Ineligible	Net CWFP Loan Amount
Force Account	0	0	0
Interim Financing Costs	0	0	0
Preliminary Engineering	208,720	88,233	120,487
Land or Easement Acquisition	0	0	0
Engineering/Construction Mgmt.	135,005	47,505	87,500
Construction/Equipment	977,358	0	977,358
Contingency	179,736	0	179,736
Miscellaneous Costs	0	0	0
Closing Costs	8,000	0	8,000
Total	**$1,508,819**	**$135,738**	**$1,373,081**
General Principal Forgiveness (A)			**$750,000**
Loan at 0.970%			**$623,081**

A = Principal Forgiveness is calculated and awarded up to 55% of the eligible CWFP Total Award Amount for this Project.

City of Ashland, Wisconsin **Exhibit B**

Project 4525-13 Clean Water Fund Program

Loan Closing Date: ***February 23, 2022***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-22	17,993.65	0.970%	1,141.62	19,135.27	19,135.27	0.00
1-Nov-22	0.00	0.970%	2,934.67	2,934.67	0.00	22,069.94
1-May-23	18,168.19	0.970%	2,934.67	21,102.86	24,037.53	0.00
1-Nov-23	0.00	0.970%	2,846.56	2,846.56	0.00	23,949.42
1-May-24	18,344.42	0.970%	2,846.56	21,190.98	24,037.54	0.00
1-Nov-24	0.00	0.970%	2,757.59	2,757.59	0.00	23,948.57
1-May-25	18,522.36	0.970%	2,757.59	21,279.95	24,037.54	0.00
1-Nov-25	0.00	0.970%	2,667.75	2,667.75	0.00	23,947.70
1-May-26	18,702.02	0.970%	2,667.75	21,369.77	24,037.52	0.00
1-Nov-26	0.00	0.970%	2,577.05	2,577.05	0.00	23,946.82
1-May-27	18,883.43	0.970%	2,577.05	21,460.48	24,037.53	0.00
1-Nov-27	0.00	0.970%	2,485.46	2,485.46	0.00	23,945.94
1-May-28	19,066.60	0.970%	2,485.46	21,552.06	24,037.52	0.00
1-Nov-28	0.00	0.970%	2,392.99	2,392.99	0.00	23,945.05
1-May-29	19,251.55	0.970%	2,392.99	21,644.54	24,037.53	0.00
1-Nov-29	0.00	0.970%	2,299.62	2,299.62	0.00	23,944.16
1-May-30	19,438.29	0.970%	2,299.62	21,737.91	24,037.53	0.00
1-Nov-30	0.00	0.970%	2,205.35	2,205.35	0.00	23,943.26
1-May-31	19,626.84	0.970%	2,205.35	21,832.19	24,037.54	0.00
1-Nov-31	0.00	0.970%	2,110.16	2,110.16	0.00	23,942.35
1-May-32	19,817.22	0.970%	2,110.16	21,927.38	24,037.54	0.00
1-Nov-32	0.00	0.970%	2,014.04	2,014.04	0.00	23,941.42
1-May-33	20,009.45	0.970%	2,014.04	22,023.49	24,037.53	0.00
1-Nov-33	0.00	0.970%	1,917.00	1,917.00	0.00	23,940.49
1-May-34	20,203.54	0.970%	1,917.00	22,120.54	24,037.54	0.00
1-Nov-34	0.00	0.970%	1,819.01	1,819.01	0.00	23,939.55
1-May-35	20,399.52	0.970%	1,819.01	22,218.53	24,037.54	0.00
1-Nov-35	0.00	0.970%	1,720.07	1,720.07	0.00	23,938.60
1-May-36	20,597.39	0.970%	1,720.07	22,317.46	24,037.53	0.00
1-Nov-36	0.00	0.970%	1,620.17	1,620.17	0.00	23,937.63
1-May-37	20,797.19	0.970%	1,620.17	22,417.36	24,037.53	0.00
1-Nov-37	0.00	0.970%	1,519.31	1,519.31	0.00	23,936.67
1-May-38	20,998.92	0.970%	1,519.31	22,518.23	24,037.54	0.00
1-Nov-38	0.00	0.970%	1,417.46	1,417.46	0.00	23,935.69
1-May-39	21,202.61	0.970%	1,417.46	22,620.07	24,037.53	0.00
1-Nov-39	0.00	0.970%	1,314.63	1,314.63	0.00	23,934.70
1-May-40	21,408.27	0.970%	1,314.63	22,722.90	24,037.53	0.00
1-Nov-40	0.00	0.970%	1,210.80	1,210.80	0.00	23,933.70
1-May-41	21,615.93	0.970%	1,210.80	22,826.73	24,037.53	0.00
1-Nov-41	0.00	0.970%	1,105.96	1,105.96	0.00	23,932.69
1-May-42	21,825.61	0.970%	1,105.96	22,931.57	24,037.53	0.00
1-Nov-42	0.00	0.970%	1,000.11	1,000.11	0.00	23,931.68
1-May-43	22,037.32	0.970%	1,000.11	23,037.43	24,037.54	0.00
1-Nov-43	0.00	0.970%	893.23	893.23	0.00	23,930.66
1-May-44	22,251.08	0.970%	893.23	23,144.31	24,037.54	0.00
1-Nov-44	0.00	0.970%	785.31	785.31	0.00	23,929.62
1-May-45	22,466.91	0.970%	785.31	23,252.22	24,037.53	0.00
1-Nov-45	0.00	0.970%	676.35	676.35	0.00	23,928.57
1-May-46	22,684.84	0.970%	676.35	23,361.19	24,037.54	0.00
1-Nov-46	0.00	0.970%	566.32	566.32	0.00	23,927.51
1-May-47	22,904.88	0.970%	566.32	23,471.20	24,037.52	0.00
1-Nov-47	0.00	0.970%	455.24	455.24	0.00	23,926.44
1-May-48	23,127.06	0.970%	455.24	23,582.30	24,037.54	0.00
1-Nov-48	0.00	0.970%	343.07	343.07	0.00	23,925.37
1-May-49	23,351.40	0.970%	343.07	23,694.47	24,037.54	0.00
1-Nov-49	0.00	0.970%	229.81	229.81	0.00	23,924.28
1-May-50	23,577.90	0.970%	229.81	23,807.71	24,037.52	0.00
1-Nov-50	0.00	0.970%	115.46	115.46	0.00	23,923.17
1-May-51	23,806.61	0.970%	115.46	23,922.07	24,037.53	23,922.07
1-Nov-51	0.00	0.970%	-	-	0.00	0.00
Totals	623,081.00		93,142.72	716,223.72	716,223.72	716,223.72

Net Interest Rate	0.9700%
Bond Years	9,602.3441
Average Life	15.4111

The above schedule assumes full disbursement of the loan on the loan closing date.

12-Jan-22 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. However, borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your actual payment schedule based on disbursements to-date at http://eif.doa.wi.gov/ by selecting Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at http://eif.doa.wi.gov/.

Available Report	Information Provided
Auditor Verification Report	Provides information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance as of the selected date.
Loan Payment Schedule	Future principal and interest payments for disbursements through the selected date.
Payment History	Past principal and interest payments through the selected date.
Disbursement History	Past loan and grant disbursements through the selected date.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at http://eif.doa.wi.gov/siteDescr.htm.

After your last disbursement of loan funds and project close-out, we will email the final loan payment schedule to you.

The Environmental Improvement Fund sends invoices semi-annually. Principal and interest payments are due by May 1 each year. Interest-only payments are due by November 1. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

Please call Katherine Miller at 608-266-2305 or email doaeif@wisconsin.gov for more information on your payment schedule.

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

Amount of Disbursement	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance
$			$	$
$			$	$
$			$	$
$			$	$
$			$	$
$			$	$
$			$	$
$			$	$

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Ashland Project Number: 4525-17 Loan/Grant Amount: $1,373,081
Project Description: Rehabilitate Sanitary Sewers and Manholes - Districts 1, 2, 7, and 8
Did the municipality satisfy the DBE requirements? ☐ Yes X No (If no, refer to Project Manager Summary Page of this FAA.)

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate $	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Michels Corporation	☐ MBE ☐ WBE ☐ Other X N/A	Construction	$977,358	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE $_____________ Total WBE $ ____________ Total Other $ ____________

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate $	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Short Elliott Hendrickson Inc.	☐ MBE ☐ WBE ☐ Other X N/A	Engineering	$343,725	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE $ ____________ Total WBE $ ____________ Total Other $ ____________

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF ASHLAND
CWFP Project No. 4525-17

1. Project Description: Sewer rehabilitation of 20,530' of varying pipe sizes and manhole repair on St. Claire Street, Lake Shore Drive, and the alleys between Ellis and Stuntz Avenues in the City of Ashland. Using the no-dig pipe repair method fully structural Class IV cured in place pipe lining (CIPP) this Project will decrease the amount of ground water inflow and infiltration entering sewer pipes in Districts 1, 2, 7, and 8.

   The scopes of work of CWFP project nos. 4525-13 and 4525-17 are both included in this FAA. Both consist of sewer rehabilitation and manhole repair, while the work of project no. 4525-13 is located in Districts 1 and 2, and the work of project no. 4525-17 is located in Districts 7 and 8.

2. Ineligible Costs: $135,738 of engineering contracts for the Project include engineering costs outside the scope of the Project. This includes costs for the 2020 CIPP project analysis, the 6th Avenue Lift Station pump analysis, the pre/post 2020 flow monitoring services, and the 2020-2021 CIPP engineering construction services. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.

3. Loan Term: The Project has a documented average useful life of 30 years or greater, and therefore is eligible for a 30-year Loan term. The Municipality has elected the 30-year Loan term.

4. Contingency Allowance: The contingency allowance of $179,736 is 10% of the amount of uncompleted construction work adjusted for CME reviewed change orders. The Municipality must obtain CME approval of change orders prior to requesting reimbursement. Change order no. 4 is expected, but was not ready as of the date of this FAA.

Base contingency—uncompleted construction work x 10%	$97,736
Michels Corporation, Change Order No. 1	$23,173
Michels Corporation, Change Order No. 3	$58,827
Total Contingency Allowance (sum of above rows)	**$179,736**

5. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP application, the annual deposit is estimated at $178,455.

6. DBE Good Faith Effort: The City of Ashland made a good faith effort to solicit DBE participation for this Project by publishing an advertisement that encouraged DBEs to apply. No evidence has been provided to the Department that indicates the prime contractor, Michels Corporation, made good faith efforts to solicit DBE participation. Only one subcontractor was hired to perform a spot repair of sanitary sewer located in Highway 2, in order to create continuous pipe to allow CIPP lining. Given that Michels Corporation did not solicit DBE participation for this subcontract and did not provide any other DBE opportunities in the construction contract, the Department sanctioned 7% of the costs of the subcontract, or $4,118.

7. Green Project Reserve: No GPR elements were identified during the review of this Project.

8. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.

9. Principal Forgiveness: The Project is eligible for 55% Principal Forgiveness. The amount of general Principal Forgiveness available for this Project as of the date of this FAA is $750,000. All disbursements will be processed at 55% Principal Forgiveness, up to the maximum of $750,000.

10. Fiscal Sustainability Plan: The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act has been developed and that the plan will be maintained at least for the life of the Loan.

11. Closing the Loan contemplated in this FAA is contingent on Rural Development granting consent for the Municipality to issue the Municipal Obligation securing the Loan.

12. Composite Interest Rate: $4,118 of the Project is being funded at the market rate due to a DBE sanction. The Municipality has decided to incorporate the market rate costs into the FAA. The equations for the composite interest rate calculation that includes the market rate costs is as follows, and a table of the inputs into the equations is shown below.

$$(4{,}118 \times 0.029) + (618{,}963 \times 0.00957) = 6{,}042.898$$
$$6{,}042.898 / 623{,}081 = 0.0097$$

Total Eligible Costs	$1,373,081
Parallel Cost Percentage (PCP)	100.00%
Internal Funds (Total internal funds or other non-CWFP loan funds for ineligible and eligible costs)	$135,738
Ineligible Costs Covered by Internal Funds	$135,738
Market Rate Costs Funded in Net Loan	$4,118
CWFP Funding for this Project (Total eligible costs – Eligible costs paid by other grants)	$1,373,081
Principal Forgiveness	$750,000
Net CWFP Loan Amount	$623,081
Market Rate Costs @ 2.900%	$4,118
Collection System @ 0.957%	$618,963
Composite Interest Rate	0.970%

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Ashland (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4525-17 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4525-17 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: ________________________________ Dated as of: ____________________
[Name of Municipal Official or
Authorized Representative]
[Title]

Attest: ______________________________ Dated as of: ____________________
[Name of Clerk or Secretary]
[Title]

SUBJECT: **Approve to Purchase a John Deere 544P Wheel Loader from McCoy Construction Forestry for the Public Works Department *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Administrator
Director of Public Works
Streets Foreman

EXHIBITS:

EXPENDITURES REQUIRED: $ 269,500.00

AMOUNT BUDGETED: $ 220,000.00 CP Fund 460 Public Works Equipment

APPROPRIATION REQUIRED: $ 30,000.00 Future Sale of Existing Wheel Loader
$ 19,500.00 CP Fund 460 Public Works Equipment

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 31, 2022, that McCoy Construction and Forestry is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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: N/A

SUMMARY STATEMENT:

The Streets Division has been interested in replacing the 1992 644 John Deere Loader as this loader has significantly exceeded its useful lifetime and would benefit from preventative replacement prior to failure of any major components. The Public Works Department recently compared the age and hours run of City fleet assets to industry standards and identified the 644 John Deere Loader as the top priority for preventative replacement in the 2022 budget.

The Streets Foreman advertised for bids to purchase a new Wheel Loader. Two bids were received, with McCoy Construction and Forestry providing the lowest bid. The Public Works Department recommends approval to purchase the John Deere 544P Wheel Loader from McCoy Construction and Forestry for the amount of $269,500.00.

Bids were significantly higher than the budgeted amount of $220,000 so the Public Works Department is requesting approval to apply funds from the future sale of the existing 644 John Deere Loader to the purchase of the Wheel Loader. The Department is also requesting approval to reallocate $19,500 within Fund 460

Public Works Equipment toward the purchase of the Wheel Loader. These funds were originally budgeted for the replacement of a one-ton pickup and other options, such as leasing, will be evaluated to meet this need. In addition, Public Works staff will install new front and wing plows on the equipment in order to reduce cost.

The Public Works Department hopes to receive the Wheel Loader in time for use during the 2022-2023 winter season.

	McCoy	Fabick Cat
Make/Model	John Deere 544P	Caterpillar 930M
BidPrice	$269,500.00	$271,262.00

SUBJECT: **Consider a Request from Breath of Life Pregnancy Resource Center for Forgiveness of the City of Ashland's Portion of Their 2021 Property Taxes *(Clerk)* Roll**

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES:

EXHIBITS:
1. Correspondence January 18, 2022
2. Property Summary

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Treasurer, Jeff Laabs, of the Breath of Life Pregnancy Resource Center, 200 Chapple Avenue, contacted the City Clerk on January 18, 2022 regarding their 2021 Property Tax bill.

The Resource Center purchased the property at 200 Chapple Avenue (formerly Haukaas Law Office) and closed on June 1, 2021. The property tax bill for 2021 is $3234.00 which includes taxes allocated to the City of Ashland, Ashland County, the Ashland School District, and Northwood Technical College. The City's portion of this tax bill is $1,412.32. At the time of sale, the seller paid the property tax through May 31, 2021. The remaining seven months' tax for 2021 is the responsibility of the buyer, which is $823.85.

The 501(c)(3) is a designation of the Federal Tax code, not state property tax codes. Simply having a 501(c)(3) recognition does not mean they are exempt under Wis Stat. 70.11 and the burden is on the applicant that they are exempt. According to the Ashland County Land Description office, tax exemption is not retroactive as WI Statute 70.109 states, *"Presumption of taxability. Exemptions under this chapter shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption."*

The buyer stated in their email that they have been granted 501c(3) status and "neglected to file the exemption tax form as I was unaware of the procedure." Mr. Laabs has since submitted the request for tax exception for this property, and is asking Council for forgiveness of the City's portion of the 2021 property tax bill of $823.85.

Denise Oliphant

From: JeffDiane Laabs <jdlaabs1990@gmail.com>
Sent: Tuesday, January 18, 2022 8:46 AM
To: Denise Oliphant
Subject: Breath of Life building purchase

Denise,
Good morning. I just spoke with your office and she gave me your email address. I am the treasurer of the Breath of Life Pregnancy Resource Center located at 200 Chapple Avenue. We purchased this building and closed on it on June 1, 2021. We received a property tax bill for 2021 of $3234. I understand that we are still responsible for this even though we are a 501c(3)? I neglected to file the exemption tax form as I was unaware of the procedure. I am trying to find out if we received a five month credit from the seller up to the June 1st date. I understand there is an exemption form to file. Can you email that to me? I also have the federal and state exemption certificates as proof of our non-profit state. Thank you!

Jeff Laabs, Treasurer
715-919-4268

Ashland County Web Search - Property Summary

Search powered by GCS

Report-/Print engine
List & Label ® Version 19:

Property: 201-04315-0000

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021	Real Estate	201-04315-0000	201 - CITY OF ASHLAND	200 CHAPPLE AVE	BREATH OF LIFE PREGNANCY RESOURCE CENTER, INC. 200 CHAPPLE AVE ASHLAND WI 54806

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	201-04315-0000
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☒	200 CHAPPLE AVE

Owners

Name	Status	Ownership Type	Interest
BREATH OF LIFE PREGNANCY RESOURCE CENTER, INC.	CURRENT OWNER		
HAUKAAS PROPERTIES LLC	FORMER OWNER		
HAUKAAS LAW OFFICE SC	FORMER OWNER		
ASHLAND LEGAL BLDG INC	FORMER OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOTS 23 AND 24 BLOCK 114 VAUGHNS DIVISION & LOTS 6 & 7 BLOCK 2 AUSTRIANS ADDITION

Public Land Survey - Property Descriptions

Primary	Section ▲	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type	#	Plat
☐	05	47 N	04 W	NE	NE		2	LOT	6	AUSTRIANS ADDITION TO CITY
☐	05	47 N	04 W	NE	NE		2	LOT	7	AUSTRIANS ADDITION TO CITY
☐	32	48 N	04 W				114	LOT	24	VAUGHN'S DIVISION TO CITY

	32	48 N	04 W				114	LOT	23	VAUGHN'S DIVISION TO CITY

District

Code ▲	Description	Category
	ASHLAND COUNTY	OTHER DISTRICT
	LOCAL	OTHER DISTRICT
	STATE OF WISCONSIN	OTHER DISTRICT
1700	VTAE DISTRICT	TECHNICAL COLLEGE
0170	ASHLAND SCHOOL DIST	REGULAR SCHOOL

Associated Properties

No Associated properties were found

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: **131300**
Assessment Ratio: **1.0591**
Legal Acres: **0.000**

2021 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.161	21000	118100	139100
ALL CLASSES	**0.161**	**21000**	**118100**	**139100**

2020 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.161	19500	106500	126000
ALL CLASSES	**0.161**	**19500**	**106500**	**126000**

Taxes

Tax Summary

Bill #: 2986	Net Mill Rate: **0.023720453**

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2022	1617.18
7/31/2022	1617.17

Payments

No payments were found

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	3508.12	-	-
School Credit	208.60	-	-
Total	3299.52	-	-
ASHLAND COUNTY	911.88		
ASHLAND SCHOOL DIST	933.15		
LOCAL	1412.32		
VTAE DISTRICT	42.17		
First Dollar Credit	65.17	-	-
Lottery Credit	0.00	-	-
Net Tax	3234.35	0.00	3234.35
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	**3234.35**	**0.00**	**3234.35**

Tax History

Interest/Penalty Date 01/25/2022

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2021	3234.35	0.00	0.00	0.00	N/A	3234.35	No Payment Collected
2020	3225.09	0.00	0.00	3225.09	12/31/2020	0.00	Paid
2019	3177.62	0.00	0.00	3177.62	6/12/2020	0.00	Paid
2018	3046.04	60.92	30.46	3137.42	3/25/2019	0.00	Paid
2017	3060.84	108.57	54.30	3223.71	9/11/2018	0.00	Paid
2016	3171.21	0.00	0.00	3171.21	4/26/2017	0.00	Paid
TOTAL	**18915.15**	**169.49**	**84.76**	**15935.05**	**-**	**3234.35**	**-**

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

All documents are verified as of 11/22/2014

Doc #	Type	Vol / Page	# Pages	Signed Date	Transfer Date	Sale Amount	# Properties
355273	WD					$185,000.00	0
343235	QC					$0.00	0
342797	WD					$0.00	0

SUBJECT: **Adopt the City of Ashland Strategic Plan and the Implementation Plan (Administration) Voice**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Administrator

EXHIBITS: 1. Implementation Plan for City of Ashland

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Strategic Plan for the City of Ashland conforms to the City's Comprehensive Plan and Ashland's vision by striving toward a vibrant, connected, and sustainable community. *"Our vision is what we are working towards; the kind of community and place we want Ashland, Wisconsin to become after years of hard work, sacrifice, and collaboration. Through planning and the daily work of implementation, our vision answers the question, "What are we ultimately trying to achieve?"*

SUMMARY STATEMENT:

City staff worked with Managing Results from January 24-28 to complete the implementation schedule of the strategic plan. During the course of the week, each of the strategic goals was discussed in a four-hour session with critical staff (every department head attended at least one meeting). I am very proud of the results of this effort and think the city council has formulated aggressive but achievable goals. I also believe you will recognize the effort and thought staff put into the implementation plan.

I will be assigning a lead department head for each of the strategic goals and they will be reporting to me on a quarterly basis. Progress will be reported to Council by me on a semi-annual basis.

The strategic plan with implementation schedule is attached for your approval.

Implementation Plan for the City of Ashland Strategic Plan

Draft: February 2, 2022

Strategic Priority: Infrastructure

Date: January *28, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Safe Passage Crossing Highway to Reach Lakeside

By 2022, pedestrians and cyclists will experience safe passage crossing the highway to reach the Lakeside.

Strategic Result Lead	Add lead here
Strategic Result Team	Bill H. John B.
Strategies	❖ Walmart Crosswalk (Priority #1) ❖ Other Crosswalks ❖ Speed Feedback Zones ❖ Coordination with Mainstreet and Waterfront Development Implementation
Action Items	*Note:* ▪ *1 Tunnel* ▪ *# of crosswalks from City to the Lakeside (We need to Count Them)* **Walmart Crosswalk (Priority #1)** By 12/31/22, install flashing beacon pedestrian crossing and refuge island Note: Look into the possibility of Overhead Flashing Lights at this crosswalk due to concern about children and families bicycling, etc. **Other Crosswalks (15th Avenue East)** 15th Avenue East needs flashing beacon pedestrian crossing By 12/31/23, install flashing beacon pedestrian crossing and refuge island *Note: Look at DOT future road plans for East End. Use that information in decision-making.* **Speed Feedback Zones** Solar speed signs • At Our Lady of the Lake • At 10th Avenue By 12/31/22, purchase and install (2) speed feedback signs to be installed for those traveling eastbound and westbound and entering the 25mph zone By 12/31/23, purchase and install (1) speed feedback sign for westbound traffic leading up to the Walmart crosswalk

	By 12/31/24, purchase and install (1) speed feedback sign for eastbound traffic leading up to the Walmart crosswalk **Coordination with Mainstreet and Waterfront Development Implementation** Encouraging traffic to and from the tunnel downtown. • Currently, two parking lots (Burger Barn and City Hall) plus other side of Burger Barn is the access to Plaza and Tunnel • In the future, what does the walkway/trail look like and what wayfinding/signage exists to direct traffic to the tunnel, which is the safest way to the lakeside from downtown?
Required Resources	$ - request for resources as part of ’23 budget for use in 2024 for the 15th Avenue Project ($40,000?) $ - Funding for waterfront trail improvements for better connectivity or ease of connectivity to and from downtown. (Coordinate with Downtown and Waterfront Implementation Teams)
Performance Measures	% Crosswalks (that are crossings to the Lakeside) that are equipped with flashing beacons

Implementation Plan

Date: January *25, 2022*

Overall Status: *On Track*

Strategic Result: Consistent, Reliable and Affordable High-Speed Internet

By 12/1/23, City of Ashland residents and visitors will experience consistent, reliable and affordable high-speed internet access throughout the City.

Strategic Result Lead	Add lead here
Strategic Result Team	Tony M. Sarah A. Jaclynn F.
Strategies	❖ Define Consistent, Reliable and Affordable High-Speed Internet ❖ Information Gathering ❖ Next-Step Recommendations (based upon survey results) ❖ Future High-Level Next Steps to Consider

Action Items	**Define Consistent, Reliable and Affordable High-Speed Internet**
	By 3/1/22, define what consistent, reliable, and affordable means by researching industry definitions, etc. (Tony) Initial group thoughts are below.
	• Consistent – Consistent throughout the City limits which is 4 miles x 3 miles. Lack of dead spots.
	• Reliable --- Internet available 99.9999% of time (that % is likely industry standard.
	• Affordable ---What tiers are available for service? And what speeds per tier
	  ○ Look at Charter Spectrum and Norvado, etc.
	    ▪ Homes
	    ▪ Businesses.
	
	Information Gathering
	How do we find out if residents have access?
	• Service Maps for Internet and Cellular
	• Possibly look into GIS
	
	Survey --- we need to ask resident if they have access to consistent, reliable and affordable high-speed internet? Look into PEW
	
	By 5/1/22, release survey re internet availability and access
	• Possible Survey Questions (Sara will develop initial draft of questions)

	- Do you have access to high-speed internet? - If so, do you utilize the service available? - What price point do you pay? Select from ranges provided. - Do you feel the price is reasonable/affordable? - Do you have reliable cell service in your home? - Who is your provider for Internet? Cellular? Note: Possibly ask Chamber to ask member businesses if they provide free wi-fi to the public? Mainly focused on Service Industry. This might help with information for this goal and also in attracting new people and businesses to Ashland (re: Economic Development) By 7/1/22, get results back from Survey in time to analyze and be prepared for next step recommendations. Recommendations might have $$ implications depending on the results. **Next-Step Recommendations (based upon survey results)** Are there gaps in providers service delivery? If so, what is causing the gaps? • Infrastructure or affordability What strategies are available to close the gaps? • Reach out to providers • Funding options --- Grants, etc. • City Services --- hotspot lending, etc. **Future High-Level Next Steps to Consider** Ask question about City-wide Wi-Fi/Public Access Wi-Fi Look at what models other communities are using to achieve City-wide public access to Wi-Fi.
Required Resources	$ for survey depending on the approach and communication channels utilized
Performance Measures	% Surveyed respondents who say they have access to high-speed internet $ grant dollars available for high-speed internet

Date: January *24, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Reliable and Reasonably Priced Infrastructure

By 2022, City of Ashland residents and businesses will have access to reliable and reasonably priced City water, sewer, storm water and streets through the development and implementation of a 20-yr repair and replacement plan, supported by budget plans on 5-yr increments.

Strategic Result Lead	Add lead here
Strategic Result Team	John B. Julie V. Brant K.
Strategies	❖ Utilities and Streets Master Plan Update ❖ Redraft 5-year Capital Improvement Plan (CIP) - Water, Sewer, Storm Water, Streets ❖ Utilities Rate Study (Water) ❖ Communications with Rate Payers ❖ Storm Water Reliability
Action Items	**Utilities and Streets Master Plan Update** Assessment of Progress on current Master Plan Conducted by Public Works in 2022 Review of current Master Plan's alignment to the Comprehensive Plan Conducted by Public Works in 2022 Issue a Request for Proposals for consultant to help update the Master Plan Completed by Public Works, January 2023 Explore possible funding sources for Master Plan implementation Conducted by Public Works in 2022 Master Plan Completed by July 2024 **Redraft 5-year Capital Improvement Plan (CIP) -Water, Sewer, Storm Water, Streets** Departments review their existing CIP Conducted by Departments by April 30, 2022 Departments propose 5 yr Essential CIP Priorities for 2022-2027 Provided by Departments by June 30, 2022 City Administrator approves Essential Priorities by presentation to Council By August 31, 2022

2 yr Capital Improvement Budgets included in Annual Budget
Approved by Council Nov 30, 2022

Public Works, Parks, Police and Fire will develop and submit 7-Year Fleet and Equipment Replacement Plans
Developed by Departments by August 31, 2022

Utilities Rate Study (Water)

Explore how municipalities in Wisconsin are funding the replacement of infrastructure
Conducted by Public Works and Finance, in 2022

Request for Proposals issued for Consultant to conduct Rate Study
Finance, August 2022

Consultant Contract Signed
Finance, January 1, 2023; Must include surface vs ground water costs, must include how to finance infrastructure in Rate Study

Begin Data Collection
Finance and Public Works, February 2023

Rate Case Submitted to Public Service Commission
Provided by Finance, December 31, 2023

Council Approval of Rate
City Council, ?Date?

Effective Rate for Rate Payers
Implemented by Public Works and Finance, June 2024

Communications with Rate Payers

Brief Council on the Rate Study
City Manager, 2022

Use of Consumer Confidence Report to proactively provide information to the public re water quality and infrastructure
Conducted by Public Works, Beginning 2022 and ongoing

League of Women Voters Forums, engage to communicate Rates, Study, etc
Conducted by Public Works, Beginning 2022 and ongoing

Include information in all presentations: cost comparison between using surface water vs underground water sources
Conducted by Public Works, 2022 and ongoing

Storm Water Reliability

As-Built mapping
Conducted by Public Works, by December 31, 2023

	Storm Water Capacity Assessment Conducted by December 31, 2024 Storm Water Infrastructure Condition Assessment Conducted by Public Works, Beginning 2025 and ongoing
Required Resources	TBD
Performance Measures	TBD

Date: January *25, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Commercial Boat Access Point at the Marina

By 2024, the City of Ashland residents and visitors will experience improved access to and from Ashland via Lake Superior through the installation of a commercial boat access point at the Marina and additional recreational access points along the shore

Strategic Result Lead	Add lead here
Strategic Result Team	Scott S. Sara H. John B.
Strategies	❖ Technical Site Components ❖ Develop Proposal for Funders to Complete Commercial Access on Lake Superior ❖ Develop Non-Motorized Launch Site
Action Items	**Technical Site Components** Infrastructure In-Place Break Wall Bulkhead Parking, 42 spaces Dual Road Access, HWY 2 Pilings Ready Infrastructure to be developed Boat Launch Ramp - $1.4 Lighting Fish Cleaning Station Boat Wash Restrooms Possible Post Development Revenue Sources Boat Launch Fees Boat Storage Fees Pop-Up food vendors Possible Lease of the Commercial Access **Develop Proposal for Funders to Complete Commercial Access on Lake Superior** Secure Funding for Planning Grant to hire consultant to develop Proposal for Commercial Access Completion, Sarah, 2022

	NW Regional Planning Commission – request assistance to provide data for Return-on-Investment analysis in support of the Funding Proposal Sarah, 2022 Develop Proposal for Funding Commercial Access Completion Sarah, Scott, and Consultant, 2022 Meet with the Wisconsin Waterways Commission to develop a strategy for securing funding from the State Joint Finance Committee Sarah, Scott, 2022 Develop multiple sources of matching funds for anticipated State funding Sarah, Scott, 2023 **Develop Non-Motorized Launch Site** As part of the Proposal for the Commercial Boat Access, develop a brief proposal for a developed non-motorized launch site at one of the 4 public beaches. Sarah, Scott and Consultant
Required Resources	TBD
Performance Measures	TBD

Implementation Plan

Date: January 26, *2022*

Overall Status: *On Track*

Strategic Result: City Buildings

By 2026, Taxpayers and City employees will have access to and work in City buildings and facilities that project the historical character of the City, generate lower operating costs, and have extended life spans.

Strategic Result Lead	Add lead here
Strategic Result Team	Dan H. Megan M.
Strategies	❖ Facilities Master Plan ❖ Lower Operating Costs ❖ Extend the Life Spans of City Buildings and Facilities ❖ Project Historic Character in City Buildings
Action Items	**Facilities Master Plan** Assess all City buildings and facilities to create a Schedule of Replacements, Renovations and Remodels Public Works, Planning, Parks, 2023 Xcel – request to do Energy Audits of all City buildings Public Works, 2023 Master Plan to include future needs and plans Public Works, Planning, 2023 **Lower Operating Costs** Establish definitions of Operating Costs Dan, 2022 Establish baseline of operating costs for each City building and facility Dan, 2023 Establish accounting structure and procedures for tracking operating costs by building and facility Dan, Julie 2023 Develop and implement staff education program re lowering operating costs **Extend the Life Spans of City Buildings and Facilities**

	Establish an ongoing lists and cost of deferred maintenance items by building and facility. Leverage Facilities Master Plan. Dan, 2023 Establish life span standards for new buildings and major renovations Public Works, Planning, Parks, 2023 **Project Historic Character in City Buildings** Develop and present to Council a policy decision, which is consistent with "Authentic Ashland", to ensure that City buildings are built, renovated, or remodeled so the historic character of the City is prioritized.
Required Resources	TBD
Performance Measures	TBD

Strategic Priority: Environment

Date: January *26, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Elimination of Wastewater Overflow Spills

By 2026, the City of Ashland residents and visitors will experience a cleaner Lake Superior as evidenced by the elimination of wastewater overflow spills.

Strategic Result Lead	Add lead here
Strategic Result Team	John B. Chanz G.
Strategies	❖ Replacement of Existing Infrastructure ❖ Inflow ❖ Education
Action Items	<u>*Notes: Factors that Contribute to Overflows*</u> *#1 --- Aging infrastructure (100+ year old Clay pipes that should have been replaced long ago)* *#2 --- Rain Events/Climate Change* *#3 --- Private inflow due to sump-pump and drain tiles around home being connected to the sewer system* **Replacement of Existing Infrastructure** 40% of sewer pipes were 100+ years old. We have made progress so that now only 30% of sewer pipes are 100+ years old. (100+ Year Old Clay Pipes) <u>Notes: Goal is to replace the remaining 30% (or 20 miles) of 100+ year old pipe per year</u> By 12/31/22, replace 4 miles of 100+ sewer pipe By 12/31/23, replace 4 miles of 100+ sewer pipe By 12/31/24, replace 4 miles of 100+ sewer pipe By 12/31/25, replace 4 miles of 100+ sewer pipe By 12/31/26, replace 4 miles of 100+ sewer pipe <u>Beginning in 2027, continue to proactively replace and repair sewer pipes on an ongoing basis that is manageable and aligned with sustainable funding model.</u> <u>Wastewater Treatment Plant</u> By 71/1/23, develop sustainable funding model for wastewater repair and replacement.

	By 12/31/23 decide on wastewater treatment plant modifications that would reduce frequency of wastewater treatment overflows. (Specifically smaller overflow events) **Inflow** By 12/31/25, complete sump pump inspections to determine where proper or improper hook-ups exist. Next steps --- Provide financial assistance for those who voluntarily agree to fix sources of private inflow (Look to existing ordinance) **Education** By XX/XX/XX, develop 1 sheeter that looks nice (infographics, etc.) that answers the following questions: • Why do overflows happen? • What can we do as residents to help/prevent overflows? • If there is an overflow, what does that mean?
Required Resources	1 FTE for sewer system maintenance (9/1/22) 1 FTE for Engineering position (9/1/22)
Performance Measures	# miles of 100+ yr. old sewer pipes replaced # overflows Major Minor % change in inflow (using flow monitor testing) # sewage backups

Date: January *25, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Open Public Beaches

By 2026, Ashland's public beaches will be open 75% of the time during the swimming season, providing greater access to our residents and visitors

Strategic Result Lead	Add lead here
Strategic Result Team	Sara H. Greg L. Dan H.
Strategies	❖ Organizational Leadership ❖ Implement Obvious e. Coli Mitigation Strategies ❖ Research sources of e. coli ❖ Communications
Action Items	**Organizational Leadership** Designate City Leader(s) and Roles Brant by March 1, 2022 Based on Research Findings Determine Mitigation Strategies, 2023 Secure Funding Sources, 2023 By appointed Leadership **Implement Obvious e. Coli Mitigation Strategies** Geese Develop Goose Management Plan for all City properties Leadership, 2022 Green Infrastructure Develop Green Infrastructure Plan, 2023 Implement Plan, including resources, 2024-25 Beach Grooming Replace outdated equipment and hire staff Seek Great Lakes Restoration Initiative Funding, 2023

	Research sources of e. coli Continue support for Northland Research re the sources of e. coli Continue Funding of $7500 one time grant Northland Testing completion, Summer 2022 Northland Research Findings published, by end of 2022 Broaden Research and Partners If needed seek additional testing and research partners, UW, UM, etc. 2023 Research Bathymetry re Superfund Site Seek research partner, 2023 Secure Funding, 2023-24 Site Plan, Funding and Communications with pubic and partners, 2022 **Communications** Using research findings communicate with the community and partners re the root causes of the e. coli in the Lake City Leadership, 2022-23 Mitigation Strategies City Leadership, 2022-23 Communicate the Obvious Mitigation Strategies City Leadership, 2023 Continue Communicating re Closures on website and Facebook
Required Resources	TBD
Performance Measures	TBD

Date: January *28, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Climate Change Resiliency and Adaptation Plan

By 2025, through the adoption of a Climate Change Resiliency and Adaptation Plan, the City of Ashland will have the ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to Climate Change.

Strategic Result Lead	Add lead here
Strategic Result Team	Megan M. Stuart M. Bill H. Sara H.
Strategies	❖ Plan Development ❖ Implementation ❖ Community Education
Action Items	**Plan Development** By 6/1/23, define the scope of work (what is included and the deliverables) for the Climate Change Resiliency and Adaptation Plan. ▪ If limited scope, City might proceed to get started in 2023. Ex: NWRP ▪ If expanded scope, City might need to go out for RFP in early 2024 ▪ Research grant funding for Plan due to Ashland being shoreline community By 9/1/23, submit budget request for Plan By 2/1/24, if needed (due to scope of work) issue RFP for Plan By 12/31/24, the Plan will be completed **Implementation** **What data is in the plan that suggests/forecasts demographic shifts.* **What other like-sized Cities have had similar shifts, and what did they do?* Integration of Plan recommendations with City Service Delivery where appropriate: ○ Public Safety Services ○ Zoning (ex: Flood Plain Zoning) ○ Parks Facilities (Placement and Construction Standards) ○ Infrastructure Design and Capacity (Streets, Water and Sewer)

	Compare Climate Change Resiliency and Adaptation Plan with other Plans to see where there is shared emphasis and recommendations. These areas may highlight areas of opportunity in implementation. **Community Education** Look for community partners that can help inform and educate about topic of Climate Change Resiliency ▪ What is Climate Change Resiliency? ▪ What is the City doing in terms of planning and efforts? ▪ What can residents do on private property? ▪ Etc.
Required Resources	$ Resources for the Plan budgeted for 2024 (Amount to be determined based upon scope of work)
Performance Measures	TBD

Date: January *27, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: City Greenspaces

By 2024, the City of Ashland will develop and implement a Plan for sustainable management of City greenspaces, furthering its commitment to the protection of our natural resources.

Strategic Result Lead	Add lead here
Strategic Result Team	Dan H. Curly Jaclynn F. Sara H.
Strategies	❖ Plan ❖ Implementation Ideas ❖ Education
Action Items	*<u>Notes</u>:* *City currently mows 250-325 acres utilizing 8-9 LTEs and 4-5 large mowers* *Question we are asking:* • *What do we do with our current greenspace?* • *What do we do with new greenspace opportunities that emerge as City grows?* **Plan** 1. Plan for better utilization of current greenspace 2. Plan to build out better new greenspace 3. Plan to build out better greenspace we have that we don't actively manage (ex: Bay City Creek) How do we strengthen our stewardship to the land and the lake through out management of greenspaces? Note: Parks Master Plan and Comp Plan will possibly compliment this work. By 12/31/22, complete an inventory and scoring (priority, impact, cost, etc.) of greenspaces managed by the City. Note: Utilize a rubric as of the impacts could make the City eligible for grant funding. o This project could be a GIS Project By 5/1/23, make initial recommendations to Parks and Public Works Committee (Phase 1)

	Begin Phase 1 implementation in 2023 if projects do not require additional funding By 9/1/23, submit annual budget modification requests for those recommended projects that require additional resources **Implementation Ideas** Develop yearly plan that identifies target projects that can include one or more of the following: Native grasses Reforestation Pollinator Gardens Rain Gardens Landscaping Etc. By 5/1/24, make recommendations to Parks and Public Works Committee (Phase 2) **Education** *Note: By ordinance, the City can do native landscaping* Strategy to inform/educate customers would include: • Informing about the topic of "Sustainable Land Management" • Informing about the City's role and efforts within the City limits • Help answer the question "How can I as a resident help or contribute to positive land management practices?" By 5/1/22, in conjunction with NoMowMay, complete educational 1-sheeter re: Sustainable Land Management in Ashland and begin distribution on Website, Facebook, etc.
Required Resources	TBD- Likely on a project-by-project basis and could be reallocation of current resources or additional resources for materials, equipment and/or personnel.
Performance Measures	# Acres mowed # Trees planted # Acres or square footage converted to gardens/landscaping Sequestering Carbon measure --- goal of reducing carbon footprint

Date: January 25, 2022

Implementation Plan

Overall Status: *On Track*

Strategic Result: Renewable Energy Utilization

By 2025, the City of Ashland will achieve 25% of the City's total energy usage through renewable sources, resulting in reduced carbon emissions and kilowatt hours (kWh).

Strategic Result Lead	Add lead here
Strategic Result Team	Megan M. Dan H. Chanz G.
Strategies	❖ Continue to Focus on Energy Efficiency ❖ Buy "Renewable Connect" Subscription --- Purchasing Renewable Energy ❖ Solar Options ❖ Fleet Replacement Planning
Action Items	*Notes:* • *Currently the City is at 2.9% usage through renewable sources* • *In the 25 by 25 Plan, energy consumption is defined via electrical, natural gas and fleet* • *1 year partner with Xcel to provide Assistance. "Partners in Energy Program"* **Continue to Focus on Energy Efficiency** By 12/31/22 (if money can be found) or 6/1/23 (if have to budget for this project during 23' budget) to complete Facilities Master Plan, that assesses each Building and the maintenance, repair and upkeep, etc. needs of each. **Buy "Renewable Connect" Subscription --- Purchasing Renewable Energy** By 9/1/22, submit budget request to subscribe to "Renewable Connect" at XX%. *Note: The above request aligns with a City Strategic Goal* Repeat budget request for "Renewable Connect" for 24' and 25' budget **Solar Options** Reach out to Xcel, Jolma Electric and other local firms. Assess solar option resources. Grants are available (Public Service Commission, "Focus on Energy")

	By 8/1/22, local energy firm(s) will gave completed solar assessment on identified site(s). This would be FREE through Xcel during this 1-year partnership By 9/1/22, submit budget request and recommendations for moving forward with 1 or more solar projects. **Fleet Replacement Planning** New vehicles and equipment would include emission standards and be more efficient over time By 12/2/23, assess Fleet and develop more formalized Fleet Replacement Plan that can be managed to achieve efficiencies in repair and replacement.
Required Resources	$ Facilities Master Plan (23' Budget request 9/1/22) $ "Renewable Connect" Premium (Cost Difference between renewable and non-renewable energy source) $ Solar Grants + Any Match
Performance Measures	kWh (electrical usage) by City Facility Therm (natural gas usage) by City Facility # Gallons of fuel used $ Cost savings

Strategic Priority: Housing

Date: January *26, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: New Housing

By 2025, in alignment with the Authentic Ashland Comprehensive Plan, the City will experience 100 additional lower, middle and upper-class housing units available for rent or purchase.

Strategic Result Lead	Add lead here
Strategic Result Team	Stuart M. Megan M. David G.
Strategies	❖ Housing Study ❖ Public Private Housing Development ❖ Revise Housing Unit Target for Strategic Plan
Action Items	**Housing Study** Issue an RFP for consultant Planning, Early 2023 Housing Study must include a market analysis and workforce projections. Planning, Early 2023 Housing Study completed 2023 Planning 2023 Downtown Housing Study, Funded by WEDC Planning, 2023 **Public Private Housing Development** Beaser – 5 acres; 40 Townhome Units RFP for developer 2022 Developer selected, Summer 2022 Construction begins, 2023 Planning Junction Road – 5-6 acres; Individual Lots 10-12 Single Family Homes or Duplexes Planning, 2023 Individual Lots

	Some owned privately Some owned by the City Planning, Ongoing Ore Dock Upland Area Master Plan completion 2022 $20-$25k funded by EPA or City Capital Funds **Revise Housing Unit Target for Strategic Plan** Using the Housing Study Report, as well as progress to date, review and reset housing unit target Planning, 2024
Required Resources	TBD
Performance Measures	TBD

Implementation Plan

Date: January *27, 2022*

Overall Status: *On Track*

Strategic Result: Reduction in Dilapidated Housing

By December 31, 2025, the community will experience safe, livable and vibrant neighborhoods as evidenced by the 25% reduction in dilapidated housing within the City of Ashland.

Strategic Result Lead	Add lead here
Strategic Result Team	Stuart M. Ray K. Megan M.
Strategies	❖ Policy Development and Residential Property Inventory ❖ Communications and Outreach ❖ Code Enforcement ❖ Neighborhood Clean-Up
Action Items	**Policy Development and Residential Property Inventory** Establish a definition of 'dilapidated' for residential properties, including scoring system. Planning, 2022 Imbed definition of dilapidated into the Property Maintenance Code/Ordinance Planning, Council, Aug 1, 2022 Conduct Citywide inventory of residential properties using the scoring system, including a list of dilapidated properties. Planning, by December 31, 2023 Establish procedure for 'Raze Order' per current City Code Planning, Council, by December 31, 2022 **Communications and Outreach** Communications with property owners in advance of the Inventory being conducted, including the purpose of the inventory, timeframe, definitions, the scoring system, as well as resources for property improvements. Planning, Fall 2022 Communicate with property owners regarding resources for repairs, accessibility improvements and affordable home ownership. Planning, Ongoing

	Workshop for City Council re Property Maintenance Code, upcoming Inventory and Enforcement Procedures Planning, Fall 2022 **Code Enforcement** Door Hangers Letters (2) Posted Placards on Property Repair or Demolish Orders Raze Orders Values – Fair and Consistent; Extenuating circumstances for elderly and disabled Planning, ongoing **Neighborhood Clean-Up** Implement annual 'Neighborhood Clean-up' currently in the budget Public Works, Planning, 2022
Required Resources	TBD
Performance Measures	TBD

Date: January 27, 2022

Implementation Plan

Overall Status: *On Track*

Strategic Result: Homelessness

By 2023, In an effort to reduce homelessness, through its collaborative partners, the City will support the development of supportive housing alternatives.

Strategic Result Lead	Add lead here
Strategic Result Team	Megan M. Bill H.
Strategies	❖ Housing for those who are 'houseless' and need housing, but who are employed or employable ❖ For homeless persons with chronic substance abuse or mental health issues ❖ For those persons needing emergency shelter and transitional housing ❖ For those persons who choose to occupy City parks in the summer ❖ Council Briefing on Homelessness in Ashland
Action Items	**Housing for those who are 'houseless' and need housing, but who are employed or employable** Complete the 100 affordable housing units as soon as possible. **For homeless persons with chronic substance abuse or mental health issues** Partner with Crossroads Outreach, a faith-based organization here in Ashland, which provides residential housing and support services. Planning, Police, Brant, 2nd Qtr 2022 **For those persons needing emergency shelter and transitional housing** Liaison with Northwest Community Service Agency Planning, Police, Brant, 2nd Qtr 2022 **For those persons who choose to occupy City parks in the summer** Establish and enforce Park rules. Parks, Police, 1st Quarter 2022 Amend City Ordinance to allow the City to remove campers and vehicles. Brant, Parks, Police 2nd Qtr 2022 Add Parks Police or Patrol to Parks 2023 budget Brant, Sarah, Julie Fall 2022

	Council Briefing on Homelessness in Ashland Provide full briefing to the Council on the various conditions and circumstances of homelessness in Ashland, as well as the strategies for addressing each set of circumstances. Brant, Chief Hagstrom, Rich Larsen – Crossroads Outreach, Kathey Beeksma – Housing Authority, Millie Rounsville – Northwest Community Service Agency, May 2022
Required Resources	TBD
Performance Measures	TBD

Strategic Priority: Economic Strength

Date: January *24, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Development of Main Street

By 2025, residents and visitors to Main Street will experience a 25% increase in the number and diversity of businesses and amenities.

Strategic Result Lead	Add lead here
Strategic Result Team	Megan M. Jaclynn F. John B.
Strategies	❖ Main Street Strategic Plan ❖ Market Study ❖ Downtown Inventory ❖ Data Driven Implementation o Make Downtown a Destination o Attract and Recruit Businesses ❖ High Level Ashland Mainstreet Program Goals
Action Items	**Main Street Strategic Plan** By 12/31/22, complete Mainstreet Strategic Plan (Conducted by WEDC and Mainstreet Board) 4 Point Approach • Economic Vitality • Design • Promotions • Organizations **Market Study** By 6/1/23, complete market study. NOTE: Ask about timing of Market Study when you contact WEDC about the Strategic Plan. It might be good to have the study/assessment conducted before you set the strategic direction in the Mainstreet Strategic Plan. What type of businesses should we have in the downtown? • Target industry include but are not limited to food, retail, service, recreation, etc. **Downtown Inventory (**What do we have available downtown?)

By 5/1/22, make decision about how we conduct the Downtown Inventory?

Do we outsource or do we do the inventory in-house and hire an intern to assist? Once a decision is made, add next steps Milestone(s) that speak to completion date, etc.

Data Driven Implementation

Tools:

- Partners: Chamber, County, AADC, Northwest Regional Planning Commission, Planning Commission, WEDC
- Community Profile Information: Demographics, Northland #s, Workforce, Available Space, Available Incentives, etc. Anything that helps answer the question, What is available downtown for interested businesses?
- Mainstreet Website: Could be the hub for where the information lives

Make Downtown a Destination

By 10/1/25, Establish highly visible and attractive entrance/corridor from Highway 2 to downtown

Beginning on 8/1/22, Improve multi-modal access downtown improving connectivity between the lake and downtown

- Benches, bike racks, functional public art, etc.
- Tell the story of accomplishments as you make progress

Events and Promotions (leveraging partners)

- Chamber, Northland College

Attract and Recruit Businesses

By 12/31/23, host Business Plan Competition. Winner gets certain incentives

By 12/31/22, make a decision about where the vacant commercial listing is hosted online and the information to be included

By 12/31/22, website renovation complete and begin outreach and education to partners about Ashland website being hub to refer calls.

By 9/1/23, begin marketing and advertising for businesses in the targeted industries. Strategies may vary

High Level Ashland Mainstreet Program Goals

By 12/31/24 establish Ashland Mainstreet Program as its own non-profit with a sustainable funding strategy

Continue to look into MOUs with Partners re their role(s) moving forward so that progress is not hampered because of misalignment

Required Resources	Dedicated staff time to Mainstreet Program – Staff Time and Training (1 FTE)

	Market Study – The Market Study uses 1 of 3 Onsite Technical Assistance Visits provided to City $ Marketing and advertising of opportunities $ to hire firm to conduct Downtown Inventory OR if done internally, $ to hire intern to assist City Staff 1 FTE for Economic Development – Mainstreet, Off Main Street and Waterfront
Performance Measures	# new downtown businesses % vacancy rate in downtown district $ dollars invested • Public • Private # new jobs created (wage levels) # new amenities provided # website visits (ashlandwimainstreet)

Date: January *24, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Development of Areas Other than Main Street

By 2024, residents and visitors to areas other than main street will experience a 15% increase in the number and diversity of businesses and amenities.

Strategic Result Lead	Add lead here
Strategic Result Team	Megan M. Jaclynn F.
Strategies	❖ Create or Update Ashland Economic Development Strategic Plan (It is a Comp Plan Goal) ❖ Adopt zoning and code recommendations for the City of Ashland ❖ Conduct Market Study ❖ Define and prioritize opportunity zones/commercial districts for new businesses and/or amenities. ❖ Begin attracting/recruiting targeted businesses and amenities ❖ Development and/or adaptive reuse in areas other than Main Street ❖ Begin exploring the possibility of developing an innovation/entrepreneurial center.
Action Items	**Create or Update Ashland Economic Development Strategic Plan (It is a Comp Plan Goal)** By 8/1/22, make a decision about whether to develop new forward-looking Economic Development Strategic Plan. **Adopt Zoning and Code Recommendations for the City of Ashland** By 8/1/22, finalize/adopt recommendations for zoning and code updates that align with the Comp Plan. **Conduct Market Study** By 12/1/23, complete Market study/analysis that identifies gaps and also opportunities for new businesses. **Define and prioritize opportunity zones/commercial districts for new businesses and/or amenities.** By 5/1/24, define and prioritize (2 -3) commercial districts to focus on. *Notes: Work with and include partners including AADC, Chamber, etc. Factors to consider include Gaps, Those interested in area and type of business, Anchor institutions and amenities, availability of infrastructure, community desires, etc.*

	Begin attracting/recruiting targeted businesses and amenities By 8/1/24, begin attracting/recruiting ▪ Partnering with private owners ▪ Leveraging incentives (TIF, etc.) ▪ Business Plan Competitions (usually site specific) ▪ We have to partner with outside stakeholders re advertising and marketing the opportunities **Development and/or adaptive reuse in areas other than Main Street** By 6/30/2025, new commercial mixed development will be underway. **Begin exploring the possibility of developing an innovation/entrepreneurial center** By 12/1/2022, provide recommendations for the best approach to develop center with key community partners
Required Resources	$ Economic Development Strategic Plan (Decision will be a 2022 Budget Decision) $ Parks Master Plan (2022 or 2023) $ Marketing and advertising of opportunities $ Incentives (ex: TIF, TID)
Performance Measures	# new businesses $ dollars invested # new jobs created (wage levels) # new amenities provided "Quality of Place Improvement in this work"

Date: January *24, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Development of Waterfront

By 2025, residents and visitors to the City's Waterfront will experience a 25% increase in the number and diversity of businesses and amenities.

Strategic Result Lead	Add lead here
Strategic Result Team	Sara H. Megan M. Jaclynn F.
Strategies	❖ Review the 2019 Waterfront Development Plan and the Comprehensive Outdoor Recreation Plan (CORP) ❖ Adopt Zoning and Code Recommendations for the whole Waterfront ❖ Look at Targeted industry/ Businesses within the zones along the waterfront ❖ Designate what land/parcels are available for public owned land ❖ Begin attracting/recruiting businesses across the different areas ❖ Begin Development
Action Items	**Review the 2019 Waterfront Development Plan and the Comprehensive Outdoor Recreation Plan (CORP)** By 5/1/22, review both plans to see areas that align. Look at short, medium, and long-term goals to see what is attainable. By 5/1/22, pull out list of short, medium, and long-term goals in these plans that align with the City Strategic Plan Goal. **Adopt Zoning and Code Recommendations for the whole Waterfront** *Note: How do we make it easier for people to do business in Ashland? That is our goal.* By 8/1/22, finalize/adopt recommendations for zoning and code updates that align with the Comp Plan and Waterfront Development Plan. **Look at Targeted industry/ Businesses within the zones along the waterfront** By 8/1/22, confirm targeted industries and getting more specific, look at case studies examples. (General Identification)

	Pedestrian friendly, public interaction, Restaurants, Neighborhood Market, etc. What would an RFP look like for one or more examples. **Designate what land/parcels are available for public owned land** By 4/1/23, complete the Ore Dock Upland Master Plan (20 acres) *Note: To be grant funded or budgeted for in Capital Budget* By 4/1/23, inventory available parcels/land and those business opportunities that align with parcel/land. This should have in conjunction with Parks Master Planning. (Detailed Identification) **Begin attracting/recruiting businesses across the different areas** *Notes: Utilizing partnerships and existing economic development tool to advertise and market opportunities.* By 1/31/24, release RFPs (some may go out sooner than 2024) to recruit development for specific parcels. **Begin Development** By 6/30/2025, new commercial mixed development will be underway.
Required Resources	$ Parks Master Plan (2022 or 2023) $ Marketing and advertising of opportunities
Performance Measures	# new businesses $ dollars invested # new jobs created (wage levels) # new amenities provided # new housing units along waterfront (disaggregated by type)

Strategic Priority: Good Government

Date: January *24, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Annual Performance Report

By April 1, 2023, City of Ashland residents will better understand the value of what they are getting for their tax dollars through the development and delivery of an Annual Performance Report

Strategic Result Lead	Add lead here
Strategic Result Team	Brant K. Julie V. Denise O.
Strategies	❖ Information to eventually be included in the Annual Report ❖ First Annual Performance Report 2023
Action Items	**Information to eventually be included in the Annual Report:** • Financial Chart showing where tax dollars go to, including reserves and debt • Progress Report on the implementation of the City Strategic Plan • Citizen's Guide to the Budget, including the Strategic Plan • LSL – lead in water pipes • Partnership with Chamber, Room Tax, Tourism Dollars • Economic Development information • Department Specific Performance Measures, a limited number of measures for each department • Annual Report of economic indicators (Provided by Chamber in exchange for annual funding) **First Annual Performance Report 2023** Provide guidelines, consultation and expectations to Departments for their top 2-3 performance measures to be included Provided by City Administrator, March 1, 2022 Adopt the City Strategic Plan City Council, February 8, 2022 Identify a lead Department Head for each Strategic Result with responsibility to monitor and report progress to the City Administrator on a quarterly basis City Manager, March 1, 2022

	Annual Report Delivered City Clerk's Office April 1, 2023 Information to be included in the First Annual Performance Report • Financial Chart • Department Specific Performance Measures • Progress implementing the City Strategic Plan Distribution of the Report – Mail to every household and business – Easy to read and understand
Required Resources	TBD
Performance Measures	TBD

Date: January *26, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Collaborative Relationships with Neighboring Tribal Nations

Beginning in January 2022, the City of Ashland will proactively develop collaborative relationships with neighboring Tribal Nations.

Strategic Result Lead	Add lead here
Strategic Result Team	Brant K. Jennifer B. Bill H. Sara H.
Strategies	❖ Begin the Conversation ❖ Recognizing the Past ❖ Economic Development ❖ Natural Resources Collaboration ❖ Public Safety
Action Items	*Notes:* • *Red Cliff – Bayfield, WI* • *Bad River – East of the City of Ashland* • *Structure of Governance – Tribal Council and Tribal Chair* **Begin the Conversation** Who are the counterparts that exist within the tribes? By 3/1/22, the City will determine who its counterparts are in Bad River? (Departments, Leadership, etc.) The approach for reaching out will be multi-pronged. Ex: City will contact the Tribal Chair so that he knows that departments will be reaching out to their counterparts to open the communications channels. By 5/1/22, contact the Tribal Chair to let him know we are here and would like to be more collaborative. Next Step Ideas: Department Directors contact counterparts at Bad River MOUs, or Collaborative Agreements, etc.

Recognizing the Past
Historically the tribes do not feel welcome.

Are we teaching tribal history in school and elsewhere? Act 31- unfunded mandate to teach tribal history

How do we build Community?

By 6/1/23, reach out to ask the tribe how we can work to build community?

Ideas might include events related to showcasing the heritage of all the peoples from the Bay area, a Cultural exchange or events that focus on or showcase art, musicianship, food, etc.

Economic Development
Currently a monthly meeting takes place with Mayor, Brant, Planning, AADC and Tribal Economic Development Director.

The meeting is mostly a roundtable. What is each other doing.

The group has not yet worked on working collaboratively to bring in business, etc.

Topic of Interest in the Past: Access to high-speed internet

Schedule and make the next meeting happen (3rd week in February)

Natural Resources Collaboration
Lake, Water Quality, Land Use (Comp Plan or IRMP)

Note: If we can talk about it, we will find out that we have similar ideas and interests.

Treaty Natural Resources is the equivalent of our the State's Department of Natural Resources. For the City of Ashland, the comparable organizations would include Parks and Public Works

How do we understand common concerns and issues?

There can be small opportunities (Education Programs, etc.) and also bigger collaborative opportunities (Water distribution project to tribe) and ideas.

How does the City work to match some of the natural resource standards adopted by the tribe?

By 12/31/22, research the natural resources department standards adopted by the tribe.

Make next steps recommendations.

Public Safety

	City interacts with tribe when there is an incident involving member of the tribe.
	
	By 7/1/22, City documents existing services and resources in place re Public Safety (Drugs, Mental Health and Homelessness). Where does that information live and where does it get posted?
	
	By 7/1/23, begin to convene "System of Care" conversations with tribal partners and others (like CCS)
	• Things to consider:
	    o Presence of City and Tribal counterparts
	    o Bring data to the conversation. What does the data say?
	    o Would an environmental assessment be helpful?
	    o Identify additional resources – or bring suggestions
	• Develop plan to distribute information on the resources that are available in the region related but not limited to drug treatment, mental health services, and homeless services.
	
	The idea is first get information out about the system of care and the resources that are available.

Required Resources	TBD
Performance Measures	TBD

Date: January *27, 2022*

Implementation Plan

Overall Status: *On Track*

Strategic Result: Collaborative Relationships with Adjoining Municipalities, Counties, etc.

Beginning in January 2022, the City of Ashland will proactively develop collaborative relationships with adjoining municipalities, Counties, Boards of Education, etc.

Strategic Result Lead	Add lead here
Strategic Result Team	Brant K. Jennifer B. Bill H. Sara H. Bill M. Stuart M. John B. Denise O.
Strategies	❖ Northland ❖ Ashland County ❖ Workforce ❖ Economic Development
Action Items	**Northland** *Notes:* *How do we partner with Northland to develop community?* *What can the City do to help attract students?* *A partnership could be a win/win for both parties.* By 7/1/22, Ashland Mayor, City Administrator and College President will meet to discuss opportunities to collaborate. ○ Events or other ways to promote City and College ○ Collaborations in research ○ Internships, Work Studies, etc. **Ashland County** By 6/1/22, Brant and Dan will meet. By 6/1/23, begin quarterly information sharing events with Ashland County. ○ Co-led by City and County Administrators ○ Attended by Department Directors? Elected Officials? ○ Topics of Interest might include: ▪ Economic Development

	▪ Homelessness ▪ Environmental Health o City and County could present or there could be co-presentations if there are collaborations that are active across the jurisdictions. **Workforce** *<u>Assets</u>: Northland College, NWTC, LCO* By 5/1/22, put together information about City workforce and re-establish points of contact at areas institutions. By 9/1/22, begin an internship program utilizing Northland College, NWTC, LCO and Lake Superior Cooperative, etc. **Economic Development** By 1/1/23, make a decision to conduct management assessment on Economic Development services in Ashland.
Required Resources	TBD
Performance Measures	TBD