

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

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

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

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

Or dial in using your phone.

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

Access Code: 500-263-957

**ASHLAND CITY COUNCIL MEETING
Tuesday, May 31, 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. May 10, 2022 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Mayor's Appointments

6. CONSENT AGENDA

A. Approve an Original Alcohol Beverage Retail License Application from Elite Four LLC for a Class B Fermented Beverage and Class B Intoxicating Alcohol Beverage License for Anchor Islands, 315 Turner Road, Ashland, Wisconsin, Agent Ahron McAuliffe (*Clerk*)

7. OLD BUSINESS

A. Approve to Support the Evergrow Learning Center via City of Ashland American Rescue Plan Act (ARPA) Funds (*Administrator*) Roll

8. NEW BUSINESS

- A. Approve License Applications for Alcohol Beverages, Including New Officers/Agents, Tobacco. Arcade and Coin Operated Machine, Recycling/Salvage Operation, Pawn Broker, Taxicab, and Mobile Home Parks (Clerk) Voice**
- B. Approve an Ordinance to Repeal Chapter 889 (1536) Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, and Approve an Ordinance to Create Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants, and Door to Door Solicitors, and Approve an Ordinance to Create Chapter 889 (2022-1963) Mobile Food Establishments, Concessions, and Food Vendors (Clerk) Roll**
- C. Approve an Ordinance to Amend Chapter 705 (1415) Water Utility Rules, Rates and Regulations, Ashland City Ordinances (Clerk) Roll**
- D. Approve to Accept an Amendment to the Contract with Short Elliot Hendrickson (SEH) for Professional Services for the 2022 Sanitary Sewer Replacement and 2022 Sanitary Sewer Collection System Repair Projects (Public Works) Roll**
- E. Approval Final Payment to Nasi Construction, LLC for the New Police Facility at 414 11th Avenue West, Ashland (Administration) Roll**
- F. Approve Nepotism Policy Waiver for Public Works and Fire Department (Administration) Voice**
- G. Approve Agreements with Xcel Energy and Zeta, LLC for the Installation and Maintenance of an Electric Vehicle (EV) Charging Station (Administrator) Roll**

9. CLOSED SESSION

- A. PURSUANT TO SEC. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (City Attorney) (A to Z Plumbing & Heating Inc.)**
- B. Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal Council who either orally or in writing will advise governmental body of strategy to be adopted with the respect to current or likely litigation." (Copper Cup) City Attorney**
- C. Return to Open Session (Voice)**
- D. Report of Action Taken During Closed Session**

10. 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 AVAILABILITY TO ATTEND VIRTUALLY**

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

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

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

Or dial in using your phone.

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

Access Code: 500-263-957

ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, May 10, 2022 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, May 10, 2022 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 5:30 p.m.

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

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT:None

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Parks Director Sara Hudson, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. April 19, 2022 City Council Reorganizational Meeting Minutes

Ortman moved, seconded by Seefeldt 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:

Jeanne Olbekson, PO Box 786, representing Ashland Homeless Help, asked for Council's consideration to revisit allowing tent camping in parks, and asked for information regarding the City's position on Air B&Bs, rental units, etc.

Zygmund Jablonski, 916 6th Avenue West, commented on the resolutions of special assessments as noted in Item 7C.

Don Jaskowiak, 121 Willis Avenue North, commented on the ore dock walkway proposed in Item 7G.

5. MAYOR'S REPORT

A. Announcements

Mayor MacKenzie said that agenda items will be reviewed to better follow Ordinance Chapter 51.26. He will be working on appointments to various standing committees, and is considering to propose forming a special committee to address public outreach and communications. He also asked councillors to check the member's terms of their committees for reappointment. He may look to increase the number of members on the Housing Committee as he has been getting requests from volunteers to serve on this committee. Finally, he recently signed a permit for fireworks to be held on Saturday, July 2, 2022.

B. Mayor's Appointments

Lindell moved, seconded by Ortman to approve to reappoint Matt Horning to the Police and Fire Commission, whose term is to expire on May 1, 2027. The motion carried unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Committee Minutes

MacKenzie noted corrections to the Board of Canvass meeting minutes. Ortman moved, seconded by Jackson to approve the committee meeting minutes with corrections. The motion carried unanimously by voice vote.

7. NEW BUSINESS

A. Approve a Resolution to Establish Polling Places and Combine Wards for the August 9, 2022 Partisan Primary Election and the November 8, 2022 General Election (Clerk) Roll

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

B. Approve an Ordinance to Amend Chapter 705 (1415) Water Utility Rules, Rates and Regulations, Ashland City Ordinances (Clerk) Roll

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

C. Approve Repeal and Recreate Resolutions No. 17666, No. 17667, and No 17668 to Reflect the Change to the Special Assessment Repayment Terms as Approved by Council (Clerk) Roll

Wickman recommended to approve to amend the resolutions instead of repealing and recreating them. Ortman moved, seconded by Tochterman to approve. The motion passed unanimously by roll call vote.

D. Approve to Accept a Bid from Ritola, Inc. and Award a Contract for the 2021 Alley Sewer Replacement Project (Public Works) Roll

Pufall moved, seconded by Seefeldt to approve the contract bid from Ritola, Inc. for \$275,577.80. The motion passed unanimously by roll call vote.

E. Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Procurement of Goods and services, Ashland City Ordinances, and Award the Bid for the 2022 Crushed Aggregate Contract to Mika Construction (Public Works) Roll

Ortman moved, seconded by Graf to approve the contract bid from Mika Construction for \$49,960.00. The motion passed unanimously by roll call vote.

F. Approve to Accept Bid from Angelo Luppino and Award a Contract for the Bike & Pedestrian Facility Improvements Project (Public Works) Roll

Lindell moved, seconded by Seefeldt to approve the contract bid from Angelo Luppino for \$571,380.76. The motion passed unanimously by roll call vote.

G. Approve to Award Bid to Kraemer North America, LLC for the Ashland Oredock Phase 2 (Diamond Access) Project (Parks) Roll

Hudson answered questions from Council. Seefeldt moved, seconded by Jackson to approve the alternate contract bid from Kraemer North America, LLC for \$1,937,800.00. The motion passed 4-2-1 by roll call vote; Ortman and Pufall opposed, Seefeldt abstained.

H. Discussion and Possible Action Regarding 501 3rd Street West (Administration)

Kucera offered an update to Council regarding the potential purchase of the 501 3rd Street West property. Ortman motioned, seconded by Graf to deny the counter offer and maintain the purchase price of \$38,000.00. The motion carried 6-1 by roll call vote; Pufall opposed.

8. ADJOURNMENT

Jackson moved, seconded by Seefeldt 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

COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **May 10, 2022** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, May 31, 2022 City of Ashland Committee of the Whole Meeting was called to order by Council President Eric Lindell at 7:35 PM.

ROLL CALL: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall.

ABSENT: None.

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, and other concerned citizens.

2. Council President's Report

Lindell mentioned a meeting he attended with the Mayor, Administrator, Clerk and City Attorney regarding agendas and discussion items. A Doodle Poll will be sent out in June to gauge a date for a September listening session. May 5, 2022 was Missing and Murdered Indigenous Women's Day.

3. Administrator's Report

Kucera reported that he contacted a recruiting firm to fill the planning director position.

4. Approval of Agenda

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

5. Discussion Items

A. **Discussion Only to Update Council Regarding the American Rescue Plan Act (ARPA) Funds** (*Administration*)

Kucera updated Council on the status of plans for ARPA Funds use. He made a recommendation to answer the request from the Evergrow Learning Center for funding to maintain their operations. He spoke to the potential purchase of the Pawn Shop property, and noted that the Kreher Park renovation planning was

beginning soon.

B. Discussion and Possible Action to Update Council of the Strategic Planning Year-One Goals *(Administration)*

Kucera offered a presentation to show Council the status of the City's strategic planning goals for 2022 through 2026.

C. Discussion and Possible Action Regarding a Potential Council Retreat *(Council President)*

Lindell mentioned he'd like to plan a retreat, possibly in September, before budgeting time. This could be a team-building or educational session, and he asked Councilors for thoughts as to what they would prefer to be discussed during that event.

6. Adjournment

Ortman moved, seconded by Jackson 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: Mayor's Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting approval of the following appointments and reappointments:

Historic Preservation Committee:

Stephen Schraufnagel - Architect, term to expire May 31, 2025

Main Street Board:

Timothy Pavlish - Downtown Property Owner, term to expire May 31, 2023

Jeff Robischon - Private Community Stakeholder, term to expire May 31, 2024

Parks and Recreation Committee:

Mike Amman, term to expire April 30, 2025

Sustainability Committee:

Kate Ullman, term to expire May 31, 2024

Dale Kupczyk, term to expire May 31, 2024

Lissa Radke, term to expire May 31, 2024

Zach Jurewicz, term to expire May 31, 2024

Planning Commission:

John Beirl, term to expire April 30, 2025
Jeff Beirl, term to expire April 30, 2023

SUBJECT: Approve an Original Alcohol Beverage Retail License Application from Elite Four LLC for a Class B Fermented Beverage and Class B Intoxicating Alcohol Beverage License for Anchor Islands, 315 Turner Road, Ashland, Wisconsin, Agent Ahron McAuliffe (*Clerk*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS:

1. Original Alcohol Beverage Retail License Application and Letter of Surrender
2. Wisconsin Responsible Serving of Alcohol - Ahron McAuliffe
3. Elite Four LLC Articles of Organization

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on May 23, 2022 that Anchor Island is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Elite Four LLC have submitted an original application for a Class B Fermented Malt Beverage (beer) and Class B Intoxicating Liquor license for the Anchor Bar at 315 Turner Road, Ashland.

The group is leasing the property and making renovations to take over operations of Anchor Islands dba Anchor Bar. Anthony Jennings has offered a Letter of Surrender for the Combination license in order for the Elite Four LLC to begin operations as soon as June 1. The cost of the license will be prorated to one month since the expiration date is June 30, 2022. They will be submitting a renewal for the 2022-2023 licensing year as well.

As required per [WI State Statute 125.04\(3\)\(g\)](#), notice was made to the City's official newspaper to be published

in three consecutive publications.

The Clerk's office is requesting approval of the application submitted by Elite Four LLC.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2021 ending: 06/30/2022
(mm dd yyyy) (mm dd yyyy)

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

County of Ashland Aldermanic Dist. No. 1
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number <u>456-1030986933-02</u>	
FEIN Number <u>87-4341954</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>500</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

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

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>McAuliffe</u>	<u>Ahron</u>	<u>Patrick</u>	<u>1105 5th Ave E Ashland, WI 54806</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Lyman</u>	<u>Laina</u>	<u>Marie</u>	<u>1105 5th Ave E Ashland, WI 54806</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Nickels</u>	<u>Chase</u>	<u>Douglas-Paul</u>	<u>513 16th Ave W Ashland, WI 54806</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Beeksma</u>	<u>Alexander</u>	<u>Thomas</u>	<u>513 16th Ave W Ashland, WI 54806</u>
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Anchor Island Business Phone Number 715-209-4485
2. Address of Premises 315 Turner Road Post Office & Zip Code Ashland, WI 54806

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Main dining room, back dining room, deck, server's room, kitchen, and western section of basement

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

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

(b) If yes, under what name was license issued? Anchor Islands LLC d/b/a Anchor Pub

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 1/10/22 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>McAuliffe, Aaron, P.</u>	Title/Member <u>Member</u>	Date <u>4/11/22</u>
Signature <u>Ah P. McAuliffe</u>	Phone Number <u>715-209-4485</u>	Email Address <u>aaron@anchor-island.com</u>

TO BE COMPLETED BY CLERK

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

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
McAuliffe		Ahron		Patrick	
Home Address (street/route)		Post Office		City	State Zip Code
1105 5 th Ave East				Ashland	WI 54806
Home Phone Number		Age	Date of Birth		Place of Birth
715-209-4485		29	4/27/92		Colorado Springs, CO

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Member of Elite Four LLC

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 9 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

(Address by City and County)

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

Employer's Name	Employer's Address	Employed From	To
Anthony Jennings & Crew Real Estate	315 Turner Rd Ashland, WI 54806	7/21	10/21
Employer's Name	Employer's Address	Employed From	To
Choice Title	320 Main St W Ashland, WI 54806	11/17	12/20

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

Ahron P. McAuliffe
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Lyman		Laina		Marie	
Home Address (street/route)		Post Office	City	State	Zip Code
11055th Ave E			Ashland	WI	54806
Home Phone Number		Age	Date of Birth	Place of Birth	
715-360-6924		24	5/17/1997	Rhinelander	

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

☐ Applying for an alcohol beverage license as an individual.

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

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

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 24 Years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. (Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Anthony Jennings + Crew Real Estate	315 Turner Road	8/9/21	12/10/21
Cafe Cocco	146 W Bayfield St	10/16/17	8/29/21

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

Laina Lyman
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Nickels		Chase		Douglas-Paul	
Home Address (street/route)		Post Office		City	State Zip Code
513 16 th Ave. W.				Ashland	WI 54806
Home Phone Number		Age	Date of Birth	Place of Birth	
715-292-2462		30	5/25/1991	Westminster, CO	

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

☐ Applying for an alcohol beverage license as an individual.

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

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

which is making application for an alcohol beverage license.

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

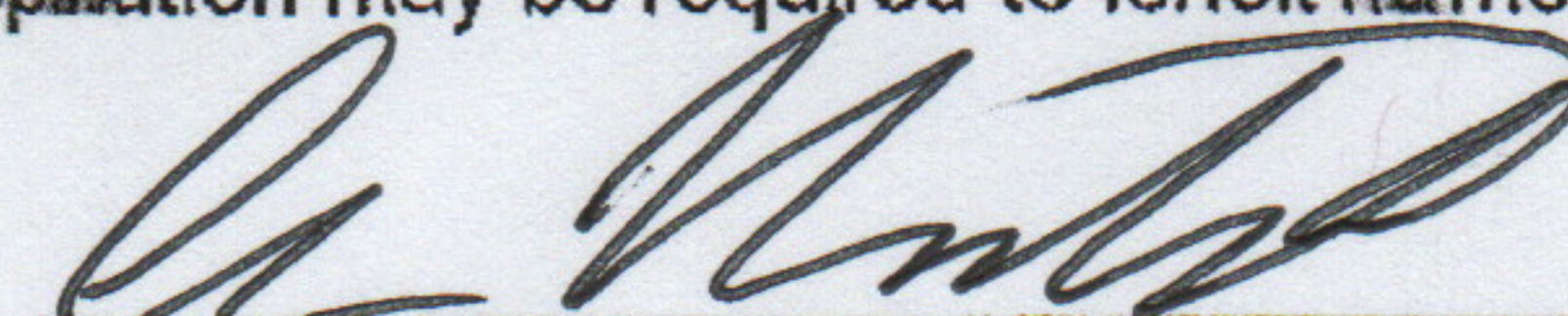
- How long have you continuously resided in Wisconsin prior to this date? 4 days
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?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

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

Employer's Name	Employer's Address	Employed From	To
Circle Computer Resources	845 Capital Dr. SW Cedar Rapids IA 52402	Feb. 2021	Jan. 2022
Employer's Name	Employer's Address	Employed From	To
New Bohemian Innovation	415 12 th Ave. SE Cedar Rapids IA 52402	Aug. 2020	Nov. 2020

Collaborative

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit no more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Beeksm		Alexander		Thomas	
Home Address (street/route)		Post Office	City	State	Zip Code
513 16 th Ave. W			Ashland	WI	54806
Home Phone Number		Age	Date of Birth	Place of Birth	
319-383-6846		31	12/02/1990	Ashland	

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

☐ Applying for an alcohol beverage license as an individual.

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

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

which is making application for an alcohol beverage license.

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

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

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

Employer's Name	Employer's Address	Employed From	To
M Suite	3113 rd Ave SE Suite 400 Cedar Rapids	8/4/2019	11/20/2020
Knock out property services	33105 Main Rd Washburn, WI	8/1/2017	1/18/2019

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


(Signature of Named Individual)

Find yourself next to the water.

A S H L A N D

City of Ashland, Wisconsin

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

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

LETTER OF SURRENDER OF ALCOHOL BEVERAGE LICENSE

I/WE Anchor Islands LLC

Name of Individual/Partnership/Limited Liability Company/Corporation/Organization

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

Effective Date 4/1/22

Signatures

[Signature]
Anthony Jennings

Date signed 1/18/22

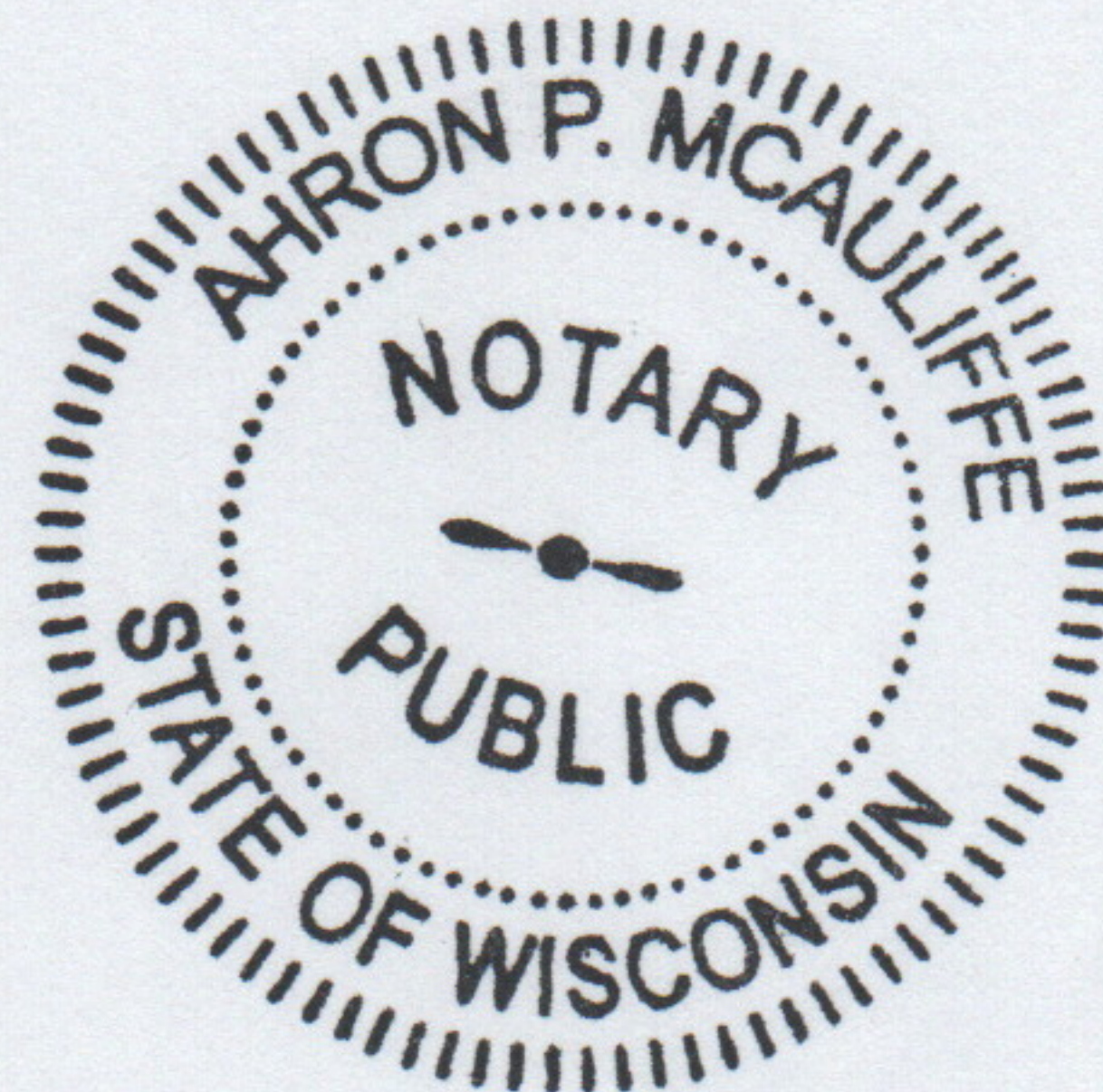
County of Ashland, State of WI

Subscribed and sworn to before me this

18th Day of January, 2022

[Signature]
Notary

Commission Expires 3/30/24





Responsible Serving of Food and Alcohol

Wisconsin Responsible Serving of Alcohol

This certificate confirms that

Ahron McAuliffe

has successfully passed the Rserveing Responsible Serving of Alcohol course of study.

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6) and 125.04 (5) (a) 5. Wis. Stats.

AUTHENTIC



Certificate #: PSCC10000543275
Award Date: 10-20-2021
Expiration Date: 10-19-2023

To verify this certificate, go to Rserveing.com.

A handwritten signature in blue ink that reads "Robert V. Graham".

Robert Graham, President/CEO



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Elite Four LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Ahron McAuliffe

Article 4. **Street address of the initial registered office:**

315 Turner Road
Ashland, WI 54806
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A member or members

Article 6. **Name and complete address of each organizer:**

Ahron McAuliffe
1105 5th Avenue East
Ashland, WI 54806
United States of America

Laina Lyman
1105 5th Avenue East
Ashland, WI 54806
United States of America

Alexander Beeksma
513 16th Avenue West
Ashland, WI 54806
United States of America

Chase Nickels
513 16th Avenue West
Ashland, WI 54806
United States of America

Other Information. **This document was drafted by:**

Ahron McAuliffe

Organizer Signature:

Ahron McAuliffe

Date & Time of Receipt:

1/10/2022 2:40:36 PM

Order Number:

202201105867359

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00
Expedite Fee: \$25.00
Total Fee: \$155.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
1/10/2022	

FILED 1/10/2022	Entity ID Number E059909
---------------------------	-----------------------------

PRESENT: Thomas Yankee, Gary Leino, Alan Smiles, Dick Pufall (5:22 PM), Randy Harvey (5:39 PM)

ABSENT:

ALSO PRESENT: Marina Manager-Scott Stegmann, Deputy Clerk–Chelsea List

Dick Pufall called the meeting to order at 5:24 PM

Agenda Item 1: Public Comment

None

Agenda Item 2: Approval of June 17, 2020 Minutes

A motion was made by Yankee, seconded by Leino, to approve the November 9, 2020 minutes. The motion carried unanimously.

Agenda Item 3: Financial Statement

A. Financial Statement

Stegmann stated that the marina has done well in comparison to other years. Have generated \$180,000 in revenue and \$112,000 in expenditures. Yankee raised a question regarding insurance dividends and wage raises for the two part time employees. Stegmann informed the commission that employees typically see a 3% raise each year but there will be wage approvals through Council next month. Motion by Lenio, seconded by Smiles to approve. The motion carried unanimously.

Agenda Item 4: Unfinished Business

A. Superfund Site

Creation of parking lot spaces for boat launch customers, they should be able to walk from where it will be paved to the boats, but that isn't the reality for boat ramps. The superfund site will still be able to be used for boat launch parking, customers will just have to walk a ways to the boat launch. If a new boat launch is able to be added to the superfund site the old boat launch could possibly be used as a soft boat launch. The goal is to get the fence pulled out next year but need barriers to keep vehicles off the grass to make sure they don't exceed the amount of weight allowed by the agreement with Xcel Energy.

B. Boat Launch

A request for proposals was put out for the Kreher parking lot, waiting on bids to come in for the project. A letter from Nordic Group came back with an estimate about building a new boat launch for \$1.4 million. It was noted that the structure on the existing boat

launch is fine, and the underwater structure is fine but the existing boat launch is unable to handle the current traffic, let alone the new traffic that will come in the upcoming years. It wasn't built to handle larger boats, it is only able handle boats up to 22 feet. Estimates haven't come back solid numbers on what it will cost to redo the current launch but with the current boat launch has maintenance issues and is unable to handle the 26 foot boats required to obtain the large Wisconsin Waterways grant. Currently to the Harbor Commission repairing the old boat launch doesn't seem like the best course of action.

No action was taken on Superfund Site or Boat Launch until the Harbor Commission gets financial statements about the projects.

Agenda Item 5: New Business

A. Manager's Report

The federal government asked if they could install a cleaning station with some brushes and tools to pull weeds off of boats to protect against invasive species on boats and trailers. This was installed by the federal government employees and has been working fine for customers. Storage in Marina is already full from existing customers, no external customers are able to store this year. The marina will start pulling the first boats in 2-3 weeks. There were six live aboards in the marina this summer and was nice to always have people around. Summer has been great for the marina and are way ahead in revenues this year.

Agenda Item 6: Items for next meeting agenda

Smiles requested that the commission stay informed about the status of the parking lot. The next Harbor Commission meeting will be in 3-4 weeks at the BART building.

Agenda Item 7: Adjourn

A motion was made by Yankee, seconded by Harvey, to adjourn. The motion carried unanimously. Meeting was adjourned at 6:06 PM.

Minutes Respectfully Submitted by Chelsea List

SUBJECT: Approve to Support the Evergrow Learning Center via City of Ashland American Rescue Plan Act (ARPA) Funds (*Administrator*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Approved by Committee of the Whole, May 10, 2022

EXHIBITS: 1. EverGrow Learning Center Correspondence. May 9, 2022

EXPENDITURES REQUIRED: \$40,000

AMOUNT BUDGETED: \$0

**APPROPRIATION
REQUIRED:** \$40,000 ARPA Funds

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on May 8, 2022 that Evergrow Learning Center is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

On May 10, 2022, Administrator Brant Kucera updated Council regarding funding plans for the American Rescue Plan Act (ARPA) Funds, received in March 2020. One potential use mentioned was to support the Evergrow Learning Center during their current shortfall as a result of the COVID pandemic.

On May 9, 2022, the City received a letter from the Evergrow Learning Center Board of Directors, requesting assistance in the amount of \$40,000 to keep their facility open. As stated in the letter, shortly after opening, COVID struck, causing many families to work from home and not need the services of the Center. To this day, the Center is feeling the effects of the long-lingering pandemic, and are struggling to keep the doors open to those who need their services.

The Center is expecting a bounce back in enrollment through the coming summer, and wishes to be rebuild their staffing to accommodate it. The Board is asking for the City's support as the City has received funds to be spent on areas of shortfall as a result of the pandemic.



May 9, 2022

City of Ashland
601 Main Street West
Ashland, WI 54806

RE: Funding Request from EverGrow Learning Center

The Board of Directors of the EverGrow Learning Center (EGLC) respectfully requests funding from the City of Ashland's American Rescue Plan Act (ARPA) distribution.

For many years, Ashland County and Bayfield Counties have suffered from a lack of childcare providers. In response to this deficit, a collaborative effort led by the Northwest Wisconsin Workforce Investment Board and Ashland Area Development Corporation resulted in the 2019 launch of EverGrow Learning Center, a large childcare facility in Ashland that can serve up to 94 children.

EGLC opened as a non-profit in November 2019, a mere four months before the effects of Covid-19 slammed our local businesses and economy. Despite the staffing challenges created by the pandemic, EGLC has continued to provide childcare services for families from Washburn, Ashland, Moquah, Bayfield, Bad River, and other rural communities. Many parents of enrolled children work for Ashland businesses.

Like many businesses and non-profits, EGLC has struggled to recruit and hire employees. State law strictly regulates minimum classroom staffing numbers in Wisconsin's licensed childcare facilities. Classrooms that cannot meet staffing requirements are not permitted to accept children. Every closed classroom can result in up to 15 parents being forced to seek other childcare options; in the case of an employed parent who has no other childcare options, the parent must stay home from work to care for their child. Businesses, many of which are already short staffed, are further strained by losing experienced employees who can't work due to losing their child care arrangements.

Our ability to fully staff EGLC has fluctuated substantially during the pandemic. At times, we have had to temporarily close one or more of our classrooms to ensure the health of children and staff, or to meet the staffing ratio required by the State. The result of temporarily closed classrooms is lost revenue to EGLC, which hobbles our ability to pay our monthly rent, utilities, and construction loan – consistent monthly expenses that continue regardless of how many children attend each month.

EGLC's Board of Directors is determined to keep this large childcare facility open. The thought of losing EGLC, which took many, many years of planning and fundraising to launch, is terrifying to the Chequamegon Bay business community. It is doubtful that another facility of this size could be launched again. If our community truly recognizes the value of a fully-available workforce, if we intend to support working parents and the local businesses that depend on them, we must keep our child care providers operating. EverGrow Learning Center will be needed more than ever when the pandemic eases and local businesses ramp back up. The lack of child care providers is significant right now; losing such a large facility would severely curtail our workforce and the ability of businesses to rebound.

The EGLC Board of Directors is requesting funds in the amount of \$40,000 from the ARPA distribution received by the City of Ashland. The funds will be used to ensure that EGLC remains stable as we rebuild our staff and child enrollment this spring and summer. Our goal is to ensure EGLC remains available to support the Chequamegon Bay workforce and the businesses that depends on it.

Thank you for your consideration.

Sincerely,

The EverGrow Learning Center Board of Directors

Chair	Carver Harries, Ashland Area Development Corporation, Executive Director
Vice-Chair	Mari Kay-Nabozny, Northwest Wisconsin Workforce Investment Board, CEO
Treasurer	Andy Donahue, Small Business Development Center at UW-Superior, Director
Member	Lauren Wolf-Michen, Northwest Wisconsin CEP representative
Member	Bonnie Balsamo, Licensed Clinical Social Worker
Member	Jenny Miller, teacher at Ashland School District
Member	Mary Hudson, Early Childhood Educator

SUBJECT: Approve License Applications for Alcohol Beverages, Including New Officers/Agents, Tobacco, Arcade and Coin Operated Machine, Recycling/Salvage Operation, Pawn Broker, Taxicab, and Mobile Home Parks *(Clerk) Voice*

RECOMMENDATION: Approval Contingent upon Compliance of Chapter 923.10

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer, Fire Department, Police Department

EXHIBITS:

1. Alcohol License Applicants
2. Miscellaneous License Renewal Applicants 2022-2023

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer has researched all license applicants. It was noted that a number of applicants are not in compliance with Chapter 923.10 and have been notified. The Clerk is asking for approval of licenses contingent of meeting compliance before obtaining their license(s).

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: NA

SUMMARY STATEMENT:

The City Clerk issues alcohol beverage, tobacco, arcade, recycling facility/salvage operations, pawnbroker, taxicab, and mobile home park licenses. The premises are inspected by the Building Inspector, Fire Department and Police Department annually as applicable. Per Chapter 923, All Taxes, Assessments, Utility Charges, Indebtedness, and Forfeitures be Paid before Any License or Contract is Granted by the City of Ashland, Ashland City Ordinances, all applicants must be current on property taxes and other debts to the City, including fines, utility bills, and other fees. All applications are contingent upon their compliance with Chapter 923 before obtaining the license from the Clerk.

According to [Wi State Statute 125.04\(3\)\(g\)](#), applications must be noticed to the public three consecutive times prior to Council approval. The advertisement ran on May 20, 24, and 27, 2022.

Of note, the applicant for El Tarasco plans to operate at the 2320 Lake Shore Drive West location (formerly El Dorado) while working with new staff and constructing at their future location. Also, one member of the Stoke Smokehouse LLC group has declared having been convicted of a felony in the past among other charges. This application was reviewed with the Police Chief and the City Attorney, and it was acknowledged that this member of the LLC would not be serving alcohol, and the past charges were not against the LLC as a group, and was confirmed to approve the application.

The Clerk's office is requesting approval, upon contingencies where applicable, for the listed licenses applied for, for the 2022-2023 licensing year.

BUSINESS/TRADE NAME	BUSINESS/TRADE NAME	BUSINESS ADDRESS
Class B Fermented Malt Beverage/Class B Intoxicating Liquor		
Ashland Baking Company	Black Cat Coffeehouse	211 Chapple Ave.
Bay Area Civic Center (BACC)	Bay Area Civic Center (BACC)	320 4th Ave. W.
Bay City Cultural Center	Bohemian Hall	319 11th Ave. E.
Besuga Taverns, Inc	Harbor Bar	1222 Lake Shore Drive East
Chequamegon Hotel, LLC	Chequamegon Grille	101 W. Lake Shore Drive
Compass Group	Chartwells	1411 Ellis Avenue
E Triple J, Inc	Neighborly Bar	1301 W. Main St.
EFM Holdings LLC	The Spot	220 Main St E
El Tarasco	El Tarasco	2320 Lake Shore Drive West
Elite Four LLC	Anchor Islands/Anchor Bar	315 Turner Road
Hugo's Inc	Hugo's Pizza	221 Sanborn Avenue
J & P King Family Enterprises, Inc.	Mugs	515 Main Street East
JCDOC LLC	The Safari	423 Main Street East
Monroe, Jr. James Smith	Office Bar	407 Main St. W.
New China Restaurant, Inc.	New China Restaurant	300 W. Lake Shore Drive
The Pizza Pub	The Pizza Pub	1402 East Lake Shore Drive
Samdesiel LLC	The 5th Quarter	301 Main St E
Scott & Ar's, LLC	Scott & Ar's	612-614 Main St. W.
Scribner, Todd Michael	Oredocker Saloon	1104 Lake Shore Drive East
Second Street LLC	Second Street Bistro	201 Main St. E.
Solstice Outdoors LLC	Sandbar	2521 Lake Shore Drive West
Stoked Smokehouse LLC	Stagecoach Bar & Grill	315 Main Street East
The Deepwater LLC	Wilmarth's Deep Water Grille	808 West Main Street
The Local Bar & Grille LLC	The Local Bar & Grille	3000 Golf Course Road
Zenith Asset Company LLC	AmericInn	3009 N. Lake Shore Drive East
Class A Fermented Malt Beverage/Class A Intoxicating Liquor		
Chequamegon Food Cooperative	Chequamegon Food Cooperative	700 Main Street West
Jay Ma Ambaji, Inc.	Star Liquor	821 Main Street West
KRPS, Inc.	Super H Foods	511 East Main Street
Super One Liquor, LLC	Super One Liquor #805	505 Ellis Avenue
Tastes of Wisconsin LLC	Tastes of Wisconsin LLC	420 Lake Shore Drive West
Class A Fermented Malt Beverage only		
Indianhead Oil Co., LLC	Holiday Stationstore #459	110 Ellis Avenue
Krist Oil Co.	Krist Food Mart #65	521 Lake Shore Drive East
Kwik Trip, Inc.	Kwik Trip 163	515 Ellis Avenue
Kwik Trip, Inc.	Kwik Trip 118	2300 Lake Shore Drive East
Kwik Trip, Inc.	Kwik Trip 110	1814 Lake Shore Drive West
Midland Services, Inc.	Midland Services, Inc.	411 Sanborn Avenue
River Rock Inn and Bait Shop	River Rock Inn and Bait Shop	1200 West Lake Shore Drive
Wagner Ashland Shell, LLC	Ashland Shell	810 Lake Shore Drive West
Class B Fermented Malt Beverage/Class C Wine		
Frankie's Pizza	Frankie's Pizza	1315 Lake Shore Drive East
One Night in Bangkok LLC	One Night in Bangkok LLC	311 Main Street East

MISCELLANEOUS LICENSE RENEWAL APPLICANTS

July 1, 2022 through June 30, 2023

CIGARETTE AND TOBACCO PRODUCT LICENSE

Indianhead Oil Co., LLC	dba Holiday Stationstore #459	110 Ellis Avenue
Jay Ma Ambaji, Inc.	dba Star Liquor	821 Main Street West
JCDOC LLC	dba The Safari	423 Main Street East
Krist Oil Company	dba Krist Food Mart #65	521 Lake Shore Drive East
KRPS, Inc.	dba Super H Foods	511 Main Street East
Kwik Trip, Inc.	dba Kwik Trip #163	515 Ellis Avenue
Kwik Trip, Inc.	dba Kwik Trip #118	2300 Lake Shore Drive East
Kwik Trip, Inc.	dba Kwik Trip #110	1814 Lake Shore Drive West
Midland Services, Inc.	dba Midland Services	411 Sanborn Avenue
Miner's Incorporated	dba Super One Liquor #805	505 Ellis Avenue
Miner's Incorporated	dba Super One Foods	401 Ellis Avenue
Susan Forman Johnson	dba United Dreams	411 Main Street West
Wagner Ashland Shell, LLC	dba Ashland Shell	810 Lake Shore Drive West
Walgreens	dba Walgreens #10758	110 Lake Shore Drive West
Wal-Mart Stores East LP	dba Wal-Mart #1672	2500 Lake Shore Drive East
Super Smoke Shop Ashland Inc.	dba Super Smoke Shop	2418 Lake Shore Drive East

ARCADE LICENSE

Bay Area Civic Center Inc		302 4 th Avenue West
Besuga Taverns Inc	dba Harbor Bar	1222 Lake Shore Drive East
E Triple J Inc	dba Neighborly Bar	1301 Main Street West
J & P King Family Enterprises Inc	dba Mugs	515 Main Street East
JCDOC LLC	dba The Safari	423 Main Street East
James Monroe Jr	dba Office Bar	407 Main Street West
National Entertainment Network, LLC		2500 Lake Shore Drive East
Pizza Pub of Ashland Inc	dba Pizza Pub	1402 Lake Shore Drive East
Samdiesel Inc.	dba 5 th Quarter	301 Main St East
Scott & Ar's LLC	dba Scott & Ar's	612-614 Main Street West
Stoked Smokehouse	dba Stagecoach Bar & Grille	315 Main Street East
Todd Scribner	dba Oredocker Saloon	1104 Lake Shore Drive East
The Deepwater LLC	dba Deep Water Grille	808 Main Street West
Zenith Asset Company LLC	dba AmericInn	3009 Lake shore Drive East

MOBILE HOME PARK LICENSE

Fernco Development, Ltd; Lenco
Development, Ltd.;
and Norco Development Ltd.

Whispering Pines Trailer Court
1600 8th St. West
*(Parcel of land located in SE SW Section 5
T47N Range 4 W; including part of Block 116,
Ashland Proper)*

Fernco Development, Ltd; Lenco
Development, Ltd.;
and Norco Development Ltd.

Kenwood Terrace Trailer Court
145 Cedar Street
(Block 27, Lake Shore Addition)

PAWNBROKER LICENSE

Frank J. Kostka dba Bay Area Pawn, Inc. 421 West Lake Shore Drive

RECYCLING FACILITY/SALVAGE OPERATION LICENSE

Republic Services
Waste Management
Chicago Iron & Supplies, Inc.
C.W.O. Auto & Scrap Removal, Inc.

405 Industrial Park Road
600 Industrial Park Road
701 22nd Ave. E.
2805 Holmes Road and 202
Prentice Avenue

TAXICAB LICENSE

Sarah Bowker & Jamie Nelson dba Ashland Drives Taxi 522 Willis Avenue

SUBJECT: Approve an Ordinance to Repeal Chapter 889 (1536) Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, and Approve an Ordinance to Create Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants, and Door to Door Solicitors, and Approve an Ordinance to Create Chapter 889 (2022-1963) Mobile Food Establishments, Concessions, and Food Vendors (Clerk) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:

1. Proposed Ordinance to Repeal Current Chapter 889
2. Proposed Ordinance to Create Chapter 888
3. Chapter 888
4. Proposed Ordinance to Create Chapter 889
5. Chapter 889
6. Current Chapter 889 Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors.

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: None

**APPROPRIATION
REQUIRED:** None

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The City Clerk is asking for approval to designate two separate chapters in the Ashland City Ordinances for the topics contained in the current Chapter 889 Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors.

Although there are a number of similarities between mobile concession street vendors and solicitors and

transient merchants, there are benefits for designating a chapter for each. The Parks and Recreation Department has been working to develop a Business in the Park section within their policies to address vendors who wish to offer lessons and products in the City's beach locations. Similarly, the Main Street Board has been working with mobile food establishments to entice them to participate in special events sponsored by the City. Each chapter will have a separate set of rules and circumstances, and should be outlined as such to address the needs of the different departments and circumstances. Finally, the current Chapter 889 is very lengthy and difficult to interpret when working with those wishing to operate in the City as a merchant or food vendor.

At this time, there are no changes being made by dividing the chapter into two individual items. The fees, restrictions and requirements remain as in the original chapter. The purpose is to work with each group independently and better clarify the topics already in place.

The Clerk is asking Council to address this ordinance change before a hopefully busy season of requests.

Sequential Ordinance No. 2022-1961
Chapter 889 (1536)

**ORDINANCE TO REPEAL CHAPTER 889 (1536) TRANSIENT MERCHANTS,
SOLICITATION IN RESIDENTIAL NEIGHBORHOODS, AND MOBILE CONCESSION
STREET VENDORS, ASHLAND CITY ORDINANCES.**

Section I

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of May 31, 2022, for the purpose of repealing Chapter 889 (1536) Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, Ashland City Ordinances, and subsequent amendments thereto.

Section II

Chapter 889 (1536) *is hereby repealed in its entirety.*

Section III

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

Councilperson

PASSED: May 31, 2022
PUBLISHED: June 7, 2022

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Sequential Ordinance No. 2022-1962
Chapter 888 (2022-1962)

**ORDINANCE TO CREATE CHAPTER 888 (2022-1962) TRANSIENT VENDORS,
TRANSIENT AND PERMANENT MERCHANTS AND DOOR TO DOOR
SOLICITORS, ASHLAND CITY ORDINANCES.**

Section I

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of May 31, 2022, for the purpose of creating Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants and Door to Door Solicitors.

Section II

Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants and Door to Door Solicitors, *is hereby created as follows.*

Section III

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED: May 31, 2022
PUBLISHED: June 7, 2022

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 888. TRANSIENT VENDORS, TRANSIENT AND PERMANENT MERCHANTS AND DOOR TO DOOR SOLICITORS

888.01 Registration and License Required.

A Transient Vendor, Transient Merchant or Door to Door Solicitor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk. The fee for a Transient Vendor, Transient Merchant and Door to Door Solicitor shall be charged in accordance with Chapter 165, Comprehensive Fee Schedule. The fee may be waived for non-profit organizations.

The City Clerk or designee may issue licenses for transient vendors for the sale of specified merchandise or services in certain specified locations which shall be operated and conducted in accordance with the requirements and limitations expressed in this section.

888.02. Definitions.

- a) “Transient Merchant” and “Transient Vendor” in this instance means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. For purposes of this section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received, but does not include a farm auction sale conducted by or for a resident farmer of personal property used on the farm.
- b) “Permanent Merchant” means any person who, for at least six months prior to the consideration of the application of this chapter to said merchant: (1) has continuously operated an established place of business among the communities bordering the place of sale, or (2) has continuously resided in the communities bordering the place of sale and now does business from his/her residence.
- c) “Door-to-Door Solicitor” means any person, whether a permanent or transient merchant, who attempts to sell merchandise or services directly to residents by physically calling upon their dwelling place.
- d) “Merchandise” shall include personal property of any kind, including merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.
- e) “Services” shall include the functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under a contract.
- f) “Charitable Organization” shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.

- g) "Clerk" means the City Clerk.
- h) "Special Event" for this instance shall include a specific duration of an event which the organizer is the City or is working in collaboration with the City.

888.03. Applications.

- a) Applicant Information. Applicants for a transient vendor or merchant, or door-to-door solicitor license must complete and return to the clerk an application form furnished by the clerk which shall require the following information:
 - 1. Name, permanent address and telephone number, and temporary address, if any;
 - 2. Age, height, weight, color of hair and eyes;
 - 3. Name, address and telephone number of the person, firm, association or corporation that the transient merchant represents or is employed by, or whose merchandise is being sold;
 - 4. Temporary address and telephone number from which business will be conducted, if any;
 - 5. Nature of business to be conducted and a brief description of the merchandise, and any services offered;
 - 6. Proposed methods of delivery of merchandise, if applicable;
 - 7. Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;
 - 8. Most recent cities, villages, towns, not to exceed three, where applicant conducted his/her business;
 - 9. Place where applicant can be contacted for at least seven days after leaving this city;
 - 10. Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five years, and the nature of the offense and the place of conviction.
- b) Required Documents. Applicants for a transient vendor or merchant, or door-to-door solicitor license shall present to the clerk for examination:

1. A driver's license or some other proof of identify as may be reasonably required;
 2. A state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;
 3. A copy of the business' Wisconsin Seller's Permit;
 4. A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application license is made.
- c) Fee. At the time the transient merchant or door-to-door solicitor application is submitted to the clerk, a fee shall be charged in accordance with Chapter 165, Comprehensive Fee Schedule, to cover the cost of processing said application. The Clerk shall issue an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each solicitor. The card shall also contain the dates and purpose of the solicitation.
- d) Agent for service of process. The applicant shall sign a statement appointing the clerk his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally.

888.04 Issuance.

The City Clerk or appointed staff may issue the license subject to the below standards:

- a) Complete application and required documentation submitted to the City Clerk;
- b) Background check and approval from the Ashland Police Chief;
- c) Verification of compliance of Ch. 923.10 from the City Treasurer;
- d) Certificate of liability insurance naming the City of Ashland as Certificate Holder, or other acceptable proof of insurance.
- e) Incomplete applications or failure to submit the required documentation as required will be denied.
- f) License fees shall be valid for a maximum of one year (12 consecutive months) and set forth according to Chapter 165 Comprehensive Fee Schedule. No fee paid shall be refunded if the application is denied or withdrawn.

- g) All approved licenses and/or permits must be displayed to the public upon the premises or vehicle for which is issued, or carried upon the person, and shall be displayed to any officer of the City upon request.

888.05. Exemptions.

The following shall be exempt from all provisions of this chapter:

- a) Any person or business representative delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes.
- b) Any person or business representative selling merchandise directly to other established businesses within the City of Ashland.
- c) Local youth organizations.
- d) Any person not representative of a commercial business selling agricultural or perishable products which the person has grown, or any fish which the person has caught.
- e) Any person who has an established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested, a home visit by said person.
- f) Any person selling or offering for sale a service unconnected with the sale or offering for sale of merchandise.
- g) Any person holding a sale required by statute or by order of any court; any person conducting a bona fide auction sale pursuant to law; any person conducting a garage sale, yard sale, or estate sale at a private residence.
- h) Any individual licensed by an examining board as defined in s. 15.01(7), Wisconsin Statutes.
- i) Any employee, officer or agent of a charitable organization who engages in direct sales or solicitation of donations for or on behalf of said organization, provided that there is submitted to the clerk proof that such charitable organization is registered under sec. 202.12, Wis. Stats., and provided such organization shall comply with the provisions below:
 - 1. Before any direct sales or solicitation for donations can take place, each such charitable organization must file a sworn application, in writing, on a form furnished by the City Clerk, which shall provide the following information:
 - a) Name of organization.
 - b) Names and addresses of officers of the organization.

- c) Description and approximate dates of the solicitation event(s).
- d) Names of individuals to be involved in solicitation.
- e) Proof of charitable status.

Upon being satisfied that such organization, association or corporation is a bona fide group within the parameters of this chapter, the Clerk shall issue a permit without charge to such organization to solicit in the City. Each member of such organization shall carry at all times proof of identification associated with their organization, and shall be displayed at the request of any officer of the City. The clerk shall also issue to such organization, an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each member. The card shall also contain the name of the organization and dates and purpose of the solicitation.

888.06. Special Event Permitting.

A Special Event Permit is defined as a permit to operate a merchandise or service vendor for the entire duration of a City-sponsored event, or event organized in collaboration with the City as determined by the City.

- a) Duration. The duration of a Special Event is determined by the organizer and/or City. The holder of a Special Event Permit must cease operation on or before 10:00 p.m. on the final day of the Special Event.
- b) Fee. The fee for a Special Event Permit is \$50.00. Should the applicant choose within thirty (30) days of the Special Event to apply for a ninety (90)-day, six (6)-month, or twelve (12)-month permit through the Clerk, this \$50.00 would be credited toward that permit fee.

The regular fee schedule as stated in Ch. 165 Comprehensive Fee Schedule shall apply for applicants participating in an event not sponsored or co-sponsored by the City.

- c) Exceptions. Any and all merchandise or service vendors are subject to the Special Event Permit fee regardless of the location within the City which the Event is held, and regardless if the vendor is a business owner or operator of the City of Ashland, except that operator is conducting business on and immediately adjacent to their property such as outside its store front or in its owned parking lot.
- d) Required Documentation. All applicants of a Special Event Permit must submit payment with the completed application supplied by the City of Ashland, along with any other documentation required by the City to be considered. Any uncompleted applications may be denied for such permit. Any right of way permits required or special accommodations needed are the responsibility of the applicant.

- e) Approval. All applications may be reviewed and approved by City staff including but not limited to: City Clerk, Public Works, Parks and Recreation, Police Department, Fire Department, and/or Planning and Development. The vendor shall display their license in a window or other viewable location at all times.

888.07. Prohibited Practices.

A transient merchant or door-to-door solicitor shall be prohibited from:

- a) Calling at any dwelling or other place between the hours of 8:00 p.m. and 9:00 p.m. except by appointment;
- b) Calling at any dwelling or other place where a sign is displayed bearing the words “No Peddlers,” “No Solicitors” or words of similar meaning;
- c) Calling at the rear door of any dwelling place;
- d) Remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.
- e) A transient merchant or door-to-door solicitor shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity, or characteristics of any merchandise offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents.
- f) A charitable organization transient merchant shall specifically disclose what portion of the sale price of the merchandise being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.
- g) No transient merchant or door-to-door solicitor shall sell or offer for sale any goods, wares, merchandise or produce of any kind from a stand or vehicle while the same is placed or parked upon any public street except to make deliveries from house to house or to places of business. No signs or goods, wares, merchandise or produce of any sort shall be set, placed or displayed within any portion of the right-of-way for any City of Ashland street.
- h) No transient merchant or door-to-door solicitor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith without the prior written approval of the City of Ashland Parks Director or Board.
- i) No licensee nor any person in his behalf, shall use any sound amplifying device for the broadcasting of words upon any of the streets, alleys, parks or other public places of the City or upon private premises where sound of sufficient volume is emitted or produced therefrom

to be capable of being plainly heard upon the streets, avenues, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares, or merchandise which such licensee proposes to sell.

888.08. Disclosure Requirements

- a) After the initial greeting and before any other statement is made to a prospective customer, a transient merchant or door-to-door solicitor shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of merchandise or services he/she offers to sell.
- b) If any sale of merchandise is made by a transient merchant or door-to-door solicitor, or any offer for the later delivery of merchandise is taken by the seller, the buyer shall have the right to cancel said transaction if it involves the extension of credit or is a cash transaction of more than \$25, in accordance with the procedure as set forth in sec. 423.203, Wis. Stats.; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of secs. 423.203(1)(a)(b) and (c), (2) and (3), Wis. Stats.
- c) If the transient merchant or door-to-door solicitor takes a sales order for the later delivery of merchandise, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial, or no advance payment is made, the name, address, and telephone number of the seller, the delivery or performance date, and whether a guarantee or warranty is provided and, if so, the terms thereof.

888.09. Exhibition of License.

Licensed transient or permanent merchants soliciting in residential neighborhoods must wear their identification license card in a conspicuous place on their clothing. Transient merchants selling from a fixed location must exhibit their certificate of license in a conspicuous place at the site where they are selling.

888.10. Records.

The Chief of Police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted.

888.11. Revocation of License.

Licenses issued under the provisions of this ordinance may be revoked by the Common Council after notice and hearing for any of the following causes:

- a) Fraud, misrepresentation, or incorrect statement contained in the application for license;
- b) Fraud, misrepresentation, or incorrect statement made in the course of carrying on his/her business as a solicitor, or transient merchant;

- c) Any violation of this ordinance;
- d) Conducting the business of solicitor, or transient merchant, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- e) Conviction of any crime or misdemeanor.

888.12. Notice of Hearings.

Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

888.13 Penalty. Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this ordinance shall constitute a separate offense.

ADOPTED: 889 (1536) 3/12/2002

AMENDMENTS: 889 (1779) 3-13-2012; 889 (2016-1876) 7/12/2016; 889 (2020-1929) 3/10/2020; 889 (1536) 4-20-2021; 889 (2021-1946) 6/29/2021

Sequential Ordinance No. 2022-1963
Chapter 889 (2022-1963)

ORDINANCE TO CREATE CHAPTER 889 (2022-1963) MOBILE FOOD ESTABLISHMENTS, CONCESSIONS AND FOOD VENDORS, ASHLAND CITY ORDINANCES.

Section I

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of May 31, 2022, for the purpose of creating Chapter 889 (2022-1963) Mobile Food Establishment, Concessions and Food Vendors.

Section II

Chapter 889 (2022-1963) Mobile Food Establishment, Concessions and Food Vendors *is hereby created as follows.*

Section III

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED: May 31, 2022
PUBLISHED: June 7, 2022

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 889. MOBILE FOOD ESTABLISHMENTS, CONCESSIONS AND FOOD VENDORS.

889.01. Registration and License Required.

A Mobile Food Establishment, Concession or Vendor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk. The fee for a Mobile Concession Food Vendor shall be charged in accordance with Chapter 165, Comprehensive Fee Schedule. The fee may be waived for non-profit organizations.

The City Clerk or designee may issue licenses for the sale of specified food and beverage items from mobile food establishment on the public streets and in certain specified locations adjacent to city parks, which shall be operated and conducted in accordance with the requirements and limitations expressed in this section.

This ordinance does not intend to regulate home delivery of food or beverage items, nor temporary food/product stands, which may be regulated by a transient merchant permit, outdoor establishment permit, or other City codes.

889.02. Definitions.

- a) "Mobile Concession", "Food Vendor" or "Mobile Food Establishment" shall include individuals and organizations that engage in the sale of concessions from motor vehicles, self-propelled vehicles, manually propelled vehicles, and trailers.
- b) "Concessions" are defined as foods and beverages either prepared onsite or prepackaged, intended to be consumed at the point of purchase.
- c) "Charitable Organization" shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.
- d) "Clerk" means the City Clerk.
- e) "Special Event" shall include a specific duration of an event which the organizer is the City or is working in collaboration with the City.

889.03. Application and Required Documentation.

- a) Each applicant must submit to the clerk a completed application with signature along with the following:
 - 1) A copy of a passing inspection report from the County Health Department or State of WI. Mobile food establishments shall acquire all mandated licenses and permits for any additional food or beverage items deemed necessary by the county or state, even if not explicitly required by this section, for public health, safety or welfare purposes.

- 2) Proof of liability insurance or Certificate of Insurance naming the City of Ashland, for any single accident and for any property damage in the amount of not less than \$1,000,000.00. Such liability insurance shall be in effect at all times that the mobile food establishment is licensed in accordance with this section.
 - 3) Payment according to Ch. 165 Comprehensive Fee Schedule.
 - 4) A copy of the business' Wisconsin Seller's Permit.
- b) Each mobile food establishment shall be separately licensed and such license shall not be transferable to another mobile food establishment. Such license shall be conspicuously displayed within the mobile food establishment.
 - c) A mobile food establishment shall meet the following vehicular requirements:
 - 1) Shall be designed and constructed specifically for the purpose of selling or dispensing the product(s) to be sold or dispensed; and
 - 2) Shall have valid license plates and registration as required by Wis Stat. Ch 341; and
 - 3) Shall be in compliance with all Federal, State, and local laws or regulations which govern motor vehicles including but not limited to vehicle size requirements; and
 - 4) Shall be in a safe, operable condition with no visible signs of deterioration.

889.03. Exemptions.

- a) Any person who has an established place of business where the food/concession is being sold and is offered for sale on a regular basis from a permanent building. The mobile concession must remain immediately adjacent to the permanent building, and will be subject to all municipal codes and ordinances.
- b) Any individual licensed by an examining board as defined in s. 15.01(7), Wisconsin Statutes.
- c) Any persons or organizations operating a concession authorized by a non-profit association in connection with a fair, festival or celebration which is being held under the direction of that non-profit association. Persons or organizations are prohibited from operating a concession or selling products or services within the defined fair, festival or celebration area without authorization from the non-profit association sponsoring the event. The entity sponsoring the event shall submit a description of the defined festival area to the Police Chief or his designee for approval. This provision does not include "Special Events."
- d) Any person 15 years old or under who is operating a stand to sell lemonade or similar beverages at the person's home or in the public right of way adjacent to the person's home, and any person 15 years old or under assisting that person, provided that the police

department may order such stand closed if there is reason to believe the stand poses a threat to health or safety, in which case the person may apply for a license under this chapter.

- e) Any employee, officer or agent of a charitable organization who engages in direct sales or solicitation of donations for or on behalf of said organization, provided that there is submitted to the clerk, proof that such charitable organization is registered under sec. 202.12, Wis. Stats., and provided such organization shall comply with the provisions below:
 - 1) Before any direct sales or solicitation for donations can take place, each such charitable organization must file a sworn application, in writing, on a form furnished by the City Clerk, which shall provide the following information:
 - a) Name of organization.
 - b) Names and addresses of officers of the organization.
 - c) Description and approximate dates of the solicitation event(s).
 - d) Names of individuals to be involved in solicitation.
 - e) Proof of charitable status.

Upon being satisfied that such organization, association or corporation is a bona fide group within the parameters of this chapter, the Clerk shall issue a permit without charge to such organization to solicit in the City. The clerk shall also issue to such organizations, a permit upon which shall be inscribed the name of each member, the name of the organization and dates and purpose of the solicitation.

889.04. Investigation

- a) Referral to Police. Upon receipt of each application, the clerk may refer it immediately to the Chief of Police who may make and complete an investigation of the statements made in such registration. All vehicles may be subject to inspection of the Ashland Fire Department.
- b) Treasurer's Certificate. Each applicant must be in compliance with Ch. 923.10
- c) Denial of license. The clerk shall refuse to license the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or materially inaccurate statement; complaints of a material nature have been received against the applicant by authorities in the most recent cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or the applicant failed to comply with any applicable provision of this chapter.

889.05. Appeal. Any person refused or denied a license may appeal the denial through the Common Council.

889.06 Prohibited Practice

- a) No mobile food establishment shall operate between the hours of 12:00 a.m. and 8:00 a.m. during Special Events.
- b) Licensed mobile concession/food vendors shall be allowed to operate only between the hours of 9:00 a.m. and 10:00 p.m.
- c) No mobile food establishment shall use City water, electricity or other utilities in the course of its operations in accordance with this section without the consent of city staff prior to use.
- d) No Mobile Food Establishment shall sell alcohol or allow its consumption in the mobile food establishment.
- e) No mobile concession or food vendor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith, without the prior written approval of the City of Ashland Park Parks & Recreation Committee, or as allowed within Sec. 889.07(i).
- f) No licensee nor any person in his behalf, shall use any bells, lights or sound amplifying device or any other noise-makers other than music for the broadcasting of words upon any of the streets, alleys, parks or other public places of the City or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares, or merchandise which such licensee proposes to sell. Such music shall not be used after 10:00 p.m. on any day and shall maintain compliance with city ordinances at all times.

889.07. Location of Operation.

A mobile food establishment shall be allowed to sell from public streets, but shall not impede the free use of streets or sidewalks by vehicles or pedestrians. All traffic and parking regulations shall be observed. If an on-duty officer of an authorized law-enforcement agency determines that a safety problem exists related to the selling activities at a specific location(s) by a Mobile Concession/Food Vendor, the officer shall have the right to order the vendor to cease selling at that location(s).

- a) A mobile food establishment shall not park along any one city block or equivalent length of street for a duration exceeding 6 hours on any given day, excluding "Special Events". Parking exemptions shall not be issued to a licensee under this section.
- b) A mobile food establishment shall not be permitted to operate in those areas of the city and any adjacent streets that are situated within a residential zoning district.

- c) A mobile food establishment, licensee or the licensee's agents or employees shall not reserve or otherwise hold parking spots on the public streets or in city parks.
- d) No mobile food establishment shall operate on any public street within 300 feet of any established restaurants in the city, unless the mobile food establishment obtains written permission from all adjacent restaurants in operation, and retains such permission within the mobile food establishment.
- e) No sales shall be permitted within 300 feet of an established, operating concession stand operated by a non-profit or charitable organization, such as Little League, school groups, or other similar organizations, unless the mobile food establishment obtains written permission from all adjacent established operating concessions, or unless permitted by the event director/organizer during a "Special Event."
- f) All mobile food establishments shall at all times provide at least four (4) feet of width on all sides for clear and unobstructed pedestrian, bicycle, or other permissible use.
- g) No mobile food establishment shall obstruct an adjacent path or lane of travel, including motor vehicle lanes, bicycle lanes, sidewalks, trails or other designated parking areas.
- h) Parking of Mobile Concession units on private property is allowable by the City as long as their location does not impede the flow of traffic in the area, and as long as they hold a city Mobile Food Establishment license and have permission of the property owner.
- i) City staff may waive the six-hour operation limit and authorize food vendors to sell food items intended for on-site consumption in City parks for a period of five (5) consecutive days or less during a specified or Special Event. Said food vendors will be required to complete an application and pay a fee as set by Ch. 165.

889.08 "Special Event" Permit. A Special Event Permit is defined as a permit to operate a mobile concession/food establishment for the duration of a City-sponsored event, or event organized in collaboration with the City as determined by the City.

- a) **Duration.** The duration of a Special Event is determined by the organizer and/or City. The holder of a Special Event Permit must cease operation on or before 10:00 p.m. on the final day of the Special Event.
- b) **Fee.** The fee for a Special Event Permit is \$50.00. Should the applicant choose within thirty (30) days of the Special Event to apply for a six (6)-month, nine (9)-month or twelve (12)-month permit through the Clerk, this \$50.00 would be credited toward that permit fee.

The regular fee schedule as stated in Ch. 165 Comprehensive Fee Schedule shall apply for applicants participating in an event not sponsored or co-sponsored by the City.

- c) **Exceptions.** Any and all mobile concession vendors are subject to the Special Event Permit fee regardless of the location within the City which the Event is held, and regardless if the

mobile concession vendor is a business owner or operator in the City of Ashland, except if that operator is conducting business on and immediately adjacent to their property such as outside its store front or in its owned parking lot.

- d) Required Documentation. All applicants of a Special Event Permit must submit payment with the completed application supplied by the City of Ashland, along with any other documentation required by the City to be considered. Any uncompleted applications may be denied for such permit. Any right of way permits required or special accommodations needed are the responsibility of the applicant.
- e) Approval. All applications may be reviewed and approved by City staff including but not limited to: City Clerk, Public Works, Parks and Recreation, Police Department, Fire Department, and/or Planning and Development. The mobile concession vendor shall display their license in a window or other viewable location at all times.

889.09. Ice Cream Trucks.

Ice cream trucks which serve prepackaged frozen, ready to eat items are allowed to sell in residentially zoned areas throughout the City, but must keep moving unless serving a customer. Generally, there is no long- or short-term parking of Mobile Concession units in residential areas. They do require the same City permits as other stationary Mobile Concession units as well as a local mobile food establishment license.

889.11. Exhibition of License.

Mobile Concession/Food Vendors shall display their license in a window of their vehicle at all times of operation.

889.12. Records.

The Chief of Police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted.

889.13. Revocation of License.

Licenses issued under the provisions of this ordinance may be revoked by the Common Council after notice and hearing for any of the following causes:

- a) Fraud, misrepresentation, or incorrect statement contained in the application for license;
- b) Any violation of this ordinance;
- c) Conducting the business of mobile concession food vendor in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public;
- d) Conviction of any crime or misdemeanor during the term of the license.

889.14. Notice of Hearings.

Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

889.15. Penalty.

Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this ordinance shall constitute a separate offense.

ADOPTED: 889 (1536) 3/12/2002

AMENDMENTS: 889 (1779) 3-13-2012; 889 (2016-1876) 7/12/2016; 889 (2020-1929) 3/10/2020; 889 (1536) 4-20-2021; 889 (2021-1946) 6/29/2021

CHAPTER 889. TRANSIENT MERCHANTS, SOLICITATION IN RESIDENTIAL NEIGHBORHOODS, AND MOBILE CONCESSION STREET VENDORS.

889.01. Registration and License Required. It shall be unlawful for any Transient Merchant or Mobile Concession Street Vendor to engage in sales within the City of Ashland without being registered and licensed for that purpose as provided herein. It shall be unlawful for any Transient Merchant or any Permanent Merchant to solicit in residential neighborhoods without being registered and licensed for that purpose as provided herein.

889.02. Definitions.

(a) “Transient merchant” means any individual who engages in the retail sale of merchandise at any place in this state temporarily, and who does not intend to become and does not become a permanent merchant of such place. For purposes of this section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received, but does not include a farm auction sale conducted by or for a resident farmer of personal property used on the farm, or the sale of produce or other perishable products at retail or wholesale by a resident of this state.

(b) “Permanent Merchant” means any person who, for at least six months prior to the consideration of the application of this chapter to said merchant: (1) has continuously operated an established place of business in the local trade area among the communities bordering the place of sale, or (2) has continuously resided in the local trade area among the communities bordering the place of sale and now does business from his/her residence.

(c) “Door-to-Door Solicitor” means any person, whether a permanent or transient merchant, who attempts to sell merchandise directly to residents by physically calling upon their dwelling place.

(d) “Merchandise” shall include personal property of any kind, and shall include merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.

(e) “Mobile Concession Street Vendor” shall include individuals and organizations that engage in the sale of concessions from motor vehicles, self-propelled vehicles, manually propelled vehicles, and trailers. Concessions are defined foods and beverages intended to be consumed at the point of purchase.

(f) “Charitable Organization” shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.

(g) “Clerk” means the City Clerk.

889.03. Exemptions. The following shall be exempt from all provisions of this chapter:

(a) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;

(b) Any person selling merchandise directly to other established businesses within the City of Ashland;

(c) Any person selling agricultural products which the person has grown or any fish which the person has caught;

(d) Any person who has an established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested, a home visit by said person;

(e) Any person selling or offering for sale a service unconnected with the sale or offering for sale of merchandise;

(f) Any person holding a sale required by statute or by order of any court; any person conducting a bona fide auction sale pursuant to law; any person conducting a garage sale, yard sale, or estate sale at a private residence;

(g) Any employee, officer or agent of a charitable organization who engages in direct sales or solicitation of donations for or on behalf of said organization, provided that there is submitted to the clerk proof that such charitable organization is registered under sec. 202.12, Wis. Stats., and provided such organization shall comply with the provisions below

(1) Before any direct sales or solicitation for donations can take place, each such charitable organization must file a sworn application, in writing, on a form furnished by the City Clerk, which shall provide the following information:

(A) Name of organization.

(B) Names and addresses of officers of the organization.

(C) Description and approximate dates of the solicitation event(s).

(D) Names of individuals to be involved in solicitation.

(E) Proof of charitable status.

(2) Upon being satisfied that such organization, association or corporation is a bona fide group within the parameters of this chapter, the Clerk shall issue a permit without charge to such organization to solicit in the City. The clerk shall also issue to such organization, an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each member. The card shall also contain the name of the organization and dates and purpose of the solicitation. This permit can be applied for on an annual basis and shall expire June 30 of each year.

(h) Any individual licensed by an examining board as defined in s. 15.01(7), Wisconsin Statutes.

(i) Any persons or organizations operating a concession authorized by a non-profit association in connection with a fair, festival or celebration which is being held under the direction of that non-profit association. Persons or organizations are prohibited from operating a concession or selling products or services within the defined fair, festival or celebration area without authorization from the non-profit association sponsoring the event. The entity sponsoring the event shall submit a description of the defined festival area to the Police Chief or his designee for approval.

(j) Any person 15 years old or under who is operating a stand to sell lemonade or similar beverages at the person's home or in the public right of way adjacent to the person's home, and any person 15 years old or under assisting that person, provided that the police department may order such stand closed if there is reason to believe the stand poses a threat to health or safety, in which case the person may apply for a license under this chapter.

889.04. Transient Merchant & Door-to-Door Solicitor Applications

(a) Applicant Information. Applicants for a transient merchant or door-to-door solicitor license must complete and return to the clerk an application form furnished by the clerk which shall require the following information:

(1) Name, permanent address and telephone number, and temporary address, if any;

(2) Age, height, weight, color of hair and eyes;

(3) Name, address and telephone number of the person, firm, association or corporation that the transient merchant represents or is employed by, or whose merchandise is being sold;

(4) Temporary address and telephone number from which business will be conducted, if any;

(5) Nature of business to be conducted and a brief description of the merchandise, and any services offered;

(6) Proposed methods of delivery of merchandise, if applicable;

(7) Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;

(8) Most recent cities, villages, towns, not to exceed three, where applicant conducted his/her business;

- (9) Place where applicant can be contacted for at least seven days after leaving this city;
- (10) Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five years, and the nature of the offense and the place of conviction.

(b) Required Documents. Applicants for a transient merchant or door-to-door solicitor license shall present to the clerk for examination:

- (1) A driver's license or some other proof of identify as may be reasonably required;
- (2) A state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;
- (3) A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application license is made.

(c) Fee. At the time the transient merchant or door-to-door solicitor application is returned, a fee shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule, to cover the cost of processing said application. If said application is approved, the application fees will be charged as provided for in the City of Ashland Comprehensive Fee Schedule for each day that business is carried on in the City of Ashland. The Clerk shall issue an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each solicitor. The card shall also contain the dates and purpose of the solicitation.

(d) Agent for service of process. The applicant shall sign a statement appointing the clerk his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally.

889.05. Mobile Concession Street Vendors Applications. A Mobile Concession Street Vendor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk and acted upon by the Common Council. The fee for a Mobile Concession Street Vendor shall be charged in accordance with Chapter 165, the City of Ashland Comprehensive Fee Schedule. The fee shall be waived for non-profit organizations.

889.06. Investigation

(a) Referral to Police. Upon receipt of each application, the clerk may refer it immediately to the Chief of Police who may make and complete an investigation of the statements made in such registration.

(b) Denial of license. The clerk shall refuse to license the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or

materially inaccurate statement; complaints of a material nature have been received against the applicant by authorities in the most recent cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or the applicant failed to comply with any applicable provision of this chapter.

889.07. Appeal. Any person refused or denied a license may appeal the denial through the Common Council.

889.08. Prohibited Practices.

(a) A transient merchant or door-to-door solicitor shall be prohibited from: calling at any dwelling or other place between the hours of 8:00 p.m. and 9:00 a.m. except by appointment; calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers," "No Solicitors" or words of similar meaning; calling at the rear door of any dwelling place; or remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.

(b) A transient merchant or door-to-door solicitor shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity, or characteristics of any merchandise offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents. A charitable organization transient merchant shall specifically disclose what portion of the sale price of the merchandise being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.

(c) No transient merchant or door-to-door solicitor shall sell or offer for sale any goods, wares, merchandise or produce of any kind from a stand or vehicle while the same is placed or parked upon any public street except to make deliveries from house to house or to places of business. No signs or goods, wares, merchandise or produce of any sort shall be set, placed or displayed within any portion of the right-of-way for any City of Ashland street.

(d) No transient merchant or door-to-door solicitor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith without the prior written approval of the City of Ashland Park Board.

(e) No licensee nor any person in his behalf, shall use any sound amplifying device for the broadcasting of words upon any of the streets, alleys, parks or other public places of the City or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares, or merchandise which such licensee proposes to sell.

(f) No licensee shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.

889.09. Disclosure Requirements

(a) After the initial greeting and before any other statement is made to a prospective customer, a transient merchant or door-to-door solicitor shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of merchandise or services he/she offers to sell.

(b) If any sale of merchandise is made by a transient merchant or door-to-door solicitor, or any offer for the later delivery of merchandise is taken by the seller, the buyer shall have the right to cancel said transaction if it involves the extension of credit or is a cash transaction of more than \$25, in accordance with the procedure as set forth in sec. 423.203, Wis. Stats.; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of secs. 423.203(1)(a)(b) and (c), (2) and (3), Wis. Stats.

(c) If the transient merchant or door-to-door solicitor takes a sales order for the later delivery of merchandise, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial, or no advance payment is made, the name, address, and telephone number of the seller, the delivery or performance date, and whether a guarantee or warranty is provided and, if so, the terms thereof.

889.10. Mobile Concession Street Vendors.

(a) Mobile Concession Street Vendors shall be allowed to sell from public streets, but shall not impede the free use of streets or sidewalks by vehicles or pedestrians. All traffic and parking regulations shall be observed. If an on-duty officer of an authorized law-enforcement agency determines that a safety problem exists related to the selling activities at a specific location(s) by a Mobile Concession Street Vendor, the officer shall have the right to order the vendor to cease selling at that location(s). Mobile Concession Street Vendors shall not remain in one location, either on a city street, street right-of-way, or in a public park, for a period of longer than six (6) hours.

(b) Licensed Mobile Concession Street Vendors shall be allowed to operate only between the hours of 9:00 a.m. and 10:00 p.m. No sales shall be permitted within 300 feet of an established, operating concession stand operated by a non-profit or charitable organization, such as Little League, school groups, or other similar organizations, or other existing permanent food uses.

889.105 “Special Event Permit”. A Special Event Permit is defined as a permit to operate a mobile concession or food vendor for the entire duration of a City-sponsored event, or event organized in collaboration with the City as determined by the City.

(a) Duration. The duration of a Special Event is determined by the organizer and/or City. The holder of a Special Event Permit must cease operation on or before 10:00 p.m. on the final day of the Special Event.

(b) Fee. The fee for a Special Event Permit is \$50.00. Should the applicant choose within thirty (30) days of the Special Event to apply for a six (6)-month, nine (9)-month or twelve (12)-month mobile concession permit through the Clerk, this \$50.00 would be credited the applicant toward that permit fee.

(c) Exceptions. Any and all mobile concession vendors are subject to the Special Event Permit fee regardless of the location within the City which the Event is held, and regardless if the mobile concession vendor is a business owner or operator of the City of Ashland, except that operator is conducting business on and immediately adjacent to their property such as outside its store front or in its owned parking lot.

(d) Required Documentation. All applicants of a Special Event Permit must submit payment with the completed application supplied by the City of Ashland, along with any other documentation required by the City to be considered. Any uncompleted applications may be denied for such permit. Any right of way permits required or special accommodations needed are the responsibility of the applicant.

(e) Approval. All applications may be reviewed and approved by City staff including but not limited to: City Clerk, Public Works, Parks and Recreation, Police Department, Fire Department, and/or Planning and Development. The mobile concession vendor shall display their license in a window or other viewable location at all times.

889.11. Food Vendors in Parks. The Public Works Director and/or Parks and Recreation Director may waive the six-hour limit and authorize food vendors to sell food items intended for on-site consumption in City parks for a period of five consecutive days or less during a specified event. Said food vendors will be required to complete an application and pay a fee equal to the amount charged to transient merchants.

889.12. Exhibition of License. Licensed transient or permanent merchants soliciting in residential neighborhoods must wear their identification license card in a conspicuous place on their clothing. Transient merchants selling from a fixed location must exhibit their certificate of license in a conspicuous place at the site where they are selling. Mobile Concession Street Vendors shall display their license in a window of their vehicle.

889.13. Records. The Chief of Police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted.

889.14. Revocation of License. Licenses issued under the provisions of this ordinance may be revoked by the Common Council after notice and hearing for any of the following causes:

- (a) Fraud, misrepresentation, or incorrect statement contained in the application for license;
- (b) Fraud, misrepresentation, or incorrect statement made in the course of carrying on his/her business as a solicitor, or transient merchant;
- (c) Any violation of this ordinance;

(d) Conducting the business of solicitor, mobile concession street vendor or transient merchant, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public;

(e) Conviction of any crime or misdemeanor.

889.15. Notice of Hearings. Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

889.16. Penalty. Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this ordinance shall constitute a separate offense.

ADOPTED: 889 (1536) 3/12/2002

AMENDMENTS: 889 (1779) 3-13-2012; 889 (2016-1876) 7/12/2016; 889 (2020-1929) 3/10/2020; 889 (1536) 4-20-2021; 889 (2021-1946) 6/29/2021

SUBJECT: Approve an Ordinance to Amend Chapter 705 (1415) Water Utility Rules, Rates and Regulations, Ashland City Ordinances (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Public Works Director

EXHIBITS: 1. Proposed Ordinance

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

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

COMPLIANCE WITH ORD. 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

On March 29, 2022 and May 10, 2022, Council approved to amend Chapter 705 (1415) Water Utility Rules, Rates and Regulations after receiving direction from the Wisconsin Department of Natural Resources (WI DNR) to bring this code up to date. Staff intended to address a WI DNR requirement to have permits for private well operation renewed every five (5) years instead of six (6) years and to specify that inspection of the private well occur no less than every 10 years. Previously, the ordinance did not specify a timeframe for private well inspection.

Miscommunication amongst City staff resulted in specific language to address private well inspection requirements being inadvertently excluded from the proposed ordinance changes approved by the Council on May 10.

Staff is requesting that Council approve specific language relating to WI DNR required well inspection such that the amended ordinance fully complies with the applicable code.

Sequential Ordinance No. 2022-1964
Chapter No. 705 (1415)

ORDINANCE TO AMEND CHAPTER 705 (1415) WATER UTILITY RULES, RATES, AND REGULATIONS, ASHLAND CITY ORDINANCES,

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of May 31, 2022, for the purpose of amending Chapter 705 (1415) Water Utility Rules, Rates, and Regulations, Ashland City Ordinances.

Section I:

705.19. Mandatory Hook Up subsection (c)(2) Delay in compliance *shall be amended to read as follows:*

2. The well and pump installation shall comply with the Standards for Existing Installations described in s. NR 812.42, Wisconsin Administrative Code, or repaired to comply with current standards. Compliance shall be verified by inspection by a Wisconsin licensed well driller or pump installer and documented on inspection report form DNR #3300-221, to be submitted to the Public Works Director at the time of the first permit issue and no less than every 10 years after.

Section II:

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED: May 31, 2022

PUBLISHED: June 7, 2022

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Accept an Amendment to the Contract with Short Elliot Hendrickson (SEH) for Professional Services for the 2022 Sanitary Sewer Replacement and 2022 Sanitary Sewer Collection System Repair Projects (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director
Interim Utility Manager

EXHIBITS: 1. Memorandum April 28, 2022 - SEH - 2022 Sanitary Sewer System Collection System Repairs

EXPENDITURES REQUIRED: \$256,000.00 - Original Contract Amount
\$ 66,500.00 - Proposed Amendment #1
\$322,500.00 Total Fund 690 Wastewater Utility

AMOUNT BUDGETED: \$256,000.00 - Fund 690 Wastewater Utility

APPROPRIATION REQUIRED: \$ 66,500.00 - Fund 690 Wastewater Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 23, 2022, that Short, Elliot, Hendricksen is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk have 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 project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The 2022 Sanitary Sewer Replacement Project consists of the replacement via direct excavation of approximately 6 blocks of sanitary sewer mains and 8 manholes.

The 2022 Sanitary Sewer Collection System Repair project consists of the rehabilitation of approximately 4.6 miles (~67 blocks) of sanitary sewer mains and 55 manholes. Rehabilitation is completed using cure in place pipe (CIPP) technology.

Both projects are located in Districts 2, 3, 4, 11 and 12 which previous studies have identified as significant contributors of infiltration and inflow (I&I) within the City of Ashland's sanitary sewer collection system. In

addition, both projects will also be funded by the Wisconsin Department of Natural Resources' (WI DNR) Clean Water Loan Program (CWLP).

At the March 30, 2021 meeting, Council approved an agreement with SEH for professional services related to technical design and grant administration for the CWLP funding. The agreement included construction engineering services estimated at 1/2 time for the Sanitary Sewer Replacement Project and 1/4 time for the Sanitary Sewer Rehabilitation Project, with the remaining need for construction support and oversight provided by City staff.

Staff turnover in the Public Works Department, namely the departure of the previous Utility Manager Chanz Green, has resulted in a shortage of City staff familiar with the practices and procedures associated with construction projects. The Public Works Director is requesting Council approval of an amendment to the existing contract agreement with SEH in order to provide full time construction engineering services to allow these projects to continue as scheduled.

SEH staff has familiarity with the project design and experience in overseeing contractors completing similar work. An estimated cost savings of approximately \$10,000 in delivering the scope of the existing agreement is being used to offset the cost of the additional services for construction engineering.

The scope of the construction engineering services provided by SEH will include surveying for construction layout/staking, contract administration, as-built record drawings and the provision of a full time (12 hours per day, 5 days per week for 9 weeks) representative responsible for construction observation and oversight throughout project construction.

The Public Works Department recommends accepting the amendment to the existing agreement with SEH for construction engineering services at a cost of \$66,500.



Building a Better World
for All of Us®

MEMORANDUM

TO: John Butler, PE, Director of Public Works
City of Ashland

FROM: Bryan Cunningham, PE (WI), Project Manager

DATE: April 28, 2022

RE: 2022 Sanitary Sewer System Collection System Repairs- Districts 2, 3, 4, 11 & 12
Amendment No. 1
SEH No. ASHLA 160411 14.00

Please consider this memo an amendment to our Letter Agreement (LA) dated March 30, 2021.

Additional services have been requested for full-time Resident Project Representative (RPR) inspection services for the two projects covered under this Letter Agreement, both the CIPP Repair and Open Cut Replacement projects. The original agreement included part-time RPR services with the initially proposed hours as listed below:

- CIPP Repair project – Originally estimated 50% on-site RPR totaling 225 hours
- Open Cut Replacement project – Originally estimated 25% on-site RPR totaling 125 hours
- Total overall original contract RPR hours of 350 hours, with corresponding mileage and expenses

This amendment proposes to increase RPR hours to allow for full-time (100%) coverage on both projects, along with the associated increase in mileage and expenses. Now that the projects are bid and initial schedule discussions have taken place with the awarded contractors, we have also fine-tuned our estimate of overall duration for both projects. We are therefore estimating the corresponding overall increase in RPR hours as listed below:

- CIPP Repair project – Increase of 225 RPR hours, for a total on-site RPR time of 450 hours
- Open Cut Replacement project – Increase of 325 hours, for a total on-site RPR time of 450 hours
- Total overall increase in RPR hours of 550 hours, with corresponding mileage and expenses

Most of the additional hours are proposed with SEH staff. SEH will also sub-consult with Todd Gibbon, PE, CFM, from Long Island Engineering LLC, to provide services for RPR when he is available. The proposed rate for this service is \$144/hour, along with the corresponding decrease in mileage and expenses because of his close proximity to the project locations. A mix of hours for SEH and Todd Gibbon were used to estimate the additional costs.

The current project budget is estimated to have a surplus of approximately \$10,000 is engineering fee from what was originally designated for design related services. SEH proposes to transfer this remaining design budget to the construction budget category for use as part of these additional RPR hours.

The estimated increase based on the hours and expenses listed above is \$76,500. Less the \$10,000 surplus Design fee available for the project, this proposed amendment totals \$66,500.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 326 South Main Street, Suite 100, Rice Lake, WI 54868-2238
SEH is 100% employee-owned | sehinc.com | 715.236.4000 | 800.903.6970

The original overall project agreement totaled \$256,000, including design, construction, flow monitoring, and Clean Water Fund application and administration. Please consider this amendment to be an increase of **\$66,500** to our professional fee, for a total new contract fee of \$322,500.

If you have any questions, please do not hesitate to contact me at 715.861.4987.

If you find this Letter Agreement Amendment No. 1 acceptable, please sign and date below indicating your acceptance. Thank you.

Authorized Signature and Date

SUBJECT: Approve Final Payment to Nasi Construction, LLC for the New Police Facility at 414 11th Avenue West, Ashland (*Administration*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Finance Director

EXHIBITS:

1. Final Payment Request - May 16, 2022
2. Police Station Construction Phase
3. Total Police Station Project - Design through Construction

EXPENDITURES REQUIRED: \$41,677.44 - Contract balance of \$6,480.87 plus retainage \$35,196.57

AMOUNT BUDGETED: \$41,677.44 - Fund 450 Building Capital Projects

**APPROPRIATION
REQUIRED:** \$-0-

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with in regards to Nasi Construction, LLC.

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The construction contract for the new police station was awarded to Nasi Construction, LLC on March 10, 2020 for the amount of \$4,232,424. Construction commenced on May 4, 2020. The police department started operating out of the new station around November 22, 2021. Final construction items were completed in the spring of 2022.

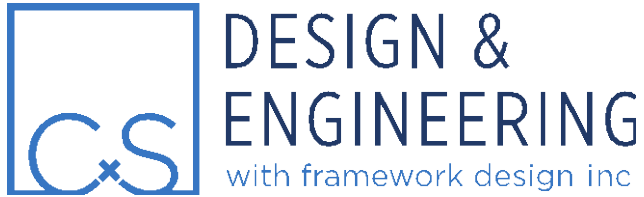
The final contract amount is as follows:

Original contract amount	\$ 4,232,424.00
Directive #1 - add cost for a filtered system hood for hazardous chemicals	10,058.48
Change order #1 - Hauling soil out and hauling sand in to reach design elevation	14,700.00
Change order #5 - Electrical circuits, HVAC ECH-1, roof hatch and ladder	10,965.00
Change order #6 - Roof parapet blocking, soffit underlayment, vandal resistant bathroom accessories, add plumbing access doors	11,645.24

Change order #7 - New storm sewer at 10th Ave West-Council approved 4/20/2021	139,476.70
Change order #8 - Parking lot grading revisions, refabricate railings, foundation angle iron and blocks, ceiling changes, additional electrical	22,913.64
Change order #10 - Add antenna radio foundation	15,642.47
Change order #16 - Add multi room law enforcement audio/video system	36,366.41
Balance of changes orders - #2,3,4,9,11-15,17:	
Excavate and import clay 285 cu yards	5,415.00
Additional window trim and window cost	9,996.19
Remove garage ceiling painting	(5,500.00)
Various miscellaneous items	<u>14,758.49</u>
Final Contract Total	<u>\$ 4,518,861.62</u>

Total funding sources for the station were \$5,295,364. Total expenditures for the station from design through construction are \$5,158,069. The station is under budget by \$137,295. See the attached exhibit for more details.

City staff is awaiting various project closing documents, such as substantial completion notice, surety consent to final payment, final lien waivers, etc. City staff is recommending final payment be approved by Council so the payment can be issued to Nasi Construction, LLC when all project closing documents are received.



2023 6th Street West, Ashland, WI 54806

Phone: (715) 682-0330

www.csdesignengineering.com

May 16, 2022

Brant Kucera, City Administrator
City of Ashland
601 Main Street West
Ashland, WI 54806

RE: Payment Request No. 17 - FINAL

Dear Brant:

Enclosed please find the Application and Certificate for Payment No. 17 (AIA Document G702) from Nasi Construction, LLC in the amount of \$41,677.44.

After our recent inspection of the site, I have approved the requested payment amount of **\$41,677.44**. Please remit payment (**payable to Nasi Construction, LLC**) to our office as soon as possible and a lien waiver will be prepared. A representative of Nasi Construction, LLC will sign the lien waiver upon receipt of the payment.

If you should have any questions, please do not hesitate to contact me at (715) 685-1063.

Sincerely,

A handwritten signature in black ink that reads 'Brianna Werhanowicz'.

Brianna Werhanowicz, Associate Principal
C&S Design & Engineering, Inc.

Cc: Wayne Nasi, Nasi Construction, LLC (email)
Mark Zarzyski, Nasi Construction, LLC (email)
Ed Hellier, Nasi Construction, LLC (email)
Ron Bluemel, Hoeft Builders, Inc. (email)



AIA®

Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	City of Ashland 601 W. Main Street Ashland, WI 54806	PROJECT:	Ashland Police Station 414 11th Ave West Ashland, WI	APPLICATION NO: 017	Distribution to:
FROM	Nasi Construction LLC	VIA	C & S DESIGN & ENGINEERING,	PERIOD TO: April 29, 2022	OWNER: ☒
CONTRACTOR:	700 Granite Street PO box 244 Hurley WI 54534	ARCHITECT:	INC. 2023 6th Street West Ashland, Wisconsin 54806	CONTRACT FOR: Ashland Police Station	ARCHITECT: ☒
				CONTRACT DATE: April 03, 2020	CONTRACTOR: ☒
				PROJECT NOS: 17-3145 / /	FIELD: ☐
					OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$4,232,424.00
2. NET CHANGE BY CHANGE ORDERS	\$286,437.62
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$4,518,861.62
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$4,518,861.62
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$4,518,861.62
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$4,477,184.18
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$41,677.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$290,675.65	\$5,718.90
Total approved this Month	\$1,480.87	\$0.00
TOTALS	\$292,156.52	\$5,718.90
NET CHANGES by Change Order		\$286,437.62

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of:

County of:

Subscribed and sworn to before
me this 26 day of 4-2022

Notary Public:

My Commission expires:

Date:

KATHY JO LEVRA
NOTARY PUBLIC
STATE OF WISCONSIN

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$41,677.44

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

017

APPLICATION DATE:

April 29, 2022

PERIOD TO:

April 29, 2022

ARCHITECT'S PROJECT NO:

17-3145

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
1	Gen. Requirements	596,910.71	596,910.71	0.00	0.00	596,910.71	100.00%	0.00	0.00
2	Existing Conditions	11,798.81	11,798.81	0.00	0.00	11,798.81	100.00%	0.00	0.00
3	Concrete	220,885.90	220,885.90	0.00	0.00	220,885.90	100.00%	0.00	0.00
4	Masonry	489,970.20	489,970.20	0.00	0.00	489,970.20	100.00%	0.00	0.00
5	Metals	264,345.44	264,345.44	0.00	0.00	264,345.44	100.00%	0.00	0.00
6	Wood, Plastics & Composites	14,100.63	14,100.63	0.00	0.00	14,100.63	100.00%	0.00	0.00
7	Thermal and Moisture Protection	507,507.00	507,507.00	0.00	0.00	507,507.00	100.00%	0.00	0.00
8	Openings	291,529.47	291,529.47	0.00	0.00	291,529.47	100.00%	0.00	0.00
9	Finishes	292,721.66	292,721.66	0.00	0.00	292,721.66	100.00%	0.00	0.00
10	Specialties	79,300.97	79,300.97	0.00	0.00	79,300.97	100.00%	0.00	0.00
11	Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12	Furnishings	103,635.91	103,635.91	0.00	0.00	103,635.91	100.00%	0.00	0.00
13	Special Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
14	Plumbing	103,000.00	103,000.00	0.00	0.00	103,000.00	100.00%	0.00	0.00
15	HVAC	468,500.00	468,500.00	0.00	0.00	468,500.00	100.00%	0.00	0.00
16	Electrical	347,400.00	347,400.00	0.00	0.00	347,400.00	100.00%	0.00	0.00
17	Communications	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
18	Electronic Safety and Security	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
19	Earthwork	274,117.00	274,117.00	0.00	0.00	274,117.00	100.00%	0.00	0.00
20	Exterior Improvements	156,700.30	156,700.30	0.00	0.00	156,700.30	100.00%	0.00	0.00
21	Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
22	CO #001 APPROVED	14,700.00	14,700.00	0.00	0.00	14,700.00	100.00%	0.00	0.00
23	CO #002 APPROVED	-218.90	-218.90	0.00	0.00	-218.90	100.00%	0.00	0.00
23	CO #003 APPROVED	7,932.90	7,932.90	0.00	0.00	7,932.90	100.00%	0.00	0.00

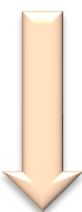
AIA Document G703® – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G703," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:49:53 ET on 04/26/2022 under Order No.2114292593 which expires on 03/09/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADABA)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
24	CHANGE DIRECTIVE#001 APPROVED	10,058.48	10,058.48	0.00	0.00	10,058.48	100.00%	0.00	0.00
25	CO #004 APPROVED	2,310.80	2,310.80	0.00	0.00	2,310.80	100.00%	0.00	0.00
26	CO #005 APPROVED	10,965.00	10,965.00	0.00	0.00	10,965.00	100.00%	0.00	0.00
27	CO #006 APPROVED	11,645.24	11,645.24	0.00	0.00	11,645.24	100.00%	0.00	0.00
28	CO#007 APPROVED	139,476.70	139,476.70	0.00	0.00	139,476.70	100.00%	0.00	0.00
29	CO #008 APPROVED	22,913.64	22,913.64	0.00	0.00	22,913.64	100.00%	0.00	0.00
30	CO #009 APPROVED	6,895.79	6,895.79	0.00	0.00	6,895.79	100.00%	0.00	0.00
31	CO #010 APPROVED	15,642.47	15,642.47	0.00	0.00	15,642.47	100.00%	0.00	0.00
32	CO #011 APPROVED	1,785.00	1,785.00	0.00	0.00	1,785.00	100.00%	0.00	0.00
33	CO #012 APPROVED	-5,500.00	-5,500.00	0.00	0.00	-5,500.00	100.00%	0.00	0.00
34	CO #013 APPROVED	4,240.50	4,240.50	0.00	0.00	4,240.50	100.00%	0.00	0.00
35	CO #014 APPROVED	3,100.40	3,100.40	0.00	0.00	3,100.40	100.00%	0.00	0.00
36	CO #15 APPROVED	2,642.32	2,642.32	0.00	0.00	2,642.32	100.00%	0.00	0.00
37	CO #16 APPROVED	36,366.41	36,366.41	0.00	0.00	36,366.41	100.00%	0.00	0.00
38	Cost deducted from line 15 HVAC above for remaining fan installation	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
39	Cost deducted from line 16 Electrical above for remaining light fixture installation	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00%	0.00	0.00
40	CO#17 awaiting approval	1,480.87	0.00	1,480.87	0.00	1,480.87	100.00%	0.00	0.00
	GRAND TOTAL	\$4,518,861.62	\$4,512,380.75	\$6,480.87	\$0.00	\$4,518,861.62	100.00%	\$0.00	\$0.00

POLICE STATION CONSTRUCTION PHASE		COUNCIL	
BUDGETS AND ACTUAL	ACTUAL FINAL 5/31/2022	Budget Update 4/15/2021	Budget Approved 3/10/2020
SOURCES OF FUNDING			
2015B General Obligation Note-net of issue costs	\$ -	\$ -	\$ -
2017B General Obligation Note-net of issue costs	90,630	88,250	77,108
2020 General Obligation Notes	4,610,000	4,610,000	4,610,000
2020 Note Issuance Costs	(110,000)	(110,000)	(110,000)
Interest Income	1,393	600	600
WI PSC - Solar Grant/Focus on Energy & Xcel Grants	88,965	73,209	105,130
USDA-RD grant (status was unknown as of 3/10/2020)	230,000	230,000	-
Sale of CBE building and rental income	42,503	53,500	53,500
Contingency - CP 450 - Fund Balance	100,000	100,000	100,000
TOTAL SOURCES	\$ 5,053,491	\$ 5,045,559	\$ 4,836,338
COSTS			
Administration			
Printing , Advertising, Postage, Utilities, Insurance	\$ 4,736	\$ 2,000	\$ 2,000
Moving furniture and equipment from City hall	-	2,000	2,000
Various equipment (shelving, tables, chairs, appliances)	22,946	10,000	10,000
Building permit	3,673	3,673	5,000
ADMINISTRATION TOTAL	\$ 31,355	\$ 17,673	\$ 19,000
Architect			
Pre-Design	\$ -	\$ -	\$ -
Design and Construction Documents	3,532	17,433	-
Construction Contract Bidding Process	-	-	-
Construction Admin \$54,549 SW Inlet \$21,000	75,549	73,800	39,995
Reimb Fees - Plumbing/Electrical/Fire protection	2,114	-	-
DNR post-closure reporting	13,200		
ARCHITECT TOTAL	\$ 94,395	\$ 91,233	\$ 39,995
Construction Management			
Construction Manager	\$ 131,330	\$ 130,000	\$ 200,000
CM reimbursables	25,417	6,000	3,000
CONSTRUCTION MNG TOTAL	\$ 156,747	\$ 136,000	\$ 203,000
Construction			
Construction Contract (includes material hauling)	\$ 4,518,862	\$ 4,459,028	\$ 4,232,424
Radio tower supplies and equipment installation	4,745		
Sewer service line \$800/Phone cable relocation \$10,792	11,592	19,792	9,000
Materials/Soil Testing & hauling contingency	-	15,000	15,000
Solar Panels	98,500	98,500	126,250
CONSTRUCTION TOTAL	\$ 4,633,699	\$ 4,592,320	\$ 4,382,674
TOTAL COSTS	\$ 4,916,196	\$ 4,837,226	\$ 4,644,669
SOURCES OF FUNDING OVER COSTS	\$ 137,295	\$ 208,333	\$ 191,669

TOTAL POLICE STATION PROJECT - FINAL 5/31/2022		3/10/2020	Estimated
DESIGN THROUGH CONSTRUCTION	ACTUAL FINAL PROJECT	Total Estimate Design through Construction	to Actual Over (Under)
SOURCES OF FUNDING			
2015B General Obligation Note-net of issue costs	\$ 96,915	\$ 96,915	
2017B General Obligation Note-net of issue costs	235,000	235,644	
2020 General Obligation Notes	4,610,000	4,610,000	
2020 Note Issuance Costs	(110,000)	(110,000)	
Interest Income	1,507	600	
WI PSC - Solar Grant/Focus on Energy & Xcel Grants	88,965	105,130	
USDA-RD grant (status was unknown as of 3/10/2020)	230,000	-	
Sale of CBE building and rental income	42,977	53,500	
Contingency - CP 450 - Fund Balance	100,000	100,000	
TOTAL SOURCES	\$ 5,295,364	\$ 5,091,789	\$ 203,575
COSTS			
Administration			
Builders Risk Insurance/Postage/utilities/misc	\$ 4,736	\$ 2,000	
Moving furniture and equipment from City hall	-	2,000	
Various equipment (shelving, tables, chairs, appliances)	22,946	10,000	
Building permit	3,673	5,000	
ADMINISTRATION TOTAL	\$ 31,355	\$ 19,000	\$ 12,355
Architect			
Pre-Design	\$ 16,000	\$ 16,000	
Design \$138,600 / Construction Documents & Bidding \$78,241	216,841	226,642	
Construction Administration	54,548	39,995	
Stormwater Inlet & DNR Post-Closure	34,200		
Reimb Fees - Geotechnical/plmb/electric/fire protection/surveying	11,525	3,256	
Reimb - Plan review/travel/advert/electrical update	3,154	9,553	
ARCHITECT TOTAL	\$ 336,268	\$ 295,446	\$ 40,822
Construction Management			
Construction Manager	\$ 131,330	\$ 200,000	
CM reimbursables	25,417	3,000	
CONSTRUCTION MNG TOTAL	\$ 156,747	\$ 203,000	\$ (46,253)
Construction			
Construction Contract (includes material hauling)	\$ 4,518,862	\$ 4,232,424	
Radio tower supplies and equipment installation	4,745		
Sewer service line \$800/Phone cable relocation \$10,792	11,592	9,000	
Materials/Soil Testing & hauling contingency	-	15,000	
Solar Panels	98,500	126,250	
CONSTRUCTION TOTAL	\$ 4,633,699	\$ 4,382,674	\$ 251,025
TOTAL COSTS	\$ 5,158,069	\$ 4,900,120	\$ 257,949
SOURCES OF FUNDING OVER COSTS	\$ 137,295	\$ 191,669	\$ (54,374)

SUBJECT: Approve to Waive Nepotism Policy for Public Works and Fire Department (Administration) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Administration

EXHIBITS:

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 current nepotism policy allows the Common Council to grant special approval for a department to hire a member of the immediate family of a current employee.

2.09. Employment of Relatives

The City does not permit any members of the immediate family of any employee to be hired or to work under the supervision of, or in the same department as, the employee, unless special approval for this hire has been obtained from the Common Council, prior to the employment of the family member. Immediate family for the purposes of this rule shall mean spouses, parents, children, or siblings, including step relationships and in-laws.

The Public Works Department is asking for a waiver of the City Employee Handbook Section 2.09 Employment of Relatives to allow Isaac Hasskamp, son of Joseph Hasskamp, Public Works/Facilities Maintenance Operator I to work in the Department as a grounds maintenance limited term employee. Joseph Hasskamp will not be in a supervisory capacity of his son, Isaac, and the Public Works Department has not received enough qualified applicants to fill all available limited-term grounds maintenance positions.

The Fire Department is also asking for a waiver of the City of Ashland Handbook Section 2.09 Employment of Relatives to allow Ryanne Alajoki, daughter of Captain Kevin Alajoki, to work in the department as a Transfer EMT. Ryanne is currently a Cadet with the Ashland Fire Department and has completed entry level firefighter classes and will graduate from EMT class in early June. Ryanne could be used for non-emergency interfacility transfers and standby events this summer and fall. Captain Alajoki may be in a supervisory position on occasion as interfacility transfers from hospital to hospital are rarely scheduled more than an hour in advance.

The Ashland Fire Department will have two retirements this summer. In order to maintain service levels, Transfer EMTs are being added to help meet the demand for interfacility transfers and standby services at local events until the full-time positions are filled this fall.

Captain Alajoki is planning on retiring on May 12, 2023. Ryanne Alajoki will be attending Northwoods Technical College (formerly WITC) this fall and will be taking the paramedic program. Working as a transfer EMT will allow Ryanne to gain valuable experience and will help the Ashland Fire Department meet needs for service.

Administration recommends approval for the waiver on the City Handbook Employment of Relatives to hire Isaac Hasskamp and Ryanne Alajoki.

SUBJECT: Approve Agreements with Xcel Energy and Zeta, LLC for the Installation and Maintenance of an Electric Vehicle (EV) Charging Station (*Administrator*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Attorney

EXHIBITS:

1. Xcel Energy Electric Vehicle Advanced Pay Contribution Agreement
2. Charging Station Agreement
3. Map view of charger location and distribution extension

EXPENDITURES REQUIRED: \$38,773.31

AMOUNT BUDGETED: \$30,000

APPROPRIATION REQUIRED: \$8,773.31 from Fund 100 Balance

TREASURER'S CERTIFICATE: Due to the Treasurer's current absence, compliance with Xcel Energy and Zeta, LLC will be verified before entering into agreements.

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 City budgeted \$30,000 in its 2022 Annual Budget for the installation of an electronic vehicle (EV) charging station in the City-owned parking lot across from the City Hall building. The actual cost for Xcel Energy to do the installation is \$38,773.31 which leaves an \$8,773.31 shortfall. I am proposing that the necessary funds are taken from our General Fund unrestricted fund balance.

After Xcel Energy completes the electrical work, Zeta, LLC will contract with them to install the EV Charging Station. Once installed, Zeta, LLC will be responsible for the maintenance and any utility charges associated with the unit. Zeta LLC will then keep any revenue from the use of the charging station. Although the City could have taken a percentage of usage charges, we decided not to in order to ensure lower costs for the end user.

Additionally, the main goal of the charging station is to provide a convenient location that allows users to visit

the downtown while their vehicle charges. The charging station that will be installed has ports for four vehicles to charge simultaneously.



Electric Vehicle Advanced Pay Contribution Agreement

Wisconsin

Please Bill		Service Address	
Customer Name	CITY OF ASHLAND	Install Date	
Mailing Address	601 MAIN ST W	Project Name	MAIN ST EV PROJECT
Mailing Address	ASHLAND, WI 54806-1537	Street Address	601Z MAIN ST W
Mailing Address		City, St Zip	ASHLAND, WI 54806-1537
Email Address	N/A	County	ASHLAND
Phone Number	715-682-7041	Nearest Valid Address	
Cell Phone #			
Paid by: If different		Type of Work	WI Elec Advance - C&I
Designer	Chadwick Erickson	Branch Code	ASHLAND
Office Number	715-236-5716	Division Code	AS

Advances - CIAC Refundable						
Service Type	Service Notification	Bus Unit	Object Acct	Sub Ledger	Charge Code	Amount
Electric	12978044	11	438110	0011	8478	\$38,773.31

Design #	Proposed Install Date	In Service Date	Xcel Energy EV Make Ready Investment
1066802			

Baseline Demand (kW)	Est. Incremental Demand (kW)

AGREEMENT ("Contribution Agreement"), made this date, April 14, 2022 (the "Effective Date") by and between Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy Inc., hereafter referred to as the "Company", and CITY OF ASHLAND, hereinafter referred to as the "Customer".

This Contribution Agreement incorporates the TERMS AND CONDITIONS - ELECTRIC EV which are attached ("Terms and Conditions"). Any capitalized terms used but not otherwise defined shall have the meaning provided in attached Terms and Conditions or the Commercial Electric Vehicle Service Program Tariff. This Agreement is effective upon the Effective Date and shall continue for a period of ten (10) years from the In Service Date (the "Term"). The "In Service Date" means the date that the EV Supply Infrastructure has been completed and the Charging Equipment at the Customer Location has been installed, connected, tested and ready to use by Customer. Following the installation and testing of the Charging Equipment at the Customer Location the Parties will mutually agree and document the In-Service Date.

1. ELECTRIC DISTRIBUTION FACILITIES EXTENSION. The Company agrees to install facilities and furnish electric service in the form of 120/240V single phase available for an estimated electric capacity kW demand of 40kW.

Add'l description: 120/240V single phase KW Demand of 40 kW

Xcel Energy will install a 45' pole, 150' of directional bored primary #1 single phase underground placed in 2" conduit to a 50 KVA pad transformer.

ELECTRIC VEHICLE SUPPLY INFRASTRUCTURE: The Company agrees to install facilities and furnish electric service in the form of Electric Vehicle (EV) Supply Infrastructure ("EV Supply Infrastructure") at the Customer Location and is responsible for the operations and maintenance of the EV Supply Infrastructure in accordance with the terms and conditions of this Contribution Agreement.

Add'l description: MJ electric will supply, install, and maintain a 400 amp self contained meter socket. Their portion of make ready supply infrastructure costs came to \$36,500.00.

OPTIONAL ELECTRIC VEHICLE CHARGING EQUIPMENT: If indicated below, the Company agrees to procure and install facilities and furnish electric service in the form of Charging Equipment at the Customer Location ("Optional Charging Equipment") and is responsible for the operations and maintenance of the Optional Charging Equipment in accordance with the terms and conditions of this Contribution Agreement.

Add'l description: The customer will acquire and maintain their own charging equipment.

Said service shall be provided in accordance with the Company's rates, rules and regulations currently on file with the appropriate jurisdictional utilities commission, as hereafter supplemented, amended or modified.

2. SPECIAL PROVISIONS:

Xcel Energy billed for the pole, primary underground #1 wire, conduit, boring, and MJ electrics costs of \$36,500. There were no cost associated with the pad transformer.

3. CUSTOMER INFORMATION: Customer will provide the Company with accurate and complete information regarding the EV Supply Infrastructure Project in order to permit the Company to successfully install and complete the EV Supply Infrastructure and Optional Charging Equipment, as applicable, for the EV Supply Infrastructure Project. Customer consents to and permits the Company and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, and subcontractors, who provided services in connection with installing and maintaining the EV Supply Infrastructure and Optional Charging Equipment, as applicable, to have access, collect, and share data from the Charging Equipment with respect to charging activity, vehicle usage, and technical performance (the "Data") during the Term of this Agreement. In addition to the Data, Customer agrees to provide to the Company any information relating to the Charging Equipment and its usage that the Company may reasonably request, including on an annual or monthly basis.

The Company shall not be prohibited or restricted from disclosure or use of any Data, information, or documents it receives from Customer, nor is the Company prohibited or restricted from disclosing documents or information Customer provides pursuant to this Agreement in connection with any legal or regulatory proceeding.

4. ESTIMATED CONTRIBUTIONS. The Customer agrees to pay the Company, as a contribution toward the cost of the electric extension and the EV Supply Infrastructure, the estimated amount listed above. This amount represents an estimate of that portion of the total cost of the extension and EV Supply Infrastructure in which the Company may charge to the Customer. The Customer, upon signing this agreement, accepts the terms and conditions attached.

5. RECALCULATION OF CONTRIBUTION. Upon completion of an extension and EV Supply Infrastructure, the Company may recalculate the amount of the Customer's contribution based upon the cost of the extension and EV Supply Infrastructure as built using the same formula as was used to determine the estimated Customer contribution. Recalculation shall occur in the event of a design change and may include but is not limited to cost associated with adverse soil conditions, winter construction and rocky soil. If the Customer contribution after recalculation exceeds the estimated Customer contribution by \$50.00 or more, the Customer shall pay the Company the difference, and/or, if the estimated Customer contribution exceeds the Customer contribution after recalculation by \$50.00 or more, the Company will refund the difference to the Customer.

6. CUSTOMER RESPONSIBILITY. After installation of both the Charging Equipment and EV Supply Infrastructure is completed, Customer will operate and maintain any Charging Equipment procured and installed by Customer at the Customer Location for the Term of this Contribution Agreement, and guarantees the safe and reliable operation of the Charging Equipment installed by Customer in accordance with applicable laws, rules and regulations. During the Term, Customer grants the Company, and its officers, agents, representatives, employees, and contractors a right of ingress, egress, and physical disturbance to the Customer Location on a seven (7) day, twenty-four (24) hour per day basis as required to construct, install, maintain, operate, repair, and remove EV Supply Infrastructure and Optional Charging Equipment, as applicable, in accordance with the provisions of this Contribution Agreement. The general manner of such ingress and egress is subject to coordination with Customer. Customer will promptly notify the Company in the event Customer becomes aware that the Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.

7. COMPANY RESPONSIBILITY. The Company and/or qualified and competent contractors hired by the Company will prepare construction drawings ("Construction Drawings") for the EV Supply Infrastructure and Optional Charging Equipment, as applicable, at location(s) within the Customer Location determined by Customer in coordination with the Company. Prior to the Company commencing construction of the EV Supply Infrastructure, Customer must approve the Construction Drawings including proposed EV Supply Infrastructure and Optional Charging Equipment location. Once approved, the Construction Drawings may be modified only with the mutual consent of both Parties. The Company will prepare and coordinate the schedule to install EV Supply Infrastructure and Optional Charging Equipment ("Installation Schedule") with designated Customer staff as to minimize disruption to Customer's operations. The Company will also meet regularly with Customer staff to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment status. Prior to the Company commencing construction of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, Customer must approve the Installation Schedule. Once approved, the Installation Schedule may be modified only with the mutual consent of both Parties.

Except as set forth in this Contribution Agreement, the Company shall own, operate and maintain at its own expense the EV Supply Infrastructure and Optional Charging Equipment, as applicable, at the Customer Location for the Term of this Contribution Agreement, unless terminated earlier as provided herein. The Company may engage one or more third-party contractors to complete its obligations under this Contribution Agreement. The Company shall not knowingly award contracts to contractors who have been or are suspended or debarred by the State of Wisconsin or the United States. The Company shall be responsible for supervising any third-party contractor it chooses to retain. The Company will promptly notify Customer in the event the Company becomes aware that the EV Supply Infrastructure or Optional Charging Equipment fails to operate or otherwise requires repair.

After installation of, and while the Company owns the EV Supply Infrastructure and Optional Charging Equipment, as applicable, the Company shall conduct emergency repairs on the EV Supply Infrastructure and Optional Charging Equipment on an as needed basis. Requests for emergency repairs may be made by Customer or the Company, and all emergency repairs shall be completed by qualified technicians selected by the Company. Emergency repair service calls shall begin with inspection of malfunctioning EV Supply Infrastructure or Optional Charging Equipment, a diagnosis of the potential issue, and an expected time required for repair. The Company shall use commercially reasonable efforts to repair the EV Supply Infrastructure or Optional Charging Equipment, as applicable, in a timely manner.

8. OWNERSHIP OF FACILITIES. The Company, at all times, shall own the facilities installed pursuant to this Contribution Agreement, notwithstanding any contribution or payment made by the Customer. The Company will retain title and ownership of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, once installation and commissioning are completed. Customer shall acquire no right, title, or interest in any portion of the work performed by the Company or the Company's equipment, EV Supply Infrastructure, Optional Charging Equipment, or facilities unless transferred to Customer. The work constructed and installed by the Company shall be and remain the personal property of the Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any third party for the Term, and Customer shall not allow lien claims, third party interest or any encumbrances to be placed on the work, the EV Supply Infrastructure, and/or the Optional Charging Equipment. The Company shall not permit any mechanics' or other liens to be placed on Customer property during the Term caused by or resulting from any work performed, material, or supplies furnished by or at the request of the Company or its contractors.

9. PROPERTY OF THE COMPANY. All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by the Company or its affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Contribution Agreement are instruments of service in respect of the Contribution Agreement, and the Company shall retain all ownership and property interest therein. Customer may make and retain copies for information and reference in connection with the EV Supply Infrastructure Project; provided, however, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the EV Supply Infrastructure Project or on any other project or any other purpose other than as expressly set forth in this Contribution Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of the Company, which consent shall not be unreasonably withheld.

10. ASSIGNMENT. The Customer shall not assign this Contribution Agreement without written consent of Company. When assignment of this agreement occurs, such assignment will transfer financial liabilities documented within this contract to new assigned party. Company's consent will be conditioned upon the proposed assignee meeting the requirements of any applicable tariff provisions, and expressly assuming remaining liabilities of Customer hereunder, together with such other requirements as may be set forth by Company.

11. NOTICE. Any notice required or permitted by this Agreement shall be deemed given (1) when delivered by hand or email with receipt confirmed, (2) on the next business day after being sent by a reputable overnight courier service for next business day delivery, or (3) on the third business day after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows. Notices to Customer shall be sent to the mailing or email address set forth above unless another address is specified. Notices to the Company shall be sent to Xcel Energy Services Inc., Attn: General Counsel, 401 Nicollet Mall, Minneapolis, MN 55401, with an electronic copy to ElectricVehiclesWI@xcelenergy.com. Either Party may change its address for notice purposes by giving the other Party prior written notice of the new address and the date upon which the change will be effective.

12. COMPLETE AGREEMENT. This Contribution Agreement, which includes the attached Terms and Conditions, constitutes the complete and exclusive understanding of the parties concerning its subject matter. This Contribution Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contribution Agreement to be duly executed, and the same shall be binding upon the respective parties, and each of their successors and assigns.

Customer: ASHLAND, WI 54806-1537

Xcel Energy:

Authorized Signature 

Customer/ Representative Signature & Date

Title (if representative):

Print Name

Xcel Energy Designer Signature & Date

William P Crider  Digitally signed by William P
Crider
Date: 2022.04.15 12:21:45 -05'00'

Xcel Energy Management Signature & Date

1. **SERVICE CONNECTIONS:** The Company shall connect its service lines to the service wires of Customer at a point, the location of which shall be designated by the Company. The Customer shall grant to the Company right-of-way on his premises for the installation and maintenance of the necessary distribution lines service connections, and appurtenances, and shall without expense to the Company, provide and maintain on the premise, at locations satisfactory to the Company, proper space for the Company's transformers, metering equipment and appurtenances.

Where underground service and distribution facilities are to be installed, the Company may or may not require an easement. If, in the Company's sole judgment, the company needs an easement over the Customer's property in order to furnish service to the Customer, the Customer shall provide the Company with an easement at no expense to the Company. If, in the Company's sole judgment, the Customer needs an easement or easements over property not owned by the Customer in order to furnish service to the Customer, the Customer shall obtain the easement(s) at no expense to the Company. The installation area or "strip" shall be cleared of trees and other obstructions, graded to a level which shall not be above or more than four (4) inches below finished grade for a minimum width of 10 feet on either side of the proposed route prior to the time installation of underground facilities is commenced and at no expense to the Company.

A minimum width 5 feet on either side of the service facilities after installation must be maintained at all time and no structure or trees shall be placed on said right of way. However, right of way may be used for gardens and other purposes which will not interfere with maintenance and replacement of electric facilities. A minimum width of 10 feet on either side of the distribution facilities after installation must be maintained at all time and no structure or trees shall be placed on said right of way. However, right of way may be used for gardens and other purposes which will not interfere with maintenance and replacement of electric facilities. If the Customer does not maintain the said right of way, the Company shall relocate the facilities at no expense to the Company as defined in the electric tariff. The Company shall be notified in advance of any proposed grade changes after installation, and all costs incurred as a result of such changes will be the responsibility of the Customer.

The Customer shall provide for the safekeeping of the Company's meters and other equipment and shall reimburse the Company for the cost of any alterations to the Company's property located on the premises unless such loss or damage is occasioned by the Company's negligence or causes beyond the control of the Customer.

2. **METERS:** The Company will furnish, install as close as is practical to the service entrance on the Customer's premises, and maintain one set of metering equipment for the EV Supply Infrastructure. Company will maintain and test its metering equipment in accordance with standard practice. In the event the Company's test shows meter error in excess of tolerance prescribed by the Public Service Commission, the Company shall recalculate the bills for service during the period of inaccuracy and make adjustments of bills in accordance with the rules prescribed by such Commission. When metering equipment fails to register, the Company will estimate the quantity of energy consumed based on available data.

3. **EV SUPPLY INFRASTRUCTURE AND CHARGING EQUIPMENT:** Customer will meet the terms of the Commercial Electric Vehicle Service Program Tariff and shall either opt to (1) have Company supply, install and maintain Optional Charging Equipment or (2) supply, install and maintain Charging Equipment itself and provide proof, acceptable to the Company in its sole determination, that Customer has purchased and has the ability, financial, technical or otherwise, to install Charging Equipment that meets the Company's technical and safety standards and that has smart-charging capabilities. If Customer opts to have Company supply and install Optional Charging Equipment, Customer must notify Company of its decision within thirty (30) Calendar Days of the Effective Date of this Contribution Agreement.

The Company agrees to install EV Supply Infrastructure Equipment and Optional Charging Equipment, as applicable. "EV Supply Infrastructure" means service panels, conduit, and wiring from the service connection to the charger stub. "EV Supply Infrastructure" does not include the line extension necessary to connect to the Company's distribution system to the service connection and does not include Charging Equipment.

"Charging Equipment" means the electric vehicle charging equipment installed at the Customer Location used to deliver electricity from the EV Supply Infrastructure to an electric vehicle. "Charging Equipment" includes the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include EV Supply Infrastructure.

After installation of, and while the Company owns the EV Supply Infrastructure and Optional Charging Equipment, as applicable, the Company may inspect the EV Supply Infrastructure and Optional Charging Equipment at the Customer Location for general wear or malfunction on a periodic basis as determined by the Company.

Customer will maintain the area surrounding the EV Supply Infrastructure and Optional Charging Equipment, as applicable, including, but not limited to, pavement maintenance, pruning of vegetation, snow removal, and the repair of security lighting. Customer may remedy minor issues with the EV Supply Infrastructure and Optional Charging Equipment, as applicable, that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.

The activities of both Parties during the Term that relate to the installation and ongoing maintenance of EV Supply Infrastructure and Charging Equipment to support EV charging at the Customer Location is referred to in this Contribution Agreement as the "EV Supply Infrastructure Project."

4. **CUSTOMER'S WIRING AND EQUIPMENT:** Except for the EV Supply Infrastructure and Optional Charging Equipment, all wiring and equipment on the Customer's side of the point of equipment, shall be furnished, installed, and maintained by the Customer.

Unless Customer opts to have the Company supply and install Optional Charging Equipment, Customer will be responsible for the procurement of all necessary Charging Equipment at the Customer Location that meet applicable requirements within thirty (30) days of this Contribution Agreement's Effective Date, and shall provide proof of such purchase to the Company. Failure to provide proof of purchase within thirty (30) days after this Contribution Agreement's Effective Date will void any of the Company's obligations relating to EV Supply Infrastructure, and the Company may terminate, in its sole discretion, this Contribution Agreement immediately upon written notice to Customer in the event of such failure.

After installation of both the Charging Equipment and EV Supply Infrastructure is completed, Customer will operate and maintain any Charging Equipment installed by Customer at the Customer Location, and guarantees the safe and reliable operation of the Charging Equipment installed by Customer in accordance with applicable laws, rules and regulations.

Any inspection of the Customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its Customers or damage to its property and for no other purpose, and shall not be construed to impose any liability upon the Company, to the Customer, or any other person by reason thereof, and the Company shall not be liable or responsible for any loss, injury, or damage which may result from the use of, or defects in, the Customer's wiring or equipment.

The Company may, however, at any time require the Customer to make such changes in Customer's equipment or use thereof, as may be necessary to eliminate any hazardous condition or any injurious effect which the operation of Customer's equipment may have on the Company's employees, equipment or service.

5. **ACCESS TO CUSTOMER'S PREMISES:** The Company representatives, when properly identified shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, tree trimming, tree removal and vegetation control, removing the Company's property or for any other purpose incident to the service.

Customer shall provide express written consent, in a form acceptable to the Company in its sole discretion, from the owner of the Customer premises where the EV Supply Infrastructure and Optional Charging equipment is or will be located ("Customer Location") to grant the Company the appropriate real property rights and continuous access to EV Supply Infrastructure and any Optional Charging Equipment installed, owned, and maintained by the Company including any necessary license agreements or easements signed by the owner of the Customer Location and approved by the Company.

Customer will assist in coordinating installation and maintenance of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, at the Customer Location with the Company and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, or subcontractors, who provide services in connection with installing and maintaining the EV Supply Infrastructure. This will include granting or obtaining any necessary rights, easements and/or licenses to allow the Company and its contractor(s) access to the Customer Location for the installation and maintenance of the EV Supply Infrastructure and Optional Charging Equipment, as applicable. Customer will also meet regularly with the Company to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment installation status.

6. **USE OF SERVICE:** Electric service may be used only for the purposes set forth in the rate schedule. Electric service is furnished for the use of the Customer only and the Customer shall not resell it to other persons other than for the purpose of charging electric vehicles.

7. **CONTINUITY OF SERVICE:** The Company will use all reasonable care to provide continuous service and if it be prevented from delivering electric energy, wholly or in part, or the Customer be prevented from receiving electric energy, wholly or in part, by any cause not reasonably within control, including but not limited to: fire, explosion, flood, strike, unavoidable accident, Federal, State or Municipal interference, the parties agree (except in the case of a practically total suspension of their respective businesses) diligently to put their respective works in condition again to supply or to receive electric energy as the case may be; the Company shall not be liable for any damage or loss resulting from such interruption or suspension nor shall the same be considered a breach of this Contribution Agreement; for interruptions due to the above-mentioned causes, the Customer shall be entitled to a reduction in the period of onemonth, provided the Customer shall have promptly given notice in writing to the Company at its office of such shutdown or interference and the cause thereof; provided, further, that voluntary shutdown of the plant or property by the Customer, or voluntary discontinuance or suspension of its business, shall be excepted from the operations of this paragraph.

In the case of total equipment failure of all or a portion of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, that is caused by Customer, any of Customer's employees, agents, or partners, or any person using the Charging Equipment and that is not covered by a manufacturer's warranty, Company may either replace the necessary equipment at Customer's cost and expense or elect to terminate the Contribution Agreement by providing written notice to Customer and, if terminated, Customer will pay Company the Early Buyout Amount described in Section 8. Customer is not relieved of its obligation to pay for any Optional Charging Equipment affected by the total equipment failure.

8. **TERMINATION:** Subject to Section 9 below, either Party may terminate this Contribution Agreement if the other Party materially breaches any of its obligations under the Agreement. If Customer terminates for the Company's material breach of the Agreement, the Company shall transfer title of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, to Customer, without any payment from Customer, and the EV Supply Infrastructure and Optional Charging Equipment will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by the Company.

In addition to any other right or obligation provided under Company tariffs, at law or in equity, if the Company terminates for Customer's material breach of the Contribution Agreement or Company terminates the Contribution Agreement because of total equipment failure caused by Customer as described in Section 7, Customer shall purchase the EV Supply Equipment and Optional Charging Equipment, if applicable, at the applicable Early Buyout Amount. When such fee is paid, the Company shall transfer title of all EV Supply Infrastructure and Optional Charging Equipment to Customer on an "as is" basis, without any warranty (express or implied). In such event Customer shall be responsible for any applicable transfer taxes.

"Early Buyout Amount" for the EV Supply Infrastructure means the undepreciated balance of the EV Supply Infrastructure Costs at the time of termination which shall be calculated as the EV Supply Infrastructure Costs applicable to the terminated Customer Location reduced to reflect a ten (10) year straight-line depreciation from the In-Service Date to the date of termination of the Contribution Agreement. In the event of termination by the Company for Customer's material breach prior to the In-Service Date, the Early Buyout Amount shall equal the EV Supply Infrastructure Costs. "EV Supply Infrastructure Costs" means the total costs and expenditures incurred by the Company to procure, design, construct and install the EV Supply Infrastructure at the Customer Location, including but not limited to costs of labor, labor loading, materials, transportation, overhead, indirect allocated costs, any allowance for funds used during construction (AFUDC) and any other capital related expenditures minus the Initial Customer Contribution set forth in this Contribution Agreement.

"Early Buyout Amount" for the Optional Charging Equipment means the undepreciated balance of the Optional Charging Equipment, as reasonably determined by the Company based on the Company's cost to purchase and install the Optional Charging Equipment. If Customer opted for Optional Charging Equipment under the Pre-Pay Option Service, the Company will transfer ownership of the Optional Charging Equipment to Customer at no cost.

The Company may also terminate this Contribution Agreement for any reason or no reason, and in such event the Company shall transfer title of the EV Supply Infrastructure and Optional Charging Equipment to Customer, without any payment from Customer and the EV Supply Infrastructure and Optional Charging Equipment will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by the Company.

Notwithstanding any provision in this Contribution Agreement, Customer's obligation to make the contribution set forth in this Agreement shall survive termination of this Agreement. Additionally, any other provisions of this Contribution Agreement which would require that they survive termination of the Contribution Agreement in whole or part in order to give them full force and effect will survive the termination of the Contribution Agreement, regardless of the date, cause or manner of the termination.

9. **MATERIAL BREACH AND OPPORTUNITY TO CURE.** Prior to termination for material breach, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice (or, if the breach is not one that can be reasonably cured within thirty (30) days, and if the breaching Party is not working diligently to cure such breach), then the Party giving the notice may terminate the Contribution Agreement at any time thereafter by giving a written notice of termination. A party terminating this Contribution Agreement for material breach does not waive its rights to any remedy at law or in equity for a material breach of this Contribution Agreement.

10. **COMPANY'S RIGHT TO DISCONTINUE :** The Company shall have the right to refuse, discontinue, or curtail the supply of electric service for any of the following reasons: For failure by the Customer to pay amounts payable when due, or to establish credit when requested: to prevent fraud or abuse; when evidence is found of diversion of electric service, or tampering with service wires, meters, or appurtenances on the Customer's premises; when necessary to make repairs, replacements, or changes in the Company's equipment, when the Company is prevented from furnishing electric service to the Customer because of lack of permits or necessary right of way privileges; when necessary to comply with any order or request of any government authority having jurisdiction; or for failure of the Customer to comply with any of the other provisions of this Contribution Agreement.

11. **CUSTOMER COOPERATION:** Customer agrees to provide the Company within 90 days after the Effective Date: (1)(a) the number of charging ports at the Customer Location, and individual port capacities; (b) if publicly available, any public funds leveraged to fund the Customer contribution required for the line extension necessary to connect the EV Supply Infrastructure with the Company's electric distribution system, install or maintain the Charging Equipment, and/or procure electric vehicles necessary for Customer to use the EV Supply Infrastructure if applicable; and (c) number of vehicles served; and (2) any other information relating to the EV Supply Infrastructure Project that the Public Service Commission of Wisconsin may require the Company to report. Customer shall provide an update to the information set forth in this Section 11 by the end of February each year during the Term.

Customer will participate in surveys initiated by the Company and provide feedback about the EV Supply Infrastructure Project. Customer will permit the Company to conduct surveys of employees or others using the Charging Equipment related to end-user satisfaction, and electric vehicles and electric vehicle charging infrastructure in general. The Company may freely use such feedback without restriction. The Parties agree to discuss opportunities for Company branding, consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the EV Supply Infrastructure Project.

12. **WAIVER OF RIGHTS OR DEFAULTS:** No delay by the Company in enforcing any of its rights shall be deemed a waiver of such rights, nor shall a waiver by the Company of any of the Customer's defaults be deemed waiver of any other or subsequent defaults.

13. **DELAYS:** Neither party hereto shall be liable for delays not reasonably within its control, including delays caused by inability to secure or replace materials or supplies necessary to perform the work contemplated herein, nor shall any such delays be deemed a breach of any obligation under this Agreement.

14. **WARRANTIES, INDEMNIFICATION, LIMITATION OF LIABILITY.** Customer represents and warrants that: (i) the execution, delivery and performance of the Contribution Agreement has been duly authorized by all requisite action on the part of Customer, and Customer has full power and authority to grant the rights and licenses granted by the Contribution Agreement to the Company; (ii) this Contribution Agreement constitutes the legal, valid, and binding obligation of Customer; (iii) Customer is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) it is and will remain in compliance with all applicable laws applicable to it in connection with performance under this Contribution Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE COMPANY MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE WORK TO BE PERFORMED, SERVICES TO BE PROVIDED, OR EV SUPPLY INFRASTRUCTURE OR OPTIONAL CHARGING EQUIPMENT TO BE DELIVERED UNDER THIS AGREEMENT. IN THE EVENT TITLE TO EV SUPPLY INFRASTRUCTURE OR OPTIONAL CHARGING EQUIPMENT IS TRANSFERRED TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE EV SUPPLY INFRASTRUCTURE AND OPTIONAL CHARGING EQUIPMENT IS PROVIDED "AS IS" AND WITH NO WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL THE COMPANY BE LIABLE TO CUSTOMER AND ITS AGENTS, CONTRACTORS AND EMPLOYEES, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.

Subject to the limitations contained in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by applicable laws and shall not be responsible for the acts of the other Party and the results thereof. The Company does not assume any responsibility for the adequacy, safety, design or satisfactory performance of the Customers facilities, Customer's design of any EV Supply Infrastructure, or Charging Equipment which is not Optional Charging Equipment. Notwithstanding the foregoing, to the fullest extent allowed by Applicable Laws, Customer shall, at its own expense, defend, indemnify and hold the Company harmless from and against any claims, lawsuits, liability, losses, damages or expenses (including attorney's fees) arising out of, resulting from or in any way connected with the: (i) the Charging Equipment; (ii) breach of any warranty set forth in this Agreement; (iii) Customer's, or its employees', agents', or contractors' negligent acts or omissions or willful misconduct; or (iv) the failure to grant appropriate rights, easements and licenses required under Section 5 of these Terms and Conditions.

In no event will the Company be liable to Customer for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service. Except as described in this section, the Company's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement, or from performance or breach thereof, shall in no case exceed the total dollar amount for the specific work giving rise to the claim.

15. **DISPUTE RESOLUTION:** In the event of any dispute arising out of or relating to this Contribution Agreement, the complaining Party shall provide written notice of dispute to the other Party describing the facts surrounding the dispute in sufficient detail to apprise the other Party of the nature of the dispute. The Parties shall attempt in good faith to settle all disputes through the negotiation as follows: (1) unless otherwise agreed, the Parties shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both Parties. Such a meeting shall take place within seven (7) days following delivery of a dispute notice. (2) If that meeting does not resolve the dispute, the Company and Customer shall have executive level leadership from both Parties meet and attempt to resolve the dispute. (3) If the Parties fail to resolve a dispute as described herein, either Party may proceed to a court of competent jurisdiction in Eau Claire, Wisconsin and may, subject to any limitation set forth herein, pursue any remedies available to it at law or in equity. The Contribution Agreement shall be interpreted according with the laws of the State of Wisconsin.

CHARGING STATION AGREEMENT

This Charging Stations Agreement (the “**Agreement**”) is effective as of May 11, 2022 (the “**Effective Date**”) by and between City of Ashland, (“**Site Host**”), a municipality in Ashland, WI and Zeta, LLC (“**The Company**”), a Michigan limited liability company. The Company and Site Host may individually be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, THE COMPANY, by installing electric vehicle chargers (“EV Chargers”) on the Premises, as defined herein, will provide value to Site Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Site Host acknowledges the value of THE COMPANY’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to THE COMPANY pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** Site Host hereby grants to THE COMPANY a license to install and maintain EV Chargers at the Premises, as defined in **Exhibit A**, upon which THE COMPANY shall install the EV Chargers as described in that Exhibit.
2. **INITIAL INSPECTION:**
 - A. Early Access. Beginning on June 1, 2022 (“**Initial Inspection Start Date**”) THE COMPANY shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “Inspection Period”).

B. Right to Terminate. If The COMPANY determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for The COMPANY's proposed use, The COMPANY may, without any liability hereunder, terminate this Agreement upon written notice delivered to Site Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 15 of this Agreement.

3. **INSTALLATION:** XCEL ENERGY shall, at no expense to the company, install the EV Chargers.
4. **EQUIPMENT:** Four (4) 40 amp Chargers to be installed on Premises.
5. **COMMENCEMENT DATE:** The date that the EV Chargers open to the public (the "**Commencement Date**") shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond The COMPANY's control delay the installation, despite the best efforts of The COMPANY. The COMPANY shall provide written notice of the Commencement Date to Site Host pursuant to Section 15 of this Agreement for record keeping purposes. In the event of a delay as described herein, The COMPANY shall deliver written notice to Site Host pursuant to Section 15 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.
6. **TERM:** The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term"). Thirty (30) days prior to the expiration of the Initial Term, The Parties may mutually elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the "Renewal Term" and together with the Initial Term, the "Term"). Following the Renewal Term, any further renewals will be subject to mutual agreement between The COMPANY and Site Host and may be of any duration agreed upon by the Parties. In the event Site Host wishes to sell or transfer of the Premises by Site Host while the Agreement is in effect, Site Host shall either assign this Agreement to the perspective buyer or terminate this Agreement in accordance with Section 7 below.

7. EARLY TERMINATION:

- A.** If at any time after the 24th month of the Term, the EV Chargers at the Premises are delivering on average less revenue per month than the expenses to operate over any period of six (6) consecutive months, The COMPANY shall have the right to terminate this Agreement by providing Site Host by providing written notice (the "Termination Notice") pursuant to Section 15 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of The COMPANY's termination of this Agreement ("Termination Date"). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder and this Agreement shall be of no further force and effect.
- B.** If Site Host elects to terminate the Agreement prior to the expiration of the Term, Site Host must provide written notice pursuant to Section 15 of this Agreement (the "Termination Notice"), specifying the effective date of Site Host's termination of this Agreement.
- i. Any termination without cause by the Site Host prior to the end of the thirty-sixth (36th) month of the Term, the Site Host is responsible to reimburse The COMPANY for the full cost of any EV Rebate that The COMPANY received, all costs The COMPANY incurred for installing the EV Chargers on the Premises, and any costs for The COMPANY to remove the EV Chargers from the Premises.
- ii. Site Host may terminate for cause without penalty as outlined below:

(1) In the event that The COMPANY has failed to properly maintain the EV Chargers, Site Host must provide notice pursuant to Section 15 of this Agreement to The COMPANY. This notice shall provide information about the EV Charger(s) requiring maintenance. If The COMPANY has failed to repair or replace the EV Chargers within sixty (60) days of receipt of the Site Host's notice, Site host may terminate the Agreement for cause and without penalty.

iii. If Site Host elects to terminate the Agreement during the Term but after the 36th month without cause, Site Host must reimburse The COMPANY for all costs The COMPANY incurred for installing the EV Chargers on the Premises, and all costs for The COMPANY to remove the EV Chargers from the Premises.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by The COMPANY and upon termination or expiration of the Agreement, The COMPANY shall remove them and restore the Premises to the original condition.

8. **UTILITIES:** The COMPANY agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. The COMPANY shall pay directly to the utility company. In the event that utility services are disrupted and Site Host becomes aware of such disruption, Site Host shall use its best efforts to quickly notify The COMPANY as soon as possible of the disruption.

9. **USE:** The COMPANY shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by The COMPANY shall comply with applicable codes, laws, and ordinances.

10. **MAINTENANCE:** The COMPANY shall be responsible for maintaining the EV Chargers and Site Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Site Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Site Host must maintain the Premises and common areas of the Premises. Site Host agrees to coordinate any parking lot maintenance with The COMPANY to ensure that charging stalls remain available as much as is reasonably feasible. The COMPANY

may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

11. **SITE HOST COVENANTS:** Site Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Site Host. Site Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers. Site Host agrees to notify The COMPANY within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers (“Dedicated Stalls”), thereby impairing use of the Dedicated Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Site Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired.
12. **DESTRUCTION:** Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 15 of this Agreement within thirty (30) days of such destruction.
13. **CONFIDENTIALITY AND PUBLICITY:** Neither Party will use the other Party’s name, trademark or logo without such other Party’s prior written consent.
14. **ENVIRONMENTAL MATTERS:** To the best of Site Host’s knowledge, Site Host believes that the Premises shall be delivered free of environmental contamination. The COMPANY shall have no liability for any environmental contamination unless caused by The COMPANY, its agents, employees or contractors.

15. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Site Host and The COMPANY may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

If by Site Host, to:

Contact Name: Zach Johnson
Address: 658 Horton St, Detroit, MI 48202
Email Address: johnsonzach@proton.me

If by The COMPANY, to:

Contact Name: Greg (Curly) Ledin
Address: 2020 6th Street East Ashland, WI 54806
Email Address: gledin@coawi.org

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Site Host and The COMPANY and their respective successors and assigns.

17. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, SITE HOST AND The COMPANY EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS AGREEMENT.

18. **GOVERNING LAW, JURISDICTION AND VENUE:** Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Bayfield County in the State of Wisconsin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and

waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

19. **VOLUNTARY AND INFORMED EXECUTION:** The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.
20. **AMENDMENT.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.
21. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[The Remainder of this Page is Left Intentionally Blank, Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

The COMPANY, LLC

SITE HOST

By: Zach P. Johnson

By:

EXHIBIT A

**601Z MAIN ST W
ASHLAND, WI 54806**

6th and main st corner parking lot

To Be installed by Xcel Energy and Maintained by THE COMPANY

